



PREFERRED CUSTOMER TERMS & CONDITIONS

Canada

(For Buyer's Right to Cancel, please refer to Section 16)

1. Overview of the Preferred Customer Program

The Preferred Customer Enrollment Form, including without limitation these Terms & Conditions, form an agreement between AdvoCare Health & Wellness Canada Ltd. ("AdvoCare") and you, the AdvoCare Preferred Customer (the "Agreement"). An AdvoCare Preferred Customer ("Preferred Customer") is an individual who has joined the AdvoCare Preferred Customer Program, and is able to purchase AdvoCare Products ("Products") at a discount by entering the AdvoCare Preferred Customer Agreement (the "APCA"). The Preferred Customer's discount level ranges from twenty to thirty percent (20-30%) depending on the volume of purchases made. The Preferred Customer is *not* an AdvoCare Independent Distributor ("Distributor"), and thus is *not* permitted to sell or resell Product(s).

2. Amendments and Severability

AdvoCare may amend the Preferred Customer Program Terms & Conditions periodically ("Terms & Conditions") at its sole discretion. The APCA and Terms & Conditions are hereinafter the "Agreement." The most updated Terms & Conditions are available on the AdvoCare website and are applicable to all Preferred Customers. **Any amendments to the Terms & Conditions shall apply prospectively (not retroactively), shall be communicated directly by notice to the Preferred Customer via email, and shall be effective the later of the date outlined in the email or thirty (30) days after AdvoCare sends the email.** By executing the APCA, you agree to abide by all amendments or modifications thereto. Where required by law, this notice will be provided at least thirty (30) days before the change comes into effect (or such longer period as may be required by applicable law) and will set out the new

clause, or the modified clause and how it read formerly, and the date on which the change will come into effect. Before the change comes into effect, you may cancel this agreement rather than accept the change. To the fullest extent permitted by law, as your sole remedy and where required by law, you may refuse the modification and rescind, or cancel this agreement without cost, penalty, cancellation fee or cancellation indemnity, by providing us with notice to that effect no later than thirty (30) days after the modification comes into force, using the information in the notice, if the change results in increased obligations to you or a reduction of obligations on us. The continuation of purchases by you from AdvoCare following the effective date of the amended Terms & Conditions and/or APCA shall constitute acceptance of all amendments or modifications thereto.

Any provision, or part thereof, of the Agreement that is judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision, or part thereof, of the Agreement is severable and will not invalidate or render unenforceable any other provision of the Agreement, nor will such provision, or part thereof, of the Agreement be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision, or part thereof, of the Agreement is deemed invalid or unenforceable in any particular proceeding, such provision, or part thereof shall be reformed to effectuate its original intent and purpose to the fullest extent possible.

3. Assignment

A Preferred Customer may not assign this Agreement. AdvoCare may assign this Agreement at any time, without advanced notice.



4. Becoming a Preferred Customer

To become a Preferred Customer, you must complete the online enrollment process, read and accept these Terms & Conditions, be at least the age of majority in your Province or Territory of residence, reside in a geographic area where AdvoCare conducts its business and pay the \$19.95 CAD membership fee plus sales tax, if applicable. You may enroll as a Preferred Customer through a Distributor's AdvoCare website, the AdvoCare website or over the phone by contacting AdvoCare Customer Service at 1-800-542-4800. You must provide the required information, including a valid credit card for the membership fee.

5. Sponsor Changes

When you enroll in the Preferred Customer Program through a Distributor, that Distributor will be deemed your Preferred Customer Sponsor as long as they remain a Distributor. If you wish to change your Sponsor, contact Customer Service.

6. Preferred Customer Discount

As a Preferred Customer, you receive a discount on Products and may, periodically, receive additional loyalty-related benefits. Once your Preferred Customer account is established, you will gain access to a 20% discount on Products. Your discount can increase based on your Product purchases over the course of approximately two (2) consecutive months, or four (4) Purchase Periods (there are approximately two Purchase Periods every month), based on the Qualifying Volume ("QV") of your purchases. QV is a point value assigned to each product. As you purchase products, your QV accumulates and your discount increases, up to a thirty percent (30%) discount as reflected in the chart below. The highest discount level a Preferred Customer earns remains intact annually upon renewal.

