



AMBITENERGY®

Commercial Electricity Agreement

Date: _____

Ambit Northeast, LLC d/b/a Ambit Energy Version SC1117

1. UTILITY DISTRIBUTION COMPANY

ComEd

2. CUSTOMER INFORMATION

Company Name: _____ DBA (if applicable): _____

Primary Contact: _____ Title: _____

Contact Phone Number: _____ Language Preference: English Spanish

Secondary Contact: _____ Title: _____

Contact Phone Number: _____ Language Preference: English Spanish

Federal Taxpayer ID#: _____ Email: _____

Broker/Consultant: _____

3. BILLING INFORMATION

Billing Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

If you have multiple ACCOUNT and METER LOCATIONS under this agreement, do you want to use the same billing address for all? Yes No

4. TAX STATUS

If claiming exempt, you must forward a copy of your tax exempt certificate. For forms & information:

<http://www.revenue.state.il.us/TaxForms/Misc/ElectricityExcise/RPU-13.pdf> Non-Exempt Exempt

5. AUTHORIZATIONS / ACKNOWLEDGMENTS

*I authorize Ambit Energy to become my retail electric supplier and to perform the tasks necessary to establish my electric service account and switch my service from a different retail electric supplier or Commonwealth Edison. I am purchasing these services for a commercial business, strictly for the business's own use, and the aggregated usage of all accounts on this agreement during any twelve (12)-month period is, or will be, greater than 15,000 kWh. I acknowledge that I have received, read and understand the Ambit SMB Terms and Conditions.

*I understand that this Sign Up for service can be made only by an applicant or the applicant's authorized agent. I certify that I am 18 years or older and legally authorized to select and switch retail electric providers for the service address(es) entered in this Sign Up. I am aware that any false or misleading information entered in this Sign Up may result in the refusal or delay of my service request by Ambit Energy. I authorize Ambit Energy to conduct a credit check on the Federal Taxpayer ID or owner's Social Security Number I have entered in this Sign Up and/or to obtain utility payment history related data to determine whether a deposit is required to begin service with Ambit Energy.

*I understand that the Pricing for the Product(s) for which I am enrolling applies only to the price per kilowatt hour (kWh), and does not include recurring Electric Distribution Company (EDC) charges. Ambit Energy does not control EDC charges, which I understand will be billed by my EDC at the rate approved by my EDC. I acknowledge that in the event I terminate this Contract prior to the expiration of the Contract Term, I will be required to pay an early termination fee equal to \$250.00, plus the greater of a) \$0.00 or b) my contracted Pricing per kWh minus Ambit's current offer rate per kWh, multiplied by my average monthly usage to date, multiplied by the remaining months in the Term.

** Fixed Rate kWh includes Ancillaries, EDC Line Losses, Capacity & Network Integrated Transmission Service (NIT's) if applicable, Meter Fee= \$0.00.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____



Commercial Electricity Agreement

Addendum A

Date: _____

Ambit Northeast, LLC d/b/a Ambit Energy Version SC1117

Company Name: _____ DBA (if applicable): _____

AGREEMENT DETAILS

Account/Meter Count	Product	Term Length	Rate per kWh	Deposit Required
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ACCOUNT DETAILS

Account	Service Address	Service RequestType*	Start Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTES

*** N - New; RN - Renewal**

Your EDC may charge a service initiation fee, which will be passed on to you as a non-recurring EDC charge. New service begins with your first meter read date with Ambit Energy unless otherwise specified above.

Price excludes all applicable taxes. Ambit Energy or your EDC may also bill you for certain fees which include, but are not limited to meter read fees, disconnect, reconnect and other non-recurring fees assessed by your Electric Distribution Company (EDC). If you have enrolled under a variable rate month to month plan , you will be charged a price per kWh that may vary on a monthly basis. For a variable plan, the energy price shown above is your price for the initial month only.

SPECIAL REQUIREMENTS

Initials: _____ Date: _____



Standard Letter of Authorization for the Request of Historical Usage Information

Current Date: _____

Expiration Date (12 months from Current Date): _____

LIST TDU (REQUIRED; LIST TDUS THAT APPLY TO REQUEST)

ComEd

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to **Ambit Energy**. This information request shall be limited to no more than the most recent 12-month period of service. If the account(s) are IDR accounts, please indicate whether summary level and/or interval data is required.

