

Ambit Energy, L.P.

Your Rights as a Customer

PUCT Certificate #10117

Effective August 1, 2009

As a retail energy customer in the State of Texas, you are entitled to the following Customer Protection Rights pursuant to the Rules of the Public Utility Commission of Texas ("PUCT"). These rights apply to all residential and small commercial customers served by Ambit Energy, L.P. d/b/a Ambit Energy ("Ambit Energy"), a certified Retail Electric Provider ("REP") in Texas. A complete copy of the PUCT's Customer Protection rules is available on the PUCT's website at <http://www.puc.state.tx.us/rules>.

Esta información esta disponible en Español. Llame a Ambit Energy al (877) 282-6248, o por internet www.ambitenergy.com.

CONTACT INFORMATION

Internet Address: www.ambitenergy.com
Mailing Address: 1801 N. Lamar Street, Suite 200
Dallas, TX 75202
Telephone Number: Toll-Free (877) 282-6248
Hours of Operation: Monday-Friday 8:00 AM–6:00 PM CT
Saturday 10:00 AM- 5:00 PM CT

OUTAGE REPORTING

In the event of an outage in your area, please call your local energy delivery company (officially referred to as your Transmission and Distribution Service Provider, or "TDSP"):

Oncor Electric Delivery	(888) 313-4747
Centerpoint Energy	(800) 332-7143
AEP Texas Central	(866) 223-8508
AEP Texas North	(866) 223-8508
TNMP	(888) 866-7456

Ambit Energy is not liable for service interruptions or outages. Any questions relating to your electric distribution lines or meters should be directed to your TDSP listed above.

CANCELLATION OF SERVICE

You may cancel your service at any time with no early cancellation penalty if you are under a variable price product. If you are under a fixed rate product, you may have a cancellation fee. Please see your Terms of Service Agreement and Electricity Facts Label ("EFL") for full details.

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the chosen REP provide you with proof of your authorization and verification. The REP must provide proof to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUCT at the address provided below. Upon receipt of a complaint filed with the PUCT, the REP must respond within 21 days and provide all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date.

If a REP is serving your account without proper authorization, they must take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your Terms of Service and EFL from either: (1) the date you are returned to your original REP, or (2) any prior date chosen by your original REP for which they had the authorization to service your electric service location. In addition,

the unauthorized REP is responsible for paying all charges associated with returning your service to your REP of choice.

BILLING ISSUES

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, Ambit Energy must inform you of the product or service, all associated charges, how these charges will be billed, and obtain your consent for the product or service. If you believe your bill includes unauthorized charges, you may contact Ambit Energy to dispute such charges and you may file a complaint with the PUCT. Ambit Energy will neither seek to terminate your electric service for nonpayment of an unauthorized charge nor file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, Ambit Energy will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Ambit Energy will not re-bill you for any charges determined to be unauthorized. See the Pricing Section of the Terms of Service for more information.

Billing Questions or Disputes: Please contact Ambit Energy toll-free at (877) 282-6248 if you have specific comments, questions or complaints. Our trained customer care specialists will do everything they can to ensure your problem is resolved. If you are not satisfied with the resolution, you may file a complaint with Ambit Energy. We make a commitment that we will promptly investigate your concern and respond back to you with our findings within 21 days of your complaint. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326; (512) 936-7120 or (888) 782-8477, fax: (512) 936-7003, TTY (512) 936-7136; email at customer@puc.state.tx.us; visit web address at www.puc.state.tx.us. We will do everything we can to address your concern as quickly as possible.

Meter Reading and Testing: Please contact Ambit Energy for instructions on how to read your meter. If you feel your meter reading is not correct, please contact Ambit Energy to request a meter re-read. If you feel your meter is not operating correctly, please contact Ambit Energy to request a meter test. You have the right to request a meter test once every four years at no cost. If your meter is tested more than once in a four-year period and the meter is determined to be functioning correctly, then you may be charged a fee. If you request a meter re-read and the reading is accurate, you will be assessed a charge, as disclosed in the Terms of Service. Ambit Energy will gladly make a request to the TDSP on your behalf for either a meter re-read or meter test.

Bill Payment Assistance: If you are a low income residential customer, you may be eligible for financial aid from assistance programs, such as the Texas LITE-UP Program or non-profit organizations in your area by calling 2-1-1. Feel free to contact (877) 282-6248 or (866) 454-8387 to learn more. You can also visit the web address http://www.puc.state.tx.us/electric/forms/LiteUp/LITEUP_Form_e.pdf to download and print a copy of the LITE-UP self-enrollment form.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call Ambit Energy immediately. Ambit Energy may offer you a short term payment arrangement that allows you to pay your bill after your

Continued on Page 2
v. YRAC082009

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Page 2

due date, but before your next bill is due. In addition, you may qualify for a deferred payment plan. A deferred payment plan allows you to pay an outstanding bill in installments beyond the due date of the next bill. Ambit Energy may require an initial payment to initiate the agreement. Ambit Energy is required to offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or you have been a customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more.

DISCONNECTION AND TERMINATION

Termination: Ambit Energy may terminate your electric service for reasons other than non-payment as specified in your Terms of Service Agreement. You may terminate your agreement with Ambit Energy without penalty in the event you move to another location or Ambit Energy notifies you of a material change in the terms and conditions of services, as stipulated in the Terms of Service Agreement. Ambit Energy may also terminate this Agreement if fraud has been committed. See your Terms of Service Agreement for other details regarding terminating your contract.

Disconnection of Service: The PUCT has determined that under certain dangerous circumstances (such as unsafe electric line situations) Ambit Energy may authorize your TDSP to disconnect your electric service without prior notice to you. Additionally, Ambit Energy may seek to have your electric service disconnected for: (1) failure to pay a bill owed by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made with Ambit Energy; (3) using the service in a manner that interferes with the service of others or using non-standard equipment; (4) failure to pay a deposit required by Ambit Energy; or (5) failure of the guarantor to pay the amount guaranteed when Ambit Energy has a written agreement, signed by the guarantor, which allows for the disconnection of your service.

Ambit Energy may disconnect service for non-payment if amounts due remain unpaid ten days after a Disconnection Notice has been sent. This notice must be mailed to you separately no earlier than the first day after the date your bill is due.

Ambit Energy will not initiate service disconnection for the following reasons: (1) delinquency of payment by a previous occupant, (2) failure to pay charges unrelated to electric service, (3) failure to pay for a different class of electric service, (4) failure to pay an under-billing, other than for theft of service, more than 6 months old, (5) failure to pay for a disputed charge until a determination as to the accuracy is made, (6) failure to pay an under-billing due to faulty metering, unless there has been meter tampering, or (7) on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless the REP's personnel are available on those days to take payments, make payment arrangements with you, and request reconnection of service, (8) failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the bill is based on an estimated meter read by the TDSP, (9) Ambit Energy receives a pledge or other notification that an energy assistance provider is forwarding sufficient payment to continue service provided that such pledge or other notification is received by the due date stated on the disconnection notice, and the customer, by the due date on the disconnection notice, either pays or makes payment arrangements to pay any outstanding debt not covered by the energy assistance provider, or (10) customer establishes

that disconnection of service will cause someone residing at that residence to become seriously ill or more seriously ill.

To avoid disconnection due to serious illness, you must enter into a deferred payment plan with Ambit Energy, have the ill person's attending physician call or contact Ambit Energy by the stated date of disconnection, and have the ill person's attending physician submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Restoration of Service: If your service has been disconnected by Ambit Energy, your service will be reconnected upon satisfactory correction of the reasons for disconnection. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Ambit Energy that you have corrected and satisfactorily resolved the dangerous situation.

OTHER PROTECTIONS

Critical Care: You must inform us at the time of sign-up that an interruption or suspension of electric service will create a dangerous or life-threatening condition. You may qualify as a "critical care residential customer." Upon informing Ambit Energy that you may be eligible for critical care status, Ambit Energy will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to Ambit Energy. The critical care request is evaluated and approved by the TDSP; however, you may appeal the eligibility determination to the TDSP. If you are not satisfied with the results of this appeal, you may file a complaint with the PUCT. If approved, the designation is valid for one year, and Ambit Energy will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve you of the obligation to pay Ambit Energy for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Ambit Energy immediately regarding possible deferred payment options or other assistance that may be offered.

No Discrimination Policy: Ambit Energy provides electricity service without discrimination as to a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, family status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Privacy Rights: Ambit Energy will not release proprietary customer information except as authorized under the law. The PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and reporting agencies, utilities and the PUCT.

Do Not Call List: The PUCT maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free (866) TXNOCAL or (866) 896-6225, or visit the PUCT website at www.puc.state.tx.us to subscribe to the Do Not Call List.