Preferred Customer Discount Level Schedule

Total Product purchases within 4 consecutive Purchase Periods (approximately 2 months)	Discount
0 - 499.99 QV	20%
500 - 999.99 QV	25%
1,000+ QV	30%

An exception to the discount schedule may occur when a former Distributor with a 40% discount converts to a Preferred Customer. It is within the discretion of

AdvoCare to allow the Preferred Customer to keep his or her 40% discount.

Sales tax as well as standard shipping & handling charges will apply to all Preferred Customer Product orders, unless there is a promotional shipping rate available at the time of purchase or the Preferred Customer elects an expedited shipping rate.

7. Purchasing Products Using Your Preferred Customer Account

As a Preferred Customer, you will select a username and password at the time of enrollment, which you will use as your login.

In order to place a Product order using your Preferred Customer product discount, you may: (1) log into your Preferred Customer account from the AdvoCare website or through your Sponsor's AdvoCare Website; (2) contact AdvoCare Customer Service at 1-800-542-4800; or (3) visit Will Call at the AdvoCare Corporate Office. Once an order is entered, it cannot be changed. It is immediately transmitted to the Distribution Center to be filled and shipped. Please see AdvoCare.com or contact Customer Service for current shipping rates and information.

Failure to notify AdvoCare of any shipping discrepancy or damage within thirty (30) days of shipment will cancel the Preferred Customer's right to request a correction. If an order must be rerouted, it will be at the Preferred Customer's expense. Please contact AdvoCare Customer Service at 1-800-542-4800 to correct a shipping discrepancy.

AdvoCare charges sales tax on the purchase price of the Preferred Customer's Product order based on the shipping destination. Sales tax charges will vary by Product and by province or territory. AdvoCare remits the sales tax to each jurisdiction in which Products are shipped.

8. Renewing Your Preferred Customer Membership

To remain a Preferred Customer, you must renew your membership in the Preferred Customer Program on an annual basis by paying the current renewal fee of \$19.95 CAD, subject to change, and agreeing to the current Terms & Conditions. AdvoCare reserves the right to accept or reject any renewal of any Preferred Customer membership. The due date for the renewal fee will be the anniversary date of the Preferred Customer's enrollment into the Preferred Customer Program, unless they were



an AdvoCare Distributor before converting to a Preferred Customer, in which case their anniversary date will remain the date they executed their Distributor Agreement. There are no required Product purchases in order to maintain your Preferred Customer membership.

An "Auto Renewal" option is available that allows a Preferred Customer to enroll and have their renewal fees automatically charged to a valid credit card on file on the first day of their anniversary month, automatically renewing the membership for another year. **QUEBEC ONLY:** Auto Renewal is not valid for Preferred Customers residing in Quebec.

If a Preferred Customer's account has not been renewed by the renewal date, AdvoCare may, in its sole discretion, either: (1) cancel the membership; or (2) waive the renewal fee (without waiver of AdvoCare's right to collect or insist on payment of future renewal fees). If at any time the individual wishes to again become a Preferred Customer after his or her membership has been cancelled for non-renewal, the individual must sign up as a new Preferred Customer and complete the enrollment process, agree to the current Terms & Conditions, and pay the current membership fee. Note that the discount level from a previous Preferred Customer membership will not be reinstated for a new membership and will restart in accordance with the discount level schedule.

9. Preferred Customer Return or Exchange Policy (Satisfaction Guarantee)

If a Preferred Customer is not completely satisfied with Products they purchased, they may contact Customer Service and request an exchange or refund within thirty (30) days from the date of purchase by returning the unused portion of the Product back to AdvoCare. The refund amount is based upon the price the Preferred Customer paid at the time of sale, sales tax (if applicable) and shipping costs.* Product refunds are made in the same form of payment as the Product purchase. Product exchanges will be for Product(s) of equal or lesser value of the price the Preferred Customer paid at the time of sale.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$130 CAD, but no less than the current standard flat shipping rate.*

To be entitled to a refund or exchange, the following requirements must be met:

- (1) The returned Product(s) must be accompanied by a Returned Merchandise Authorization ("RMA") number provided by AdvoCare Customer Service, an inventory list of the Product(s) returned;
- (2) The returned Products must appear in the Preferred Customer's order history; and
- (3) The returned Products must have been purchased within thirty (30) days preceding the date of the return.