Summary Billing Data Only Interval Data Only Both Summary and Interval Data

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: commercialenergyteam@ambitenergy.com within 5 Days.

If an attachment is used, please use a separate attachment per TDU with the account(s) that are specific to a TDU. TDU will reject if account(s) are submitted that are not associated with their territory.

Service Address

Account (Found on Bill):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all accounts that are associated with this request.

Authorized Signature: _____ Company: _____

By checking this box, the Customer identified below and (Requesting party) Ambit Energy affirm that the authorizing signature is the Customer identified below and hold the TDU harmless for providing the historical data to requested party as identified on this form.

Print Name: _____ Billing Street Address: _____

Title: _____ City, State, Zip Code: _____



Ambit SMB Terms & Conditions

Illinois ComEd Service Area

The Ambit SMB Terms and Conditions, together with the Commercial Electricity Agreement (“CEA”), any applicable addenda and/or schedules attached hereto or incorporated by reference, with the CEA holding precedence (collectively, the “Agreement”) is entered into and made by and between Ambit Northeast, LLC, (“Ambit Energy”) and the buyer of retail electricity (identified herein as “Buyer”). Ambit Energy and Buyer may hereinafter be referred to individually as “Party” or collectively as “Parties”. Specific regulatory requirements and terms, if applicable and capitalized herein, will have the meaning ascribed to them in this Agreement, or in any addendum or exhibit attached or referenced in this Agreement.

The Parties hereby agree as follows:

1. Purchase, Sale and Delivery of Electricity. Subject to the terms and conditions set forth in this Agreement, Ambit Energy, a licensed retail electricity supplier (“RES”), shall sell and Buyer shall purchase and receive electricity for Buyer’s Accounts and Meters (“Accounts and Meters”) as specified in the CEA (“Buyer Delivery Point”) at the price(s) per kilowatt hour (“Rate per kWh”) as specified in the CEA. The electricity will be delivered by Ambit Energy’s supplier to the specific zone on the transmission system (“Point of Delivery”) as identified by the electric distribution company (“EDC” as further defined in Section 29 “Standard Definitions”) operated by the independent system operator (“ISO” as further defined in Section 29). Delivery of the electricity from the Point of Delivery within the zone for the appropriate Accounts and Meters corresponding to each Buyer Delivery Point will be made by the EDC. The Agreement will also specify those services, including without limitation scheduling coordination, transmission, and ancillary services, if any, provided by Ambit Energy in connection with the supply of electricity to Buyer.

2. Metering. All electricity delivered hereunder (“Usage”) shall be and can only be, measured by the EDC at the meters located at each Buyer Delivery Point. Actual Usage shall be the primary method of calculating the monthly charges for Buyer. However, the parties agree Ambit Energy may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Ambit Energy will make appropriate billing adjustments upon receipt of actual Usage. Ambit Energy may adjust invoices for any Usage measurement errors in accordance with EDC rules. Ambit Energy cannot guarantee the switch of Buyer’s account(s) to Ambit Energy will occur by a specific date and Ambit Energy shall not be liable for any delays in this process caused by the ISO, EDC or the Buyer. The Service Start Date shall be the date upon which a particular Account and Meter is switched to Ambit Energy. The Service Start Date is typically the first scheduled read date that occurs on or after the Request Date specified in the CEA unless an alternate date has been requested by Buyer and agreed to by Ambit Energy in writing. If the EDC requires Buyer to install additional metering and/or related equipment at any service address, Buyer will be solely responsible for all charges and arrangements required by the EDC.

3. Term. Buyer shall become obligated to all terms and conditions of the Agreement as of signing of the Agreement by Buyer (“Effective Date”) and shall continue in effect thereafter as to each Buyer Delivery Point for the total number of months (the “Term”) specified on the CEA, unless sooner terminated as otherwise provided in this Agreement. Ambit Energy will use its best efforts to commence service on the first scheduled meter read date on or after the Request Date listed by Buyer on the CEA. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the EDC of the completion of all required enrollment processes and if such processes occur after the first scheduled meter read date on or after the Request Date listed on the CEA, Buyer’s Accounts and Meters shall be enrolled at the next available meter read date.

