



WEBSITE AND LICENSE AGREEMENT FOR ADVOCARE DISTRIBUTOR United States

The following Website and License Agreement for AdvoCare Distributor (this “IP Agreement”) contains the terms and conditions between the named Applicant (hereinafter “Distributor”) and CERPUR Pioneer, LLC (hereinafter “CERPUR”). CERPUR owns all trademarks, trade names, logos, and copyrighted images and content (the “Intellectual Property”) related to AdvoCare® and the products (“Products”) manufactured and sold by AdvoCare International, LLC (“AdvoCare”).

1. **IP Agreement.** The parties agree that good and valuable consideration exists for this IP Agreement and in the event that the Agreement is amended by CERPUR, the decision of the Distributor to continue operating under the IP Agreement constitutes good and valuable consideration for and acceptance of all amendments. **Any amendments to the IP Agreement shall apply only prospectively, not retrospectively, shall be communicated directly to Distributors via email, and shall be effective fourteen (14) days after online posting by CERPUR. CERPUR reserves the right to amend the IP Agreement from time to time, in its sole discretion.**
2. **Severability.** Any provision of the IP 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 of the IP Agreement is severable and will not invalidate or render unenforceable any other provision of the IP Agreement, nor will such provision of the IP Agreement be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision of the IP Agreement is deemed invalid or unenforceable in any particular proceeding, such provision shall be modified to effectuate its original intent and purpose to the fullest extent possible.
3. **Requirements to Enter into an IP Agreement.** In order to enter into an IP Agreement, you must:
 - (1) Be at least 18 years of age;
 - (2) Submit a signed IP Agreement; and
 - (3) Become an AdvoCare Distributor

A signed IP Agreement constitutes your representation that you are at least 18 years old.

4. **Rights and Privileges of Distributors.** Once CERPUR receives and accepts an IP Agreement, the Distributor enjoys the following rights and privileges that are continuing in nature and regularly supplemented and updated to enhance a Distributor’s business opportunity:
 - (1) To enjoy a right to use a Distributor Website; and
 - (2) To enjoy a limited license to display and use certain items of the Intellectual Property.

5. **Distributors are Independent Contractors.** Distributors are independent contractors of AdvoCare, and not employees of CERPUR. A Distributor may not do anything that would lead someone to believe that he or she is an employee or an agent of CERPUR. Nothing in the IP Agreement creates a relationship, express or implied, of employer-employee or principal-agent between Distributor and CERPUR. CERPUR does not retain any right to control or direct Distributor regarding the detail, manner or methods of Distributor's CERPUR business.
6. **Distributor Website.** CERPUR will provide Distributor with a personalized website ("Distributor Website") to be used to market, promote and sell the Products. Distributor may also participate in training through the Distributor Website and may receive Licensed IP on the website from time to time.
7. **Use of Logos, Trademarks, and Copyrighted Material.** CERPUR owns all Intellectual Property. Distributors may not use the Intellectual Property without consent from CERPUR. CERPUR grants to Distributor a nonexclusive, limited license to use approved Intellectual Property ("Licensed IP") to promote Distributor's AdvoCare business in the United States; The Licensed IP is made available to each Distributor through his or her Distributor Website. Distributor may not use the Licensed IP for any other purpose and may not transfer or sublicense the Licensed IP to any other person.
8. **Consideration for IP Agreement.** All Distributorship renewal fees will be paid to CERPUR in consideration of the Licensed IP and the Distributor Website. All amounts paid for Products or for the AdvoCare Kit will be paid to AdvoCare and not to CERPUR.
9. **Termination.** Any breach of this IP Agreement will be a material breach and may result in immediate termination. **This IP Agreement may be terminated by either CERPUR or the Distributor for any reason upon thirty (30) days' written notice, which the parties agree is a reasonable time period.** Distributor understands and agrees that this IP Agreement is non-exclusive and that CERPUR retains the right to enter into IP Agreements with multiple Distributors. Cancellation shall be effective on the date on which written notice is mailed, emailed, or delivered to an express courier, to the other party's last known address, email address, or to his or her counsel, or when the Distributor receives actual notice of cancellation, whichever occurs first. Neither party shall be required to have any reason, nor to prove any cause in order to terminate any Distributorship. If and when any Distributorship with any Distributor is terminated, the Distributor shall have no claim against CERPUR, its affiliates, or their respective officers, directors, agents, employees, servants, and representatives, nor any right to claim or collect lost profits, lost opportunities, or any other damages. Termination will result in the loss of all benefits as a Distributor. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation, any right to reasonable notice of termination of the contractual relationship. If Distributor's Distribution Agreement with AdvoCare terminates, this IP Agreement shall automatically terminate at the same time and date, without further action on the part of either Distributor or CERPUR.
10. **Limitation of Remedies.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER CERPUR NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE TO ANY DISTRIBUTOR, OR ANYONE ELSE, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT ARISE OUT OF OR RELATE TO THE IP AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY INFORMATION PROVIDED BY CERPUR TO DISTRIBUTORS, INCLUDING INFORMATION RELATING TO CUSTOMERS, DISTRIBUTOR LISTS AND EARNINGS, AND OTHER SIMILAR INFORMATION. NEITHER CERPUR NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR AFFILIATES, SHALL BE LIABLE UNDER ANY

THEORY FOR ANY CONDITION OR CIRCUMSTANCE CAUSED BY *FORCE MAJEURE*, INCLUDING, BUT NOT LIMITED TO, STRIKES, LABOR DIFFICULTIES, RIOTS, WAR, FIRE, NATURAL DISASTERS, DEATH, EPIDEMICS, PANDEMICS, CURTAILMENT OR INTERRUPTION OF A SOURCE OF SUPPLY, SUPPLY CHAIN INTERRUPTIONS, OR GOVERNMENT DECREES OR ORDERS.

11. Mandatory Arbitration and Dispute Resolution. UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS IP AGREEMENT, ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE IP AGREEMENT, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN EXISTING COMMERCIAL 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. DISTRIBUTORS 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 COLLIN COUNTY, TEXAS, WHICH SHALL BE THE EXCLUSIVE LOCATION OF THE ARBITRATION ABSENT AGREEMENT BY THE PARTIES OR EXTRAORDINARY CIRCUMSTANCES. HOWEVER, THE JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH PARTY TO THE ARBITRATION PROCEEDING SHALL BE ENTITLED TO NO MORE THAN TWENTY (20) REQUESTS FOR PRODUCTION, TEN (10) INTERROGATORIES, AND FIVE (5) DEPOSITIONS. ALL RESPONSES TO REQUESTS FOR PRODUCTION AND INTERROGATORIES ARE DUE WITHIN TEN (10) DAYS FROM THE DATE THEY ARE SERVED. ALL DOCUMENTS MUST BE PROVIDED WITHIN THREE (3) DAYS AFTER THE RESPONSES TO REQUESTS FOR PRODUCTION ARE DUE. THE FOREGOING DISCOVERY LIMITATIONS AND DEADLINES MAY BE MODIFIED OR EXPANDED AT THE DISCRETION OF THE ARBITRATOR FOR GOOD CAUSE SHOWN. 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 IP AGREEMENT, AND ANY MATTER ARISING OUT OF, RELATING TO, OR INVOLVING THE IP AGREEMENT, INCLUDING TORT CLAIMS, WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IN ACCORDANCE WITH U.S.C.A., TITLE 9, UNITED STATES ARBITRATION ACT (THE "FAA"), AND/UNLESS OTHERWISE CONFLICTING, WITH THE TEXAS ARBITRATION ACT, TEX. CIV. PRAC. & REM. CODE §171.001 ET SEQ. (THE "TAA"). 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. IN THE EVENT A PARTY FAILS TO PAY THE FULL AMOUNT OF ANY AWARD, INFORMATION RELATING TO THE AWARD MAY BE USED IN CONFIRMATION OF THE AWARD, WITH EACH PARTY AGREEING TO UTILIZE THE APPROPRIATE STATE OR FEDERAL PROCEDURAL SAFEGUARDS TO PROTECT THE CONFIDENTIALITY OF THE ARBITRATION.

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, OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THIS REGARD THE PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTIES, THEIR OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, DISTRIBUTORS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS 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 ARBITRATOR MAY, HOWEVER, CONSOLIDATE ARBITRATIONS AGAINST CERPUR AND ADVOCARE BY THE SAME DISTRIBUTOR, IF THE SUBJECT MATTERS OF THE ARBITRATIONS IS RELATED.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THE IP AGREEMENT SHALL PREVENT CERPUR FROM APPLYING TO AND OBTAINING FROM ANY COURT HAVING JURISDICTION A WRIT OF ATTACHMENT, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, RELIEF PURSUANT TO TEXAS RULE OF CIVIL PROCEDURE 202, OR OTHER RELIEF TO SAFEGUARD AND PROTECT ADVOCARE'S AND CERPUR'S INTERESTS AND RIGHTS, INCLUDING WITHOUT LIMITATION, RIGHTS WITH RESPECT TO CONFIDENTIAL INFORMATION, THE INTELLECTUAL PROPERTY, AND COPYRIGHTED MATERIALS AT ANY TIME PRIOR TO, DURING, OR FOLLOWING THE FILING OF ANY 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 DISTRIBUTOR INITIATES LITIGATION OUTSIDE OF ARBITRATION IN VIOLATION OF THE PROVISIONS OF THIS SECTION, AND UPON DEMAND BY CERPUR FAILS TO SUBMIT THE MATTER TO ARBITRATION, THE DISTRIBUTOR SHALL BE LIABLE TO CERPUR 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 ONLINE BY CERPUR, OR OTHER MECHANISM DESIGNED TO PROVIDE NOTICE TO DISTRIBUTORS. NO AMENDMENTS TO THIS ARBITRATION PROVISION SHALL APPLY TO ANY CLAIM OR CONTROVERSY

FOR WHICH A DISTRIBUTOR HAS PROVIDED CERPUR ACTUAL, EXPRESS, WRITTEN NOTICE PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENTS.

THIS SECTION SHALL INURE TO THE BENEFIT OF CERPUR AND ALL OF ITS OWNERS, 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 IP AGREEMENT.

- 12. Governing Law, Jurisdiction and Venue.** The IP Agreement, its interpretation and enforcement, and all claims arising out of or relating to the IP Agreement, 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 State of Texas without regard to choice of law or conflicts of law principles. Procedural matters in any arbitration proceeding shall be governed by the FAA and, unless otherwise conflicting with the FAA, the TAA. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action between CERPUR and any Distributor(s) that is not subject to arbitration shall be in the courts of Collin County, Texas and/or the United States District Court, Eastern District of Texas, to the exclusion of all other venues and forums, and Distributor 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 Distributor against CERPUR in another venue or forum in violation of this provision shall be a material breach of the IP Agreement causing CERPUR irreparable harm, and Distributor agrees and stipulates that CERPUR shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision.

The signee has read and understood all of the foregoing terms and conditions of the IP Agreement and hereby accepts them by submitting his/her personal information and executing this IP Agreement.