Returned Product that does not meet the criteria listed above shall not be eligible for a refund or exchange. In addition, all Product returned to AdvoCare shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund or exchange.

10. Exclusions from Return or Exchange Policy

Only Products purchased directly from AdvoCare are eligible for a refund or exchange. Products purchased on any non-AdvoCare website are not eligible for a refund.

11. Adjustments for Refunds

The returning of Product can reduce your discount level earned previously from the initial purchase of that Product. AdvoCare will adjust your discount level as a result of any returned Product.

12. Restrictions as a Preferred Customer

Preferred Customers may purchase Products for their own personal use and that of their family. However, Preferred Customers may not resell Products to others in any way

13. Notification Process

Any notice provided by AdvoCare will be mailed and/or emailed to the Preferred Customer's physical address and/or email of record with AdvoCare. Legal holds are the exception to this notification process and will be effective immediately with or without notification in the event conduct of the Preferred Customer account is deemed to be suspicious or deleterious activity to AdvoCare's business or reputation in the sole discretion of AdvoCare.

14. Cancellation of Your Preferred Customer Membership

You may cancel your Preferred Customer account at any time by contacting Customer Service at 1-800-542-4800.

If, at the sole discretion of AdvoCare, it is determined that a Preferred Customer has violated any term of these Terms & Conditions, AdvoCare reserves the right to



cancel any Preferred Customer membership at any time for any reason, or no reason at all, with or without notice.

15. BUYER'S RIGHT TO CANCEL FOR EACH PROVINCE / TERRITORY

For Alberta, Manitoba, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Saskatchewan and Yukon: BUYER'S RIGHT TO CANCEL

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, email, fax, or by personal delivery.

DROIT DE RESILIATION DE L'ACHETEUR

Vous pouvez résilier le présent contrat à compter de la date de conclusion du contrat, et ce, pendant une période de 10 jours après la réception d'une copie du contrat. Vous n'avez pas besoin de donner une raison pour résilier le contrat.

Si vous ne recevez pas le bien ou le service au cours des 30 jours qui suivent la date indiquée dans le contrat, vous avez un an, à compter de la date du contrat, pour résilier le contrat. Toutefois, vous perdez ce droit de résiliation si vous acceptez la livraison après la période de 30 jours. Le droit de résiliation peut être prolongé pour d'autres raisons. Pour de plus amples renseignements, communiquez avec votre bureau provincial/ territorial de la consommation.

Si vous résiliez le présent contrat, le vendeur doit, dans les 15 jours qui suivent, vous rembourser toute somme que vous lui avez versée et vous remettre tout bien qu'il a pris en échange ou la somme correspondant à la valeur de ce dernier. Vous devez alors retourner le bien acheté.

Pour résilier le présent contrat, il vous suffit de donner un avis de résiliation à l'adresse mentionnée dans ce contrat. L'avis doit être donné par un moyen qui vous permet de prouver que l'avis a réellement été donné, y compris par courrier recommandé, courriel, télécopieur ou remise en personne.

Address for service/ Adresse pour service:

Manitoba: AdvoCare Health and Wellness Canada Ltd., c/o Brant D. Harvey, 2500-360 Main Street, Winnipeg, MB R3C 4H6

Nova Scotia: AdvoCare Health and Wellness Canada Ltd., 6733 Kitimat Road, Mississauga, ON L5N 1W3

For British Columbia Contracts only: CONSUMER'S RIGHT TO CANCEL

This is a contract to which the *Business Practices and Consumer Protection Act* applies.

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, facsimile, or by personal delivery.

If you send notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.

For Ontario Contracts only: YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002



You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to

repossess the goods at your address: the supplier, a person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled
- You return the goods
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

Québec: STATEMENT OF CONSUMER CANCELLATION RIGHTS (Consumer Protection Act, section 58)

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30 days. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is made, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form printed below, or send the merchant written notice of cancellation. The form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method



that will allow you to prove that you gave notice, including registered mail, E-mail, fax and courier.