4. Pricing. Buyer will pay the Contract Price times the Usage. The Contract Price per kWh includes electricity commodity charges; applicable costs for energy procured in accordance with Ambit Energy’s policies; ancillary services; losses; ISO fee’s; applicable broker fee; renewable portfolio standards “RPS”; congestion; capacity (as mandated by the PJM OATT and operating agreement, or as modified by PJM or approved by FERC); any applicable network integrated transmission service (“NITS”) and the ICC/PSC fee. The Contract Price does not include any charges for services provided by the EDC and all applicable taxes, which will be passed-through to Buyer without markup. If Buyer opts for a capacity pass through product (“IL Commercial Unbundled Fixed” or “IL Commercial Unbundled Variable”), as selected under the agreement details section on addendum A of the CEA, Buyer hereby agrees that its capacity costs will not be included in the “Contract Price” and will be passed through to Buyer at cost. Buyer shall pay Ambit Energy the Contract Price plus the costs and taxes, as reflected on the monthly invoice. If Buyer’s consumption or Peak Load Contribution (“PLC”) values as determined by the EDC materially changes as compared to past practice, or the Profile assigned by the EDC to Buyer’s Accounts and Meters changes, Seller may, in addition to other remedies provided for herein, adjust the Contract Price without markup to account for the adverse change. When Buyer’s Usage covers a time period outside of the Term, Buyer will pay Ambit Energy in accordance with the Hold-over Rate terms of Paragraph 6, below.

5. Billing and Payment. Buyer may receive a single “consolidated bill” for both commodity and delivery costs from either the EDC “utility consolidated billing” or Ambit “supplier consolidated billing”, or each of the EDC and Ambit may invoice separately “dual billing”. Where utility consolidated billing is applicable, Buyers EDC will continue to issue a Buyer a monthly bill and the bill will include Ambit Energy supply charges, as well as applicable EDC charges, surcharges, state and local taxes and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Buyer will make payment directly to the EDC in accordance with the payment terms stated in the EDC’s tariffs, unless otherwise provided herein. Customer payments remitted in response to a consolidated bill shall be applied in accordance with procedures adopted by the ICC. In the event of Buyer’s failure to remit payment when due, Ambit will have the right to terminate commodity service and to seek suspension of distribution. Where dual billing is applicable, the following shall apply: Ambit Energy will deliver a separate invoice from Buyer’s EDC, and Buyer shall be solely responsible for payment of such invoice to the EDC. Buyer will receive a monthly commodity bill from Ambit for the prior month’s electricity usage. All bills are due and payable 16 days after issuance (“Due Date”), which is defined as the statement date on your invoice. Bills shall be deemed past due and delinquent if payment is not received by Ambit Energy at the close of business on the Due Date. If the Due Date is a Saturday, Sunday or legal holiday, then the bill will be due on the next day that is not a Saturday, Sunday or legal holiday. Late payments, delinquent or past due balances may result in a Late Payment Charge equal to 5% of the invoiced past due amount to offset the costs incurred by Ambit Energy associated with collecting and processing the late payment. Ambit Energy charges \$25.00 for each returned check or each ACH. Ambit Energy may order suspension of service for non-payment if amounts due remain unpaid ten (10) days after the invoice Due Date. Fraud and nonpayment shall be considered breaches of this Agreement. Suspension of service will not excuse you from paying any outstanding amounts owed to Ambit Energy. Ambit Energy reserves the right to assess a deposit in the event Ambit Energy issues a suspension order or drop order to your EDC for non-payment. If service is not reconnected within ten days of suspension or drop for non-payment, Ambit Energy reserves the right to terminate this Agreement due to Buyer’s default, in accordance with sections 12 and 13 of this Agreement.

6. Hold Over Rate. For periods in which Usage occurs outside of the Term, Ambit Energy may charge Buyer the incremental cost or value of providing electricity to Buyer, based on the difference between the Contract Price and the Market Rate (as defined in Section 13) plus Ambit Energy’s retail margin, the costs identified, as included, in Section 4 “Pricing” (excluding capacity, which will be passed through to Buyer at no markup) of this Agreement and any other similar charges incurred by Ambit Energy. The Market Rate excludes the costs identified, as not included, in Section 4 “Pricing” of this Agreement, which will be invoiced to Buyer at cost. Appropriate adjustments to the foregoing amounts will be made for partial months. In the event services extend beyond the Term, Buyer’s Accounts and Meters will continue to be served under this Agreement, but under the rate differential set forth in this Section 6.

7. Disputed Amounts. If there is a good faith dispute regarding any invoice, Buyer will pay the undisputed amount of the invoice in accordance with the Billing and Payment terms in Section 5. Buyer must present a written statement of any billing discrepancies or other specific basis, in reasonable detail and together with appropriate supporting documentation, to dispute an invoice to Ambit Energy no later than 10 days after the Due Date of such invoice. The Parties will attempt to expeditiously resolve the dispute, including but not limited to referring the dispute to the chief financial officers of each party (or similar level executive), who will attempt to settle the dispute by negotiation. Upon determination of the correct amount remaining due, any amount owed by Buyer to Ambit Energy shall be paid within ten (10) business days of resolution of the dispute with interest at the interest rate (set in Section 5 at 5%). All invoices are presumed final and accurate unless such invoices are objected to by Buyer with written notice, including an adequate explanation and supporting documentation of such dispute, to Ambit Energy within sixty (60) days from the date that such invoice was delivered to Buyer. If a dispute is resolved in favor of Buyer, and Buyer is due a refund on a payment, Ambit Energy will apply the applicable credit to the invoice for the next billing cycle. In no event shall the disputed portion of an invoice include a dispute for any items not included in the “Contract Price”.

8. Performance Assurance. At Ambit Energy’s request Buyer agrees to provide Ambit Energy with required information, including pertinent financial information necessary for Ambit Energy to assess Buyer’s financial position. If, at any time during the Term of this Agreement, Ambit Energy determines in its reasonable discretion that Buyer’s creditworthiness or ability to perform under this Agreement has become unsatisfactory; Ambit Energy may require that Buyer provide collateral for its obligations in the form of cash, letter(s) of credit, deposit, corporate or personal guarantees or other security in a form and an amount reasonably acceptable to Ambit Energy (“Performance Assurance”). If Buyer fails to provide Performance Assurance within five (5) business days of receipt of such notice by Ambit Energy, an Event of Default shall be deemed to have occurred and Ambit Energy shall be entitled to any and all remedies set forth in this Agreement.

9. Assignment and Binding Effect. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Ambit Energy may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Ambit Energy, or (b) pledge or otherwise collaterally assign its rights under this Agreement to any entity providing extensions of credit to Ambit Energy. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any assignment in violation of this Paragraph 9 shall be void.

10. Regulatory Events. If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a “Regulatory Event”) and such Regulatory Event causes Ambit Energy to incur any increased capital, operating, commodity, costs, Taxes or other charges relating to the provision of services contemplated herein, Ambit Energy shall be permitted to pass through the monetary effects of such Regulatory Event to Buyer at cost and without markup.

11. Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party’s affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law, order or regulation. Each Party shall notify the other Party immediately in writing of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this Section 11.

12. Event of Default. The occurrence of any of the following shall be deemed an “Event of Default” under this Agreement: a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term (excluding the Buyer-only representations and warranties in Paragraph 21, subsections (a), (b) and (c) regarding Contract Quantities and Usage, which the Parties agree will not be a basis for an Event of Default, if such representation was materially true and accurate when made; however the provisions of Section 4 and Section 5 will continue to apply); (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice of such is provided; (c) the failure of Buyer to provide Performance Assurance in accordance with Paragraph 8; (d) the failure of Buyer to utilize Ambit Energy as its sole supplier of electricity for the Accounts and Meters specified on the “CEA” at any time during the Term (including but not limited to a switch of Buyers electric service to another retail electric supplier resulting in an early termination of this Agreement); (e) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent; (f) the EDC disconnects service to one or more of Buyer’s Accounts and Meters as a result of Buyer’s non-performance; or (g) Buyer’s non-performance in accordance with the provisions detailed in Section 4 and Section 5 of this Agreement. Upon the occurrence of an Event of Default, the Party not committing the Event of Default (“Non-Defaulting Party”) shall have the right to terminate this Agreement in accordance with the terms of Paragraph 13, Termination and Remedies in the Event of Default, unless otherwise stated in Section 5 of the SMB Terms and Conditions “SMB”, in addition to all other rights and remedies available hereunder.