Address for service:

AdvoCare Health & Wellness Canada Ltd.
1000 de la Gauchetiere O, Suite 2400, Montréal, QC
H3B 4W5

16. Becoming a Distributor After Joining the Preferred Customer Program

If a Preferred Customer decides to become a Distributor, they must submit a signed Distributor Agreement, agree to the terms and conditions of the current AdvoCare Distributor Policies, Procedures & Compensation Plan, and purchase a Distributor Kit. Qualifying Volume purchased by a Preferred Customer may not count toward eligibility for Distributor qualifications, incentives, or any other compensation available to Distributors. Sponsoring Distributors will be removed as soon as the account is converted to a Distributor account.

17. Use of Preferred Customer's Name, Likeness or Image

Preferred Customers consent to AdvoCare's use of his or her name, testimonial, and image or likeness in connection with advertising, promoting and publicizing the AdvoCare opportunity, Products or any AdvoCare-related event.

Preferred Customers also consent to AdvoCare providing their contact information to their designated Preferred Customer Sponsor.

18. Reporting Adverse Reactions or Consumer Complaints

If a Preferred Customer experiences, or becomes aware of, any adverse reaction to an AdvoCare Product or has a consumer complaint, they should contact Customer Service as soon as possible at 1-800-542-4800.

19. Integrated Agreement

This Agreement sets forth the entire agreement between AdvoCare and the Preferred Customer and supersedes any and all prior oral or written agreements or understandings between AdvoCare and the Preferred Customer, including any representations by AdvoCare or its Distributors not explicitly made in the Agreement or in official AdvoCare publications. The Agreement may not be altered or amended, except as provided in the Terms & Conditions, as amended from time to time, or by other written notice by AdvoCare.

Should any discrepancy exist between the terms of this Agreement and verbal representations made to any Preferred Customer by any AdvoCare employee or independent AdvoCare Distributor, the terms and requirements of this Agreement will prevail. Should any discrepancy exist between the terms contained in the Preferred Customer online enrollment process and the Preferred Customer Terms & Conditions, the Terms & Conditions will prevail.

20. Choice of Law and Forum for Disputes

The Contract, its interpretation and enforcement, and all claims arising out of or relating to the Contract, whether asserted in law or equity, contract-based, tort-based, or otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, shall be governed by the laws of the Province or Territory where the Preferred Customer resides, without regard to choice of law or conflicts of law principles. Procedural matters in any arbitration proceeding shall be governed by the ADR Chambers Arbitration Rules. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action between AdvoCare and any Preferred Customer(s) that is not subject to arbitration shall be in the Superior Court of the Province or Territory the Preferred Customer resides to the exclusion of all other venues and forums, and Preferred Customer hereby waives any and all objections to such venue, including personal jurisdiction and forum non conveniens. The institution of an action or proceeding by a Preferred Customer against AdvoCare in another venue or forum in violation of this provision shall be a material breach of the Contract causing AdvoCare irreparable harm, and Preferred Customer agrees and stipulates that AdvoCare shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision.

21. Arbitration Procedures

ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE CONTRACT, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION ADMINISTERED BY THE ADR CHAMBERS ARBITRATION RULES BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO DETERMINE WHETHER ANY PARTICULAR CLAIM OR CONTROVERSY IS ARBITRABLE AND COVERED BY THIS PROVISION. PREFERRED CUSTOMERS HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY OR BY ANY COURT EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE HEARING



SHALL OCCUR NOT LATER THAN ONE HUNDRED AND EIGHTY (180) DAYS FROM THE DATE THE DEMAND IS MADE, ABSENT AGREEMENT BY THE PARTIES OR EXTRAORDINARY CIRCUMSTANCES, WITH A JUDGMENT ON THE AWARD ENTERED WITHIN THIRTY (30) DAYS AFTER THE CONCLUSION OF THE HEARING. THE ARBITRATION SHALL BE CONDUCTED IN A LOCATION REASONABLY ACCESSIBLE TO THE PREFERRED CUSTOMER OR AT THE PREFERRED CUSTOMER'S OPTION IN TORONTO, ONTARIO, CANADA. HOWEVER, THE JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Either party may initiate an Arbitration by providing a Notice to Arbitrate to the other party:

(1) The notice must include a description of the Dispute and the relief sought to be recovered. A sample of a Notice to Arbitrate can be found at: <http://adrchambers.com/uploads/Notice%20to%20Arbitrate.pdf> ("Notice to Arbitrate");

(2) Three copies of the Notice to Arbitrate, plus the appropriate filing fee, must also be sent to: ADR Chambers, 180 Duncan Mill Road, 4th Fl., Toronto, ON M3B 1Z6;

(3) One copy of the Notice to Arbitrate must be sent to the other party in accordance with Section 1.6 hereof, or as otherwise agreed to by the parties.

THE ARBITRATOR SHALL HAVE COMPLETE DISCRETION OVER THE DISCOVERY AND PRODUCTION PROCESS. COPIES OF THE ADR CHAMBERS ARBITRATION RULES MAY BE DOWNLOADED AT: <http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration-rules/>

EXCEPT THAT THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION. IN THIS REGARD THE PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING INCLUDING WITHOUT LIMITATION ANY CLASS ACTION OR CLASS ARBITRATION. AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIM WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION AS THE PARTIES SPECIFICALLY AGREE THAT THE ARBITRATION SHALL BE LIMITED TO THE RESOLUTION ONLY OF INDIVIDUAL CLAIMS. THE ARBITRATOR HAS THE DISCRETIONARY AUTHORITY TO AWARD THE COSTS OF THE ARBITRATION, THE ARBITRATOR'S FEES, AND ANY REASONABLE AND NECESSARY LEGAL FEES INCURRED IN

CONNECTION WITH A DISPUTE RESOLVED IN FAVOR OF THE PREVAILING PARTY. THE COSTS OF INITIATING THE ARBITRATION SHALL BE BORNE BY THE PARTY INITIATING ARBITRATION. THE COSTS OF BRINGING ANY COUNTERCLAIMS SHALL BE BORNE BY THE PARTY ALLEGING THE COUNTERCLAIMS. ALL REMAINING COSTS AND FEES SHALL BE SPLIT EQUALLY BETWEEN THE PARTIES UP THROUGH ISSUANCE OF A FINAL AWARD. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW ANALYSIS, THE PARTIES AGREE THE CONTRACT, AND ANY MATTER ARISING OUT OF, RELATING TO, OR INVOLVING THE CONTRACT, INCLUDING TORT CLAIMS, WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OR TERRITORY IN WHICH THE DISTRIBUTOR RESIDES WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAWS PRINCIPLES. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR PART OF THIS PROVISION IS VOID OR VOIDABLE.

UNLESS OTHERWISE STIPULATED BY ALL PARTIES THERETO, THE PARTIES AND THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION PROCEEDINGS AND SHALL NOT DISCLOSE TO ANY THIRD PARTY: THE SUBSTANCE OF, OR BASIS FOR, THE CONTROVERSY, DISPUTE, OR CLAIM; THE SUBSTANCE OR CONTENT OF ANY SETTLEMENT OFFER, SETTLEMENT DISCUSSIONS, OR OFFERS ASSOCIATED WITH THE DISPUTE; THE PLEADINGS, OR THE CONTENT OF ANY PLEADINGS, OR EXHIBITS THERETO, FILED IN ANY ARBITRATION PROCEEDING; THE CONTENT OF ANY TESTIMONY OR OTHER EVIDENCE PRESENTED AT AN ARBITRATION HEARING OR OBTAINED THROUGH DISCOVERY IN AN ARBITRATION; THE TERMS OR AMOUNT OF ANY ARBITRATION AWARD; AND THE RULINGS OF THE ARBITRATOR ON ANY PROCEDURAL AND/OR SUBSTANTIVE ISSUES INVOLVED IN THE CASE.

THE PARTIES FURTHER AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO: (1) AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES; (2) AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL, DIRECT DAMAGES; OR (3) ORDER CONSOLIDATION OR CLASS ARBITRATION, CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIM WITHOUT THE



WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

THE INSTITUTION OF ANY ACTION FOR EQUITABLE RELIEF UNDER THIS PROVISION OR TO ENFORCE AN AWARD OR ORDER, SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ALL CLAIMS TO ARBITRATION.

IF ANY PREFERRED CUSTOMER INITIATES LITIGATION OUTSIDE OF ARBITRATION IN VIOLATION OF THE PROVISIONS OF THIS SECTION, AND UPON DEMAND BY ADVOCARE FAILS TO SUBMIT THE MATTER TO ARBITRATION, THE PREFERRED CUSTOMER SHALL BE LIABLE TO ADVOCARE FOR ALL COSTS, EXPENSES, AND LEGAL FEES INCURRED IN COMPELLING ARBITRATION OF THE MATTER.

ANY AMENDMENTS TO THIS ARBITRATION PROVISION SHALL APPLY ONLY PROSPECTIVELY, NOT RETROSPECTIVELY, AND SHALL BE EFFECTIVE FOURTEEN (14) DAYS AFTER POSTING BY ADVOCARE. ANY AMENDMENTS TO THIS ARBITRATION PROVISION SHALL NOT APPLY TO ANY CLAIM OR CONTROVERSY FOR WHICH A PREFERRED CUSTOMER HAS PROVIDED ADVOCARE ACTUAL, EXPRESS, WRITTEN NOTICE PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENTS.

THIS SECTION SHALL INURE TO THE BENEFIT OF ADVOCARE AND ALL OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, ANY OF WHOM SHALL BE ENTITLED TO INVOKE OR SEEK ENFORCEMENT OF THESE PROVISIONS, AND SHALL COVER ALL CLAIMS ASSERTED AGAINST ANY OF THEM THAT ARISE OUT OF OR RELATE TO THE CONTRACT.

TO THE EXTENT THIS ARBITRATION PROVISION OR ANY PORTION THEREOF IS DETERMINED TO BE IN VIOLATION OF, OR UNENFORCEABLE TO ANY EXTENT UNDER, ANY PROVINCIAL OR FEDERAL LAW, THE PARTIES AGREE THAT SUCH PROVISION OR PORTION IS SEVERABLE AND MAY BE REVISED TO BE CONSISTENT WITH APPLICABLE LAW, AND TO EFFECTUATE TO THE MAXIMUM EXTENT POSSIBLE THE ORIGINAL TERMS AND INTENT OF THIS PROVISION.

*AdvoCare Health & Wellness Canada Ltd.,
2801 Summit Avenue, Plano, TX 75074, USA;
1-800-542-4800; www.advocare.com*



Québec CANCELLATION FORM

TO BE COMPLETED BY THE MERCHANT

TO : _____
Name of itinerant merchant or representative

Address of itinerant merchant or representative

Telephone number of itinerant merchant or representative

Fax number of itinerant merchant or representative

Electronic address of itinerant merchant or representative

TO BE COMPLETED BY THE CONSUMER

DATE : _____
date on which form is sent

By virtue of *section 59* of the *Consumer Protection Act*, I hereby cancel the contract No. _____ made on _____
contract number, if any

_____ at _____
date of contract Address where contract was signed by consumer

Name of consumer

Telephone number of consumer

Fax number of consumer

Electronic address of consumer

Address of consumer

Signature of consumer

Québec FORMULAIRE DE RÉSOLUTION

À COMPLÉTER PAR LE COMMERÇANT

À : _____
nom du commerçant itinérant ou du représentant

adresse du commerçant itinérant ou de son représentant

Numéro de téléphone du commerçant itinérant ou du représentant

Numéro de télécopieur du commerçant itinérant ou du représentant

Adresse électronique du commerçant itinérant ou du représentant

À COMPLÉTER PAR LE CONSOMMATEUR

DATE : _____
date d'envoi du formulaire

En vertu de *l'article 59* de la *Loi sur la protection du consommateur*, j'annule le contrat n _____ conclu le _____
numéro du contrat, s'il est indiqué

_____ à _____
date de la formation du contrat adresse où le consommateur a signé le contrat

Nom du consommateur

Numéro de téléphone du consommateur

Numéro de télécopieur du consommateur

Adresse électronique du consommateur

Adresse du consommateur

Signature du consommateur