13. Termination and Remedies in the Event of Default. Where there exists an uncured Event of Default, the Non-Defaulting Party shall have the right to terminate this Agreement upon written notice being provided to the Defaulting Party (a “Termination”). In the event of such Termination, unless otherwise stated in Section 5 of the SMB Terms and Conditions “SMB”, the Non-Defaulting Party shall be entitled to receive an amount (the “Settlement Amount”) equal to the Replacement Value (as defined below) of this Agreement. For purposes hereof, (a) “Replacement Value” for Ambit Energy (as Non-Defaulting Party) shall mean Contract Value plus Costs, minus Market Value, so long as the Contract Value plus Costs is greater than Market Value and (b) “Replacement Value” for Buyer (as Non-Defaulting Party) shall mean the positive amount, if any, by which the Market Value plus Costs exceeds the Contract Value. Under this section, “Contract Value” means the Contract Price times the Usage times the remaining months in the Term, based upon the average Usage prior to the Event of Default; (c) “Market Value” means the Applicable Market Rate times the Usage time the remaining months in the Term, based upon the projected Usage (“Contract Quantity”) for the remainder of the Term as set forth in the “CEA”; and, (d) “Costs” mean transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or, in which it must secure alternative electricity supply, including reasonable attorneys’ fees, reasonable expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. In determining “Market Value”, the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party’s internally developed forward price valuations, including but not limited to Ambit Energy’s competitive market variable rate pricing at the time of the Termination, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. Payment for the Settlement Amount shall be due from the Defaulting Party within five (5) business days of receipt of invoice from the Non-Defaulting Party. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree the parties negotiated the terms of this provision, not as a penalty, but in order to calculate damages in a manner to produce a reasonable estimation of such damages in light of the anticipated or actual harm.

14. Force Majeure. Except with regard to a party’s obligation to make payment due hereunder, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to the occurrence of a Force Majeure event, the obligations of each Party will be suspended for the duration of the event, for up to a maximum of twenty (20) consecutive days. A Party claiming an inability to perform due to a Force Majeure event (the “Claiming Party”) will notify the other Party (“Non-Claiming Party”) in writing, as soon as practicable, describing the nature and estimated duration of such event. The Claiming Party must use reasonable diligence to remedy the event with all reasonable dispatch. A “Force Majeure event” means any event or occurrence (including, but not limited to “Acts of God”) that is beyond the reasonable control of a

Party and that: (a) is not the result of the negligence of the Claiming Party; and (b) which, by the exercise of due diligence, the Claiming Party was unable to avoid or cause to be avoided. A Force Majeure event shall include any consequence resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, EDC, ISO or governmental agency. A claim of Force Majeure may not be based on a change in any economic circumstance or condition. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for electricity supplied by Ambit Energy before a Force Majeure event or during a Force Majeure event provided the electricity is delivered and received pursuant to the terms of this Agreement prior to Ambit Energy receiving notice of the Force Majeure event.

15. Forward Contract. The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

16. Indemnification. As between the Parties, Buyer assumes full responsibility for the electricity on the Buyer's side (downstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Ambit Energy, its officers, agents, employees and suppliers from and against all claims, damages and actions of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, tangible property damage or loss occurring on Buyer's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Buyer's performance under this Agreement. Ambit Energy assumes full responsibility for the electricity on the Ambit Energy's side (upstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Buyer, its officers, agents, and employees from and against all Claims, including Claims for personal injury, death, tangible property damage or loss occurring on Ambit Energy's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Ambit Energy's performance under this Agreement. It is understood that Ambit Energy is not responsible for the physical infrastructure necessary for the physical delivery of the electricity and as such Ambit Energy will not be responsible or liable for any damages associated with the physical infrastructure, or defects in the physical infrastructure, the failure to deliver the electricity to Buyer or for any damages alleged to have arisen from the electricity while it is between the Point of Delivery and Buyer's Delivery Points. Buyer acknowledges that Ambit Energy does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Ambit Energy, therefore, shall not be liable for damages or indemnification on account of the acts or omissions of such entities for any injury, interruption, failure or delay in the delivery of electricity arising therefrom. Buyer should contact its EDC in the event of an emergency or outage in service. These provisions survive the termination or expiration of this Agreement.

17. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. REGARDLESS OF REMEDY, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY AT LAW IS DEEMED OVERLY BURDENSOME AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 21, AMBIT ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD THAT AMBIT ENERGY SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

18. No Third Party Beneficiaries; Relationship of the Parties. There are no third party beneficiaries to this Agreement. Ambit Energy and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Ambit Energy and the Buyer. Ambit Energy will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Ambit Energy or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 51-25, et seq., as amended.

19. Taxes. Buyer will be responsible for, pay, and indemnify Ambit Energy for all Taxes, whether imposed on Buyer or Ambit Energy with respect to the sale, delivery and purchase of electricity. Ambit Energy may collect such Taxes from Buyer by invoicing Buyer for the amount of such Taxes. If applicable, Buyer will provide all requested sales and use exemption certificates and information and until provided, Ambit Energy will not recognize any exemption.

20. UCC. Except as otherwise provided in the Agreement, the Uniform Commercial Code (“UCC”) or such similar collection of statutory provisions as may have been adopted and are in effect in the State where the services are delivered shall apply to this Agreement and electricity shall be a “good” for purposes of the UCC.

21. Representations and Warranties. As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the facility(ies) receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement.

Buyer further represents to Ambit Energy during the Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months for purposes of electricity usage; (b) it understands that if it operates its meter(s) inconsistent with its usual and customary manner it may cause material detrimental financial impact to Ambit Energy and that Ambit Energy will pass along the impact of such changed consumption to Buyer; (c) the information provided concerning its Accounts and Meters is true and correct; (d) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer’s sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; (e) it is purchasing commercial energy strictly for its own use and throughout the term of this Agreement; and (f) Buyer and Ambit Energy acknowledge that Ambit Energy does not intend to serve customers whose aggregate usage is less than 15,000 kWh’s per year. Accordingly Buyer represents and warrants that the aggregate usage of all Accounts and Meters at Buyer’s Delivery Point(s) listed on the CEA shall exceed 15,000 kWh’s per year and at no time are or will be classified by the applicable Host Utility as a residential or small commercial account. If at any time, usage at Buyer’s Delivery Point(s) as listed on the CEA is in fact less than 15,000 kWh’s per year, Buyer is in material breach of this Agreement and Ambit Energy reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure.

22. Governing Law; Counterparts. This Agreement will be governed by, enforced and performed in accordance with the rules of the ICC. Buyer and Seller agree that any consumer protection rules enacted by the ICC, which were written to protect residential and small commercial consumers, do not apply to this Agreement. If there is any conflict between any consumer protection rules and this Agreement, the Parties acknowledge that this Agreement will control. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile or .pdf signature pages.

23. Severability. If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement. The parties agree to negotiate reasonable modifications to the terms of the invalid provision to bring the intent of the provision into compliance with applicable law.

24. Survival of Obligations. All confidentiality, indemnity, liability limitation, disclaimer provisions and the rights and obligations that, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation or expiration.

25. Entirety of Agreement; Modification. It is the intention of the Parties that this Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the “Agreement”) shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the terms specified herein. This Agreement may not be modified or amended except in a written form that is subsequently duly executed by the Parties hereto. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

26. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be sent by facsimile or mutually acceptable electronic means (“email”), overnight courier, first class mail or hand delivered.

27. Authorization of Data. Buyer shall, if necessary and as appropriate, designate Ambit Energy to the ISO and/or EDC as an authorized recipient of Buyer’s current and historical electricity billing and usage data. Buyer understands that by executing this Agreement, Ambit Energy will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer’s address(es) and telephone number and whether or not Buyer is on any sort of special billing plan or payment arrangement.

28. Authority. Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement and that such party will be bound thereby. This Agreement, including all Exhibits and Addenda attached hereto and referenced herein, sets forth all understandings between the parties with respect to the purchase and sale of electricity and any prior

agreements, contracts, understandings and representations, whether oral or written, relating to the purchase and sale of electricity are merged into and superseded by this Agreement. This Agreement may be amended only by a written document executed by authorized representatives of both parties to this Agreement.

29. Standard Definitions. The following standard definitions shall apply to this Agreement: (a) "EDC" means the applicable local utility (b) "ISO" means PJM Interconnection LLC ("PJM"); (c) "ICC" means the Illinois Commerce Commission; (d) "Delivery Point Change Criteria" means the Forecasted Usage of Buyer or the profile or supply group designation for Buyer's account determined by the EDC that served as the basis for Seller's determination of the initial Contract Price; (e) "Profile" means supply group designation for Buyer's account determined by the EDC; (f) "Accounts and Meters" means Buyer's accounts and meters as determined by the EDC; (g) "Public Utility Commission" or "PSC" means applicable governing body that oversees the services of the applicable public utility; and (h) "Host Utility" means any utility or provider of electric lines whose system is interconnected with and which provides distribution service to Buyer's Delivery Point(s).

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

AMBIT ENERGY

Signature:

Name:

Title:

Date:

BUYER

Buyer Name:

Signature:

Name:

Title:

Date: