



POLICIES, PROCEDURES AND COMPENSATION PLAN

When you become an AdvoCare® Independent Distributor, you are joining forces with one of the most exciting and dynamic direct selling companies in the world today. Not only are we committed to producing and selling world class nutritional products, we are also committed to providing an exceptional opportunity for Distributors to build their own independent businesses. Towards that end, the Policies and Procedures in Section I outline rules that AdvoCare Independent Distributors must follow to protect that opportunity for everyone and to ensure that the AdvoCare business is conducted with integrity. The outstanding Compensation Plan in Section II is designed so Distributors have the opportunity to earn income by buying and selling AdvoCare products and developing downline Distributor teams that sell AdvoCare products. That is the foundation of the AdvoCare business.

Whatever your reason for becoming a Distributor – whether you wish to develop an AdvoCare business selling AdvoCare products or simply buy AdvoCare products at a discount to share with your friends – it is our sincere desire that you succeed. Your success and satisfaction are at the heart of our success.

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SECTION I: POLICIES AND PROCEDURES

CHAPTER 1: INTRODUCTION

1.1 Policies Incorporated into Distributor Agreement

The Policies, Procedures and Compensation Plan (“Policies”), in their current form and as amended periodically at the sole discretion of AdvoCare International, L.P. (“AdvoCare”), are incorporated into the AdvoCare Distributor Agreement. It is the responsibility of each AdvoCare Independent Distributor (“Distributor”) to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. The most current version of the Policies is available online through your AdvoCare Distributor Website. Any amendments to the Policies shall apply only prospectively, not retrospectively. AdvoCare reserves the right to amend the Policies in its sole discretion. By executing the AdvoCare Distributor Agreement, each Distributor agrees to abide by all amendments or modifications made by AdvoCare. The continuation of a Distributor’s AdvoCare business following the effective date of amended Policies, including but not limited to a Distributor’s acceptance of compensation under the Compensation Plan, shall constitute acceptance of all amendments to the Policies.

1.2 Purpose

The Purpose of the Policies is to define the relationship between AdvoCare and the Distributor, to set standards of acceptable business practices and to support Distributors in building and protecting their AdvoCare direct selling businesses in a manner that is in compliance with these Policies. Any violation of the Policies may result in disciplinary action including probation, suspension and/or termination at the sole discretion of AdvoCare.

1.3 Integrated Contract

Together the Distributor Agreement and the Policies, as they may be amended, constitute the contractual agreement (“Contract”) between AdvoCare and each Distributor. The Contract sets forth the entire agreement between AdvoCare and the Distributor and supersedes any and all prior oral or written agreements or understandings between AdvoCare and the Distributor, including any representations by AdvoCare or its Distributors not explicitly made in the Contract or in official AdvoCare publications. The Contract may not be altered or amended, except as provided in the Policies,

as amended from time to time, or by other written notice by AdvoCare. Should any discrepancy exist between the terms of the Contract and verbal representations made to any Distributor by any AdvoCare employee, the terms and requirements of the Contract will prevail. Should any discrepancy exist between the terms of the AdvoCare Distributor Agreement and the Policies, the terms of the Policies will prevail.

1.4 No Waiver

AdvoCare never forfeits its right to require the compliance of a Distributor with the terms of the Contract, or with applicable laws and regulations governing business conduct. No failure by AdvoCare to exercise any right under the Contract or to insist upon strict compliance by a Distributor with any obligation or provision of the Contract shall operate as a waiver of AdvoCare’s right to demand exact compliance with the Contract. The existence of any claim or cause of action of a Distributor against AdvoCare shall not constitute a defense to AdvoCare’s enforcement of any term or provision of the Contract.

1.5 Policies and Provisions Severable

Any provision of the Contract 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 Contract is severable and will not invalidate or render unenforceable any other provision of the Contract, nor will such provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision of the Contract is deemed invalid or unenforceable in any particular proceeding, such provision shall be reformed to effectuate its original intent and purpose to the fullest extent possible.

1.6 Notices and Other Communications

Any notice or other written communication required under this Contract shall be delivered personally, by email or mail. Unless otherwise provided in the Contract, such notice shall be deemed given when delivered personally or, if transmitted by email, one (1) day after the date of such email or, if mailed, five (5) days after the date of mailing, to the principal address of the AdvoCare Corporate Office or to the Distributor’s address. Notice to a Distributor will be mailed to his or her address or email address of record with AdvoCare. AdvoCare shall have the right, as an alternative method of notice, to use

mailers or other normal channels of mass communication with its Distributors. This provision does not apply to notice of amendments to the Policies, which are effective upon posting as described in Chapter 1.1 above. It is the sole responsibility of the Distributor to maintain their correct address, email address, phone number and other contact information on file with AdvoCare.

CHAPTER 2: BECOMING AN ADVOCARE INDEPENDENT DISTRIBUTOR

2.1 Definition of Independent Distributor

AdvoCare Independent Distributors are the exclusive distribution channel for AdvoCare's products ("Products"). Distributors have the ability to purchase Products directly from AdvoCare and personally consume or sell the Products to their customers. Throughout the Policies, the terms "Distributor," "Independent Distributor," "you," "Sponsor" and "Advisor" shall refer to any person whose Distributor Agreement has been signed, received and accepted by AdvoCare in its sole and absolute discretion.

2.2 Requirements to Become an Independent Distributor

In order to become a Distributor, you must:

- (1) Be at least 18 years of age;
- (2) Reside in a geographic area where AdvoCare conducts its direct selling business;
- (3) Submit a signed Distributor Agreement and sign up under an existing AdvoCare Distributor as a Sponsor; and
- (4) Purchase a Distributor Kit.

A signed Distributor Agreement constitutes your agreement with AdvoCare, and acknowledges your understanding that you must adhere to the AdvoCare Policies, which are incorporated into the Distributor Agreement as part of the Contract. Providing false information in your Distributor Agreement may result in the immediate termination of your Distributorship. Additionally, AdvoCare reserves the right to refuse any application in its sole discretion.

2.3 Rights and Privileges of Distributors

Once AdvoCare receives and accepts a Distributor Agreement, the Distributor enjoys the following rights and privileges:

- (1) To sell Products to Retail Customers and earn a profit, if eligible;
- (2) To sell Products to Preferred Customers and earn Wholesale Commissions, if eligible;
- (3) To purchase Products directly from AdvoCare at a discounted price;
- (4) To sponsor other individuals as Distributors and/or Preferred Customers;
- (5) To participate in the AdvoCare Compensation Plan (receive commissions and bonuses, if eligible);
- (6) To have an opportunity to qualify for the Advisor level and be eligible to earn Overrides and Leadership Bonuses upon fulfilling the requirements set forth in Section II: Compensation Plan;
- (7) To participate in AdvoCare-sponsored incentive trips and programs, if eligible;
- (8) To receive AdvoCare communications and literature; and
- (9) To participate in AdvoCare-sponsored training, motivational and recognition events upon meeting qualifying criteria and payment of appropriate charges, if applicable.

2.4 Renewal of Distributorship

A Distributor must renew his or her Distributorship on an annual basis by paying the current renewal fee of \$50, subject to change and agreeing to be bound by the then-current Policies. AdvoCare reserves the right to review and accept or reject any renewal of any Distributorship. The due date for the renewal fee will be the anniversary date of the Distributor's execution of his or her Distributor Agreement, unless the Distributor joined AdvoCare on or before October 4, 2004, for whom the anniversary date is set at December 31. Each year the Distributor wants to renew, he or she must do so by paying the current renewal fee and agreeing to the current Policies on or before such anniversary date. Paying the renewal fee constitutes the Distributor's acceptance of all terms and conditions of his or her Contract with AdvoCare, including the then-current Policies. A renewal application is not required.

AdvoCare currently offers, at its discretion, an "Auto Renewal" option that allows a Distributor to enroll and have their renewal fees automatically charged to their credit card on file on the first day of their anniversary month, automatically renewing their Distributorship for another year.

If a Distributor is not automatically renewed through Auto Renewal and fails to pay the renewal fee by the renewal date, AdvoCare may, in its sole discretion, either: (1) cancel the Distributorship; or (2) waive the renewal fee (without waiver of AdvoCare's right to collect or insist on payment of future renewal fees). While AdvoCare encourages all Distributors to renew on or before their anniversary date, AdvoCare generally provides (but is under no contractual obligation to provide) a 60-day grace period before the Distributorship is purged for non-renewal.

If at any time the individual wishes to again become a Distributor after his or her Distributorship has been purged for non-renewal, the individual must sign up as a new Distributor and enter into a new Distributor Agreement and Contract with AdvoCare, receiving a new Distributor Kit, receiving a new ID number and starting at the twenty percent (20%) discount level unless purchases qualify the Distributor for a higher discount level.

2.5 Change of Contact Information

You may change your contact information (including your mailing address, phone number and/or email address) online through your Distributor Website or by contacting AdvoCare Customer Service.

2.6 Changing Sponsors

AdvoCare does not permit Distributors to change Sponsors. However, a Distributor may choose to either: (1) resign from his or her Distributorship, subject to all the terms and conditions that apply to a resignation, wait six (6) months from the date of resignation and start over as a new Distributor, enrolling under the Sponsor of his or her choice; or (2) choose to not renew during his or her renewal period, and enroll under the Sponsor of his or her choice as a new Distributor.

2.7 Position Roll-Ups

Distributor positions do not automatically roll up when they are vacated. Rather, when a position is vacated for any reason, either voluntarily or involuntarily, the vacated position will remain in its current position in the AdvoCare organization, and its downline organization will remain intact, until at least the time that AdvoCare has recouped all costs and losses, including attorney's fees, associated with the reason the position has been vacated, such as a Distributor's termination and the events that are connected with or led to the termination. This provision includes all costs, fees, and expenses

associated with litigation that may result from or be connected with such termination.

Once AdvoCare determines, in its sole discretion, that it has recouped all such costs and losses, the vacated Distributor position may be removed from AdvoCare's organization, and the downline organization may roll up to the immediate upline Distributor, all in the sole discretion of AdvoCare. No Distributor shall have any vested right or claim in the roll-up of any vacated position in AdvoCare's organization, regardless of whether the position has been vacated through voluntary resignation or non-renewal, involuntary termination, or otherwise. The decision whether or not to roll up a particular position after it is vacated is always within the sole discretion of AdvoCare.

If a vacating Distributor sponsored any Preferred Customer(s) or Registered Retail Customer(s), those Preferred Customer(s) and/or Registered Retail Customer(s) may roll up to the immediate upline Distributor, in the sole discretion of AdvoCare.

CHAPTER 3: INDIVIDUAL LIMITED TO ONE ADVOCARE ACCOUNT

3.1 One AdvoCare Account per Individual

A Distributor shall only participate directly or indirectly in the operation and development of one account with AdvoCare, whether it is a Distributorship or a Preferred Customer membership. A Distributor shall not retail, recruit, promote, train, educate or otherwise assist in the development of any other AdvoCare Distributorship other than their own, except to assist their downline organization, as is appropriate for a Sponsor or to assist other Distributors. An exception to this restriction is if the Distributor is serving as a trustee on another Distributorship (refer to Chapter 13: Disposition of a Distributorship – Death or Legal Incapacity for details).

AdvoCare will only accept a Distributor Agreement in the name of the individual(s). Applications in the name of a corporation, partnership or business entity will not be accepted.

3.2 Determination and Penalty for Multiple Accounts

If an individual is found to be enrolled or participating in two or more Distributorships simultaneously, the first Distributorship will be considered the valid Distributorship. If AdvoCare determines that an

individual is operating two or more active Distributorships, AdvoCare has sole and absolute discretion to determine the disposition of the affected Distributorships, as well as any penalties or sanctions it deems necessary and appropriate for the Distributorship. An individual that signs more than one Distributor Agreement, or operates in more than one Distributorship, may have any and all Distributorships suspended or terminated in AdvoCare's sole discretion.

CHAPTER 4: MARRIED COUPLES LIMITED TO ONE ADVOCARE ACCOUNT

4.1 One AdvoCare Account per Married Couple

Spouses may only participate directly or indirectly in the operation and development of one account with AdvoCare, whether it is a Distributorship or a Preferred Customer membership. A Distributor may not retail, recruit, promote, train, educate or otherwise assist in the development of any other AdvoCare Distributorship other than their own, except to assist their downline organization, as is appropriate for a Sponsor or to assist other Distributors. An exception to this restriction is if the Distributor is serving as a trustee on another Distributorship (refer to Chapter 13: Disposition of a Distributorship – Death or Legal Incapacity for details). If one spouse has an AdvoCare Distributorship, then the other spouse may not have an AdvoCare Preferred Customer membership.

4.2 Income Tax and Compensation for Married Distributors

AdvoCare will issue one IRS Form 1099 per Distributorship to the primary Applicant on each account. However, if a spouse is listed as a Co-Applicant on the Distributorship, then all compensation checks will be issued in both the Applicant and the Co-Applicant's names.

4.3 Co-Applicant

Only the spouse of a Distributor may become a Co-Applicant on the Distributorship. If an individual enrolls as a Distributor and his or her spouse also wishes to become a Distributor, the spouse must enroll as a Co-Applicant on the Distributorship. Spouses may be added as a Co-Applicant at the same time the individual becomes a Distributor, or at a later date. Both the Primary Applicant and the Co-Applicant have the same rights and access to the Distributorship.

4.4 Married Couples May Only Have One Distributorship

Married couples may have only one AdvoCare Distributorship, unless their circumstances qualify them for the limited-time exception laid out in Chapter 4.6: Marriage Between Distributors (Gold 3 Star level and above).

4.5 Marriage Between Distributors (Gold pin level and below)

If two Distributors subsequently marry and both are at the pin level of Gold or below, then one spouse must resign his or her Distributorship within one pay period from the date of marriage. At that time, the downline from the resigning spouse may roll up to the next upline Distributor in AdvoCare's sole discretion. The Distributor who resigned his or her Distributorship due to marriage may then immediately enroll as a Co-Applicant on the non-resigning spouse's Distributorship. Failure to timely resign a Distributorship under this policy may result in the termination of the most recently created of the two Distributorships.

4.6 Marriage Between Distributors (Gold 3 Star pin level and above)

If two Distributors subsequently marry and at least one has attained the pin level of Gold 3 Star or above, then the couple may operate both Distributorships for a period of eighteen (18) months from the date of marriage if they choose to do so. After eighteen months, one spouse must resign his or her Distributorship. At that time, the downline from the resigning spouse may roll up to the next upline Distributor in AdvoCare's sole discretion. The Distributor who resigned his or her Distributorship may then enroll immediately as a Co-Applicant on the non-resigning spouse's Distributorship. An exception to this eighteen-month grace period applies if a Distributor wishes to participate in an AdvoCare incentive, training or event earned by his or her spouse's Distributorship. In order to attend, the spouse must resign prior to the date of the event and enroll as a Co-Applicant on the earning spouse's Distributorship. Failure to timely resign a Distributorship under this policy may result in the termination of the most recently created of the two distributorships.

4.7 Liability of Married Distributorship

The liability of two (2) married Distributors who operate a Distributorship together shall be joint so that both Distributors shall be responsible, accept liability for, and be bound by, any act or omission of either Distributor.

Any payment by AdvoCare to one such Distributor shall be deemed as payment to both such Distributors.

4.8 Responsibility of Married Distributor

A Distributorship shall be responsible for the activities of a spouse, whether or not the spouse participated in the Distributorship. As explained further in Chapter 7: Distributor Conduct, if a spouse engages in any activity which, if performed by the Distributor, would violate the Policies, the activity will be considered a violation by the Distributorship and AdvoCare may take action pursuant to the Contract as well as any other legal remedies against the Distributorship.

CHAPTER 5: SEPARATION AND DIVORCE

5.1 Handling of Compensation Checks in the Event of Divorce or Separation

In the event of divorce or legal separation between spouses who are Co-Applicants in a Distributorship, AdvoCare will continue to issue compensation checks in the joint names of the Co-Applicants until AdvoCare receives one of the following items:

- (1) A copy of a court order or decree which states that the couple is legally separated or divorced, and designates ownership of the Distributorship to one individual; or
- (2) If the parties to a divorce or legal separation choose amongst themselves who is to remain on the Distributorship, then the resigning spouse may submit a resignation form to remove his or her name from the Distributorship.

Divorced Distributors may not remain on the same Distributorship. Once a court renders a final divorce decree, a temporary hold may be placed on the Distributorship until AdvoCare is in receipt of either (1) or (2) listed above designating ownership of the Distributorship to one party.

Neither AdvoCare nor its employees shall be liable for any loss, damage or injury resulting from AdvoCare's compliance with a court order or decree pursuant to this section. Any court order addressing the ownership of a Distributorship in the event of a separation or divorce must adhere to the AdvoCare Policies in order to be enforceable by AdvoCare.

5.2 Resigning Spouse or Former Spouse

If a former spouse has resigned or has completely relinquished all rights in his or her original Distributorship, he or she is thereafter free to enroll under any Sponsor of their choosing and need not wait six (6) months before reapplying. However, the relinquishing spouse shall have no rights to any Distributors in their former organization. They must begin the new Distributorship in the same manner as would any other new Distributor.

CHAPTER 6: PROTECTING YOUR DISTRIBUTORSHIP

6.1 Distributorship as a Corporation or Limited Liability Company (LLC)

AdvoCare recognizes that there may be certain advantages to operating a Distributorship as a corporation or as a limited liability company (LLC). Any Distributor who wishes to operate his or her AdvoCare Distributorship as a corporation or LLC must get *prior* approval from AdvoCare and comply with the following requirements and conditions:

- (1) Submit a request to assign your Distributorship to the AdvoCare Legal Department (email legal@advocare.com);
- (2) As of the date of the request, the Distributor must have been at the Advisor level for at least six (6) months;
- (3) The corporation or LLC must be owned 100 percent by the individual Distributor (and Co-Applicant, if applicable);
- (4) The sole business purpose of the corporation or LLC must be the operation of an AdvoCare Distributorship pursuant to the Policies. A Distributorship may not be transferred into an existing corporation or LLC that conducts any other business;
- (5) No change in the ownership structure of the corporation or LLC may be made without the prior written approval of the AdvoCare Legal Department;
- (6) The name of the corporation or LLC may not be the same or similar to any AdvoCare trademarks, service marks, product names, logos, slogans, taglines, or any other proprietary name or phrase owned or used by AdvoCare (for questions concerning this requirement, contact the AdvoCare Legal Department);
- (7) The Distributorship must remain in an individual's name (and Co-Applicant's name, if

applicable), and the name(s) of the individual(s) must be present on all marketing materials, business cards, websites, advertising and contact information. The name of the corporation or LLC may not be used on any of the items listed above; and

- (8) Must receive approval by the AdvoCare Legal Department.

Upon forming such an entity, the Distributorship will remain in the name of the individual(s). The earnings of the Distributorship will be reported in the name and tax identification number of the LLC or corporation from the date the Distributorship was assigned to the LLC or corporation. If the Distributorship was assigned to an individual for a portion of the year, then the earnings will be reported partially to the individual and partially to the corporation. A business entity formed in connection with a Distributorship, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the business entity are individually, jointly and severally liable for any indebtedness to AdvoCare, compliance with the Contract, including these Policies, and all other obligations of the Distributor to AdvoCare.

6.2 Insurance

6.2.1 Distributor May Obtain Insurance

A Distributor may obtain third party insurance coverage for Distributor business activities. Please refer to the Distributor Website for the most current information about insurance coverage offerings to protect a Distributorship.

6.2.2 Product Liability Coverage

AdvoCare maintains product liability insurance to protect against certain product liability claims, as long as the Distributor is storing, marketing and selling Products in accordance with applicable laws, regulations and the Policies. Product liability policy coverage excludes claims that arise as a result of a Distributor's misconduct in storing, marketing or selling Products. Additionally, claims that arise out of any Products purchased on a website other than an official AdvoCare Distributor Website are excluded from this coverage.

6.3 Assumption of Risk

A Distributor understands that while traveling to or from AdvoCare-related meetings, events, activities,

workshops, retreats, incentive trips, or other gatherings, the Distributor does so as a part of his or her own independent business and not in any manner as an employee, agent, or functionary of AdvoCare. This assumption of risk is not affected by whether or not the Distributor's attendance may be based in whole or in part by invitation from, or agreement with, AdvoCare to attend. The Distributor assumes all risk and responsibility for such travel.

CHAPTER 7: DISTRIBUTOR CONDUCT

7.1 Distributors are Independent Contractors

Distributors are independent contractors, not employees of AdvoCare. Distributors may not do anything that would lead someone to believe that they are an employee or an agent of AdvoCare. As an independent contractor, Distributors are responsible for the following:

- (1) Setting retail prices for Products sold to Retail Customers (although, in order to maintain AdvoCare's premium brand image, business goodwill, and the integrity of its sales channel, AdvoCare strongly encourages Distributors to charge Retail Customers the suggested retail price – to do otherwise has an impact on the legitimate business interest of other Distributors);
- (2) Establishing working hours;
- (3) Conducting the day-to-day business; and
- (4) Reporting to the IRS any income earned from the Distributorship (See Section II: Compensation Plan for more details).

The services performed by you, as an AdvoCare Independent Distributor, are performed pursuant to the Contract between you and AdvoCare, and such Contract provides that you will not be treated as an employee with respect to such services for Federal tax purposes.

7.2 Distributors Must Identify Themselves as an AdvoCare Independent Distributor

When a Distributor uses his or her name on business cards, checks, advertising, social media, websites, email correspondence, on the telephone or any other communications related to his or her AdvoCare business, it must be stated as follows: “[John Doe], AdvoCare Independent Distributor.”

7.3 Distributors Must Follow All Laws

Distributors are responsible for complying with all local, state and federal laws and regulations concerning the operation of a Distributorship, marketing and selling practices, and the distribution of Products. Distributors should familiarize themselves with the applicable local, state and federal laws and regulations that affect the operation of their Distributorships. AdvoCare shall not be liable for any conduct of Distributors contrary to such laws and regulations.

7.4 Truthful and Ethical Conduct

All statements made by Distributors regarding AdvoCare, the business opportunity, the Products, past earnings, or product results must be truthful, ethical, accurate and not misleading. Distributors shall always conduct their business in an ethical manner and in compliance with the Direct Selling Association's Code of Ethics (See www.dsa.org/code-of-ethics) and all local, state and federal laws and regulations.

7.5 Complaints or Concerns

AdvoCare values constructive comments and input from Distributors, and in part relies on its Distributors to report Distributor conduct that could detrimentally affect its business, the business of other AdvoCare Distributors or the reputation of AdvoCare. AdvoCare encourages all complaints or concerns regarding other Distributors to be reported to legal@advocare.com. Complaints or concerns regarding Products may be directed to Customer Service.

7.6 Professional Conduct and Business Practices

Distributors shall use their best efforts to promote the positive reputation of AdvoCare, its products, its business opportunity and its Distributors. Distributors are prohibited from engaging in high-pressure selling or recruiting. Distributors must always conduct themselves in a professional, ethical, courteous and considerate manner when representing AdvoCare. All presentations and communications regarding Products and the AdvoCare business opportunity must be complete and truthful (i.e., product directions for use, cautions and warning statements, and product benefits as stated on product packaging, the AdvoCare website, or any AdvoCare-published literature, presentation of the most current AdvoCare Income Disclosure Statement or average income earned by Active Distributors).

7.7 Disruptive Conduct

If a Distributor behaves in a manner that, in the sole discretion of AdvoCare, causes disruption to the conduct of the normal business of AdvoCare or that of any other Distributor, or that is injurious to the image or reputation of AdvoCare or that of any other Distributor, then they are in violation of these Policies.

7.8 Actions of Household Members

Every Distributor is responsible for the actions of his or her immediate household members. If any such household member engages in any activity which, if performed by the Distributor, would violate the Distributor Agreement and/or the Policies, the activity will be considered a violation by the Distributor and AdvoCare may take action pursuant to the Contract as well as any other legal remedies against the Distributor.

7.9 News or Media Inquiries

Distributors must refer all media inquiries relating to AdvoCare, Products, any Distributor, representative, or employee of AdvoCare to the AdvoCare Legal Department at legal@advocare.com. This may include, but is not limited to: programs aired on television, radio, podcasts and printed material with national circulation. Failure to comply with this provision may result in the immediate suspension or termination of your Distributorship, at the sole discretion of AdvoCare.

7.10 Commingling AdvoCare with Another Enterprise, Product, Service or Other Activity

Distributors may participate in other direct selling or business ventures if they choose. However, Distributors are prohibited from mixing the AdvoCare business opportunity or Products with another business opportunity, product, service or other activity (for example, offering a free gym membership with the purchase of an AdvoCare 24-Day Challenge® is prohibited).

7.11 Prohibited Recruiting and Conflicts of Interest

During the term of the Contract, and unless otherwise agreed to by AdvoCare in writing, Distributors are free to participate in other multilevel, direct sales, network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of the Contract, Distributors may not directly or indirectly recruit other AdvoCare Distributors for any other Network Marketing business or opportunity (a "Competing Activity"). The term "recruit" means the actual or attempted sponsorship, solicitation,

enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third party, another AdvoCare Distributor to enroll or participate in a Competing Activity. This conduct constitutes recruiting even if the Distributor's actions are in response to an inquiry or contact made by another Distributor.

During the term of the Contract, Distributors are also prohibited from associating their AdvoCare business activities with any non-AdvoCare business opportunity, products, services, and other competing or inappropriate activities. For example, Distributors are prohibited from offering AdvoCare Products or promoting the AdvoCare opportunity and/or Compensation Plan in conjunction with any non-AdvoCare business plan, opportunity, product, activity or incentive. Distributors are similarly prohibited from offering or promoting any non-AdvoCare products or business opportunities at any AdvoCare-related meeting, seminar, convention, conference call, AdvoCare-related website or social media page, and other business functions.

Following the cancellation or termination of a Distributor's Contract, whether voluntary or involuntary and regardless of the reason for cancellation or termination, a former Distributor may not recruit any AdvoCare Distributor for any Competing Activities for a period of twelve (12) calendar months thereafter. Notwithstanding this prohibition, it is permissible for a Distributor to recruit his or her immediate family members during this 12-month period for Competing Activities, even if those immediate family members are current AdvoCare Distributors. Distributors stipulate that because Competing Activities are conducted worldwide, often through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Distributors agree that this non-solicitation provision shall apply in all countries in which AdvoCare conducts business at the time the restriction is applicable. Distributors agree that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope.

Each Distributor stipulates that if he or she violates any part of this section, AdvoCare will be irreparably harmed and calculation of the full extent of AdvoCare's damages will be difficult. Distributor therefore stipulates that AdvoCare shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Distributor and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which AdvoCare may be entitled, including disciplinary sanctions under the Contract and recovery of damages caused by a Distributor's breach. The provisions of this section shall survive termination of the Contract.

7.12 Cross-Recruiting

During the course of the term of the Distributorship, Distributors may not directly or indirectly cross-recruit other AdvoCare Distributors. The term "cross-recruit" means the actual or attempted inducement, solicitation, enrollment, encouragement, or effort to influence another AdvoCare Distributor to abandon a position under one Sponsor in favor of another Sponsor.

7.13 Confidential Information

In connection with a Distributor's AdvoCare business, AdvoCare may make available to Distributors certain information and reports regarding AdvoCare's business, Products, trade secrets, intellectual property, its network, identity and contact information of Distributors, Preferred Customers and Retail Customers, a Distributor's personal and/or group sales volume(s), Distributor rank and achievement levels, and other information needed to run and grow the Distributor's business, such as Distributor lists (collectively, "Confidential Information"). Distributors hereby stipulate and agree that Confidential Information belongs solely and exclusively to AdvoCare and constitutes its proprietary business trade secrets. Distributors have no claim, right, or title to any Confidential Information. Such Confidential Information is provided to Distributors in strictest confidence and is made available to Distributors for the sole purpose of assisting Distributors in their AdvoCare businesses. Distributors hereby agree to the disclosure of their information to other Distributors for this purpose. Distributors acknowledge that, but for this agreement of confidentiality and nondisclosure, AdvoCare would not provide Confidential Information to Distributors.

To protect Confidential Information, Distributors shall not, on his or her own behalf or on behalf of any other

person or entity, directly or indirectly: (1) disclose or disseminate any Confidential Information to any other person or entity; (2) provide access to any password-protected section of the AdvoCare website containing Confidential Information to any other person or entity, including providing any password to such section to any other person or entity; (3) use Confidential Information for any purpose other than the conduct and promotion of the Distributor's AdvoCare business as contemplated in these Policies and the Contract, including but not limited to recruiting any AdvoCare Distributor for any Competing Activities or competing in any way with AdvoCare; or (4) use Confidential Information to attempt to influence or induce any Distributor, Preferred Customer, Retail Customer, or employee of AdvoCare to cease or alter his or her business relationship with AdvoCare.

Upon the cancellation or termination of the Contract, regardless of the reason for such cancellation or termination, a Distributor shall immediately return to the Company any and all Confidential Information in his or her possession, custody, or control, including all copies of documents, files, or other media containing any Confidential Information and any derivative thereof. This requirement applies automatically and is not dependent on any demand being made by AdvoCare.

Each Distributor stipulates that if he or she violates the terms of this section, AdvoCare will be irreparably harmed and calculation of the full extent of AdvoCare's damages will be difficult. Distributor therefore stipulates that AdvoCare shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Distributor and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which AdvoCare may be entitled, including disciplinary sanctions under the Contract and recovery of damages caused by a Distributor's breach. The provisions of this section shall survive termination of the Contract.

CHAPTER 8: BUYING AND SELLING PRODUCTS

8.1 Reasons to Purchase Products

Distributors may purchase Products for their own use and that of their families, as well as for resale to Retail Customers who are purchasing Product for their own use and that of their families.

Distributors may not purchase Products for the purpose of qualifying for incentives, bonuses, pin level or discount level advancement and/or compensation paid by AdvoCare, or to sell in a manner not in accordance with the Policies (See Chapter 8.5: Unauthorized Sales).

Distributors are not required to carry inventory of Products for their own use or in order to service their customers, but they may choose to do so as a convenience for themselves and their customers. However, Distributors may not maintain inventories in amounts which are in excess of what they themselves reasonably determine is necessary for those purposes.

8.2 Selling Products

Only Distributors may sell Products. Products may only be sold person-to-person or through the AdvoCare Distributor Website. As many Products have age recommendations and dosage instructions best adhered to by adults, Distributors are prohibited from selling Products directly to minors (or anyone under the age of 18). Distributors cannot repackage, tamper with, relabel, misbrand or adulterate Products. Distributors must store Products in a cool, dry place. Distributors are responsible for proper storage and Product condition prior to sale.

8.3 Manipulation of the Compensation Plan

AdvoCare prohibits conduct and actions which are, or may be perceived as, manipulation of the Compensation Plan primarily for the purpose of qualifying for incentives, bonuses, pin level or discount level advancement and/or compensation paid by AdvoCare. This prohibited conduct may include, but is not limited to: (1) purchasing and/or paying for Products under a Distributor's account in your downline; (2) encouraging other Distributors to purchase Products under a Distributor's account in your downline; or (3) placing, or encouraging the placement of, orders under customer accounts in a fraudulent, manipulative or deceptive manner.

8.4 Retail Sales Receipts

A "Retail Customer" is a non-Distributor customer who purchases AdvoCare Product(s) directly from a Distributor or from a Distributor's Website. Federal law requires that Distributors provide each Retail Customer with a Retail Sales Receipt at the time of sale. If you sell directly to a Retail Customer, you must provide a Retail Sales Receipt. AdvoCare requires the use of official AdvoCare Retail Sales Receipts, which are included in the

Distributor Kit and can be obtained by logging into the AdvoCare website.

In addition, Distributors must keep copies of each Retail Sales Receipt issued for one year after the date of the sale. AdvoCare may, at any time, request submission of Retail Sales Receipts in order to verify retail sales for any given pay period. Distributors must fully complete all information for each Retail Sales Receipt, including customer contact information, Product(s) sold, price, and Distributor information. Failure to provide accurate, verifiable, and complete Retail Sales Receipts to AdvoCare within ten (10) days of a request is a violation of these Policies.

8.5 Unauthorized Sales

AdvoCare places some limitations on the manner in which Distributors may sell Products in order to protect the safety of consumers and the reputation of AdvoCare. These unauthorized sales include, but are not limited to the following:

- (1) **Unauthorized Payment Methods**: All payments made by credit card, debit card or personal check must be authorized by the customer at the time of the purchase. Unauthorized usage of a customer's credit card or other form of payment will not be tolerated;
- (2) **E-commerce Sites or Auction Sites**: In order to maintain AdvoCare's premium brand image and business goodwill, as well as to preserve the unique aspects of the sales channels in which AdvoCare's Products are sold, including person-to-person interaction, Distributors are prohibited from selling or advertising the sale of Products on e-commerce sites or auction sites, websites trading in products or services using the internet. Some examples of these prohibited websites include, but are not limited to: eBay, Amazon or Craigslist. AdvoCare cannot guarantee the authenticity, freshness, safety, or quality of Products sold on these sites, therefore, such Products are not eligible for AdvoCare's Satisfaction Guarantee;
- (3) **Social Media or Personal Websites**: Distributors are prohibited from selling Products on social media sites or their personal website(s); and
- (4) **Supplying Products to be Sold in an Unauthorized Manner**: Distributors are prohibited from supplying any other person or entity with Products that the Distributor knows

or should reasonably know are likely to be sold in an unauthorized manner.

The Distributor hereby agrees if there is a violation of this provision the Distributor shall forfeit, and be required to return all compensation paid (whether by authorized or unauthorized means) during the period in which any sale is made through improper means, which includes but is not limited to the sales listed above. Distributor agrees it would be extremely difficult for AdvoCare to estimate the amount of damages incurred from their time of entry because of the difficulty of distinguishing between compensation from legitimate and illegitimate sales. Therefore, Distributor agrees that forfeiture of compensation is appropriate. Distributor further agrees that AdvoCare shall be entitled to recover attorneys' fees incurred relating to the investigation of such a breach, and in recovery any compensation forfeited hereunder.

8.6 Ordering Products

Distributors may order Products directly from AdvoCare and may pay for orders with a credit or debit card, cash (if paying at Will Call), check or money order.

To place a Product order a Distributor may:

- (1) Place an order online at AdvoCare.com;
- (2) Contact AdvoCare Customer Service at 800-542-4800; or
- (3) Visit Will Call at the AdvoCare Corporate Office.

For frequently asked questions, such as hours of operation or Product pricing, please visit AdvoCare.com.

Once an order is entered, it cannot be changed. It is immediately transmitted to the Distribution Center to be filled and shipped.

8.7 Sales Tax

AdvoCare charges sales tax on the retail value of the Product order based on the shipping destination. Sales tax charges will vary by product and by state. AdvoCare remits the sales tax to each state in which Products are shipped. Distributors should compute and collect sales tax on their retail sales to reimburse themselves for this expense. AdvoCare shall not be liable or responsible for Distributors' own collection and remittance of sales tax on Distributors' retail sales.

8.8 Shipping or Picking Up Products

Products may be picked up at Will Call anytime during regular Will Call hours. When an order is shipped, it

incurs shipping and handling. 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 Distributor's right to request a correction. If an order must be rerouted, it will be at the Distributor's expense. Please contact AdvoCare Customer Service at 1-800-542-4800 to correct a shipping discrepancy.

8.9 Insufficient Funds

If a Distributor issues a check that is returned to AdvoCare due to insufficient funds, that Distributorship will be suspended until the debt on the Distributor's account is paid. A Distributor may replace an insufficient funds check with a cashier's check, money order, debit card or credit card issued in the name of the Distributor, however, the Distributor will be charged a \$25 fee for the returned check. If any insufficient funds payment remains outstanding at the close of business for any pay period, all compensation for that pay period will be forfeited.

8.10 Pay Periods

For the purpose of paying Wholesale Commissions, Overrides and Leadership Bonuses, the calendar year is divided into twenty-four (24) pay periods. Pay periods end on the first and third Tuesdays of each month, with the closing of the pay period effective that Wednesday at 12 am Pacific Standard Time. Most pay periods are two weeks long, but a few are three weeks long.

8.11 Excessive Purchase of Inventory

Distributors are not required to carry inventory of Products or sales aids other than the initial Distributor Kit. AdvoCare prohibits the excessive purchasing and stockpiling of Products in order to: (1) qualify for incentives, bonuses, pin level or discount level advancement and/or compensation paid by AdvoCare; or (2) sell in a manner not in accordance with AdvoCare's Policies. To ensure that the Products purchased are being consumed or sold in compliance with the Policies, AdvoCare may request at any time verifiable Retail Sales Receipts and other documentation to review alongside a Distributor's order history of up to one year. If a Distributor is unable to provide documentation and confirm that he or she has consumed or sold at least seventy percent (70%) of all Products previously purchased, then he or she is in violation of these Policies.

8.12 Reporting Adverse Reactions or Consumer Complaints

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

CHAPTER 9: RETURNING OR EXCHANGING PRODUCTS

9.1 Retail Customer Return, Exchange and Cancellation Policies

9.1.1 Registered Retail Customer Return or Exchange Policy (Satisfaction Guarantee)

A "Registered Retail Customer" is a Retail Customer who is registered on the AdvoCare Website and is able to purchase Products online from their Distributor's Website as a Retail Customer. Neither Retail Customers nor Registered Retail Customers are permitted to sell/resell Product(s), sponsor other Distributors, Preferred Customers or Registered Retail Customers, or receive compensation from AdvoCare.

If a Registered Retail Customer is not completely satisfied with the Product(s) they purchased, they may request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the Product and a copy of the Retail Sales Receipt. If the Retail Customer purchased the Products on a Distributor's Website, then they are considered a Registered Retail Customer and the refund will be processed by AdvoCare Customer Service. *[For in-person retail sales, purchased directly from a Distributor and not on the Distributor's Website, refer to Chapter 9.1.2.]* The refund or exchange amount is based upon the retail price, sales tax (if applicable) and shipping costs.* Product refunds are made in the same form of payment as the Product purchase.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

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

- (1) The returned Products must be accompanied by an inventory list and proof that the Products were purchased from a Distributor;
 - (a) If purchased online through a Distributor Website, the returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by AdvoCare Customer Service;
- (2) The returned Products must be accompanied by a Retail Sales Receipt; 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. All Product returned to AdvoCare shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund or exchange.

9.1.2 Retail Customer Return Policy for Purchases Direct from a Distributor (Satisfaction Guarantee)

A Retail Customer is entitled to a refund on any Product purchased in the last thirty (30) days. Distributors must refund a Retail Customer's money immediately if asked to do so. After issuing a refund to a Retail Customer, Distributors must return the unused portion of the Product along with a copy of the Retail Sales Receipt and a completed Retail Customer Product Return form in order to receive a replacement for the Product from AdvoCare. Retail Customer Product Return forms are available online by logging on to your Distributor Website or in person at the AdvoCare Will Call desk. Distributors must request the replacement Product within thirty (30) days of the refund.

If a Retail Customer calls AdvoCare Customer Service to request a refund for Product sold by a Distributor, AdvoCare will notify the appropriate Distributor. If the Distributor fails to refund the Retail Customer within ten (10) days, then they are in violation of these Policies.

9.1.3 Retail Customer's Right to Cancel a Transaction

A Retail Customer may cancel a transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of the Retail Sales Receipt.

If a Retail Customer cancels a transaction, any payments made by the Retail Customer as part of the sale shall be returned within TEN (10) BUSINESS DAYS following receipt by the seller of the cancellation notice.

If a Retail Customer cancels a transaction, he or she must make available to the Distributor at the Retail Customer's residence, any Products delivered to the Retail Customer as part of this sale, in substantially as good condition as when received, or the Retail Customer may comply with the instructions of the Distributor regarding the return shipment of the goods at the Distributor's expense and risk. If the Retail Customer makes the Products available to the Distributor and the Distributor does not pick them up within twenty (20) days of the date of the Notice of Right to Cancel, the Retail Customer may retain or dispose of the goods without any further obligation. If the Retail Customer fails to make the goods available to the Distributor, or if the Retail Customer agrees to return the goods to the Distributor and fails to do so, then the Retail Customer remains liable for the Product.

To cancel a transaction, the Retail Customer must mail or deliver a signed and dated copy of the Retail Receipt or any other written notice, or send a certified letter, to the Distributor at the address on the front of the Retail Receipt NOT LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY.

9.2 Preferred Customer and Distributor Return Policies

9.2.1 Preferred Customer and Distributor Product Return or Exchange Policy (Satisfaction Guarantee)

If a Preferred Customer or Distributor is not completely satisfied with the Products they purchased, they may 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 or Distributor 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 a Product(s) of equal or lesser value of the price the Preferred Customer or Distributor paid at the time of sale.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, 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, and proof that the Products were purchased from AdvoCare;
- (2) The returned Products must appear in the Preferred Customer’s or Distributor’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.

9.2.2 Distributor Return Policy for Sales Aids

Sales aids such as *IMPACT Magazine*, *Solutions for Your Success DVD*, and other training materials for purchase from AdvoCare are eligible for a refund if purchased within thirty (30) days preceding the date of the return with proof of purchase from AdvoCare. A record of the purchase must also be reflected in the Distributor’s order history. Sales aids purchased from third-party vendors of AdvoCare are non-refundable.

9.3 Exclusions from Return and Exchange Policies

Only Products and sales aids purchased directly from AdvoCare, a Distributor Website or a Distributor are eligible for a refund or exchange. Products purchased on any non-AdvoCare website (i.e., eBay, Amazon, or Craigslist) are not eligible for a refund. Due to the fact that AdvoCare cannot guarantee the authenticity, freshness, safety, or quality of Products sold by unauthorized sellers of its Products, such Products are not eligible for AdvoCare’s Satisfaction Guarantee. Merchandise, print materials, and other sales aids purchased through third parties are excluded from refund by AdvoCare.

Product returns or exchanges made for the purpose of maximizing compensation, qualifying for discount levels, incentives, bonuses or pin level advancement are prohibited. AdvoCare may refuse to issue a refund if it finds in its sole discretion that any of the conditions in this section have been met.

9.4 Adjustments for Refunds

The returning of Product purchased by you, your Retail Customers, Preferred Customers and your downline can reduce your compensation, pin level or discount level, Overrides, Leadership Bonuses and/or other incentives earned previously from the initial selling of that returned Product. AdvoCare will adjust compensation or advancement, deducting any amounts owed as a result of the returned Product from any compensation payable to the Distributor, and/or any incentives for which the Distributor no longer qualifies.

CHAPTER 10: ADVERTISING AND MARKETING OF ADVO-CARE PRODUCTS AND THE BUSINESS OPPORTUNITY

10.1 Distributor Advertising in General

What follows are general principles to help guide Distributors in the decisions they may make regarding advertising and promotion of the AdvoCare opportunity (for more resources on how to advertise and promote your AdvoCare business, login to your Distributor Website). AdvoCare considers any direct or indirect statement or graphic using its name, logo, or trademarks or regarding its Products, results of its Products, its business opportunity, and results with its business opportunity to be forms of advertising covered by this Chapter.

Distributors may utilize various forms of advertising so long as their business activities comply with all terms of these Policies and all local, state and federal laws and regulations.

10.2 No Deceptive or Misleading Advertising

It is the obligation of each Distributor to ensure that all advertisement activities are truthful, not deceptive and do not mislead customers or potential Distributors in any way. Advertisements and marketing activities should be professional and appropriate. Any Distributor who engages in abusive language or inappropriate conduct that causes disruption to the normal business of AdvoCare or that of any Distributor, or that is injurious to the image or reputation of AdvoCare or that of any Distributor is in violation of these Policies.

10.3 Professionalism in Advertising

When a Distributor is representing AdvoCare, whether in person or in a social network community, they must be respectful and conduct themselves with professionalism. Distributors must promote AdvoCare in an appropriate manner to maintain brand integrity.

When promoting AdvoCare, Distributors must avoid using abusive language, inappropriate conversations, comments, images, video, audio, or any other adult, profane, offensive, hateful, threatening, harassing, defamatory, discriminatory, vulgar, or unlawful content (“negative activity”). It is within AdvoCare’s sole discretion to determine what is negative activity. Negative activity and potential violations of these Policies may be reported to the Business Ethics Team at legal@advocare.com, including detailed descriptions, links, and screenshots.

10.4 Claims

AdvoCare considers any statement or assertion about its Products, results on Products, use of Products, its business opportunity, and results with its business opportunity to be a claim within the scope of this Chapter. When discussing or promoting AdvoCare, Distributors may make only those claims or representations found on product packaging, the AdvoCare Website or in current literature published by AdvoCare. Distributors may describe, in general terms, the positive impact AdvoCare has had on their lifestyle or the positive results they have personally experienced from using AdvoCare products so long as the statement is truthful, accurate, not misleading to a consumer, and

follows the guidelines set forth in Chapters 10.4.1 and 10.4.2 below.

10.4.1 Product Claims

Distributors should always caution customers to see their doctor before beginning an AdvoCare product regimen, and may state that Products are safe when the directions for use on the product labels are followed. Distributors may *not* state that any Product has been approved by the U.S. Food and Drug Administration (“FDA”). Product claims and statements suggesting that Products can be used to diagnose, treat, cure, or prevent any illness, disease or medical condition are prohibited by AdvoCare and by the laws and regulations of jurisdictions in which AdvoCare operates.

Testimonials regarding AdvoCare Products must reflect typical results under the circumstances shown in the advertisement, or must disclose the generally expected performance in the circumstances shown in the advertisement. Under no circumstances shall a testimonial be used to make a claim not otherwise permitted with respect to the Product. These claims or testimonials must also provide the following disclaimer:

Personal testimonials reflect individual experiences of AdvoCare Independent Distributors and are not necessarily typical of the results you may obtain. Results vary with individual effort, consistency of use, body composition, eating patterns and exercise. AdvoCare makes no guarantee as to the results that you may experience. AdvoCare encourages healthy, sustainable weight loss with consistent healthy lifestyle activities over a period of time. If an individual has a medical condition or is pregnant or nursing, AdvoCare recommends that the individual consult his or her healthcare professional before starting an AdvoCare Product regimen. Individuals should always read the product label before use.

10.4.2 Income Claims

Distributors may not make future income projections or income claims regarding the amount of money they or others may expect to earn through the AdvoCare Compensation Plan.

Distributors may not make any statement about their AdvoCare income or the AdvoCare Compensation Plan that is untrue, misleading or based upon any experience other than the Distributor's personal experience. Distributors must provide the complete, current AdvoCare Income Disclosure Statement found on the AdvoCare website to all individuals to whom they promote the AdvoCare opportunity, provide income information, or share lifestyle claims that imply income from AdvoCare contributed.

Distributors must clearly disclose that success in AdvoCare depends on a number of factors, including effort exerted by the Distributor in selling Products and in helping train those Distributors whom he or she sponsors. AdvoCare sells sales aids, such as *IMPACT* magazine and *Solutions for your Success* DVD, that, if current, may be used to illustrate its business opportunity, provided the complete and current AdvoCare Income Disclosure Statement is simultaneously provided to the recipient. If such claims or testimonials are made on the internet or on social media, AdvoCare recommends providing a link directly to the current Income Disclosure Statement on the AdvoCare website. These testimonials must also provide the following disclaimer:

Personal testimonials reflect individual experiences of AdvoCare Independent Distributors and are not necessarily typical of the results you may obtain. Earnings depend on a number of factors, including your individual effort and the area in which you live. For more information regarding earnings, see the [AdvoCare Income Disclosure Statement](#).

10.5 Advertisements Must Identify the AdvoCare Independent Distributor

Distributors must clearly identify themselves as an "AdvoCare Independent Distributor" in all advertisements, including but not limited to, social media posts and websites. Distributors may not under any circumstances represent themselves, either explicitly or implicitly, as an agent or employee of AdvoCare as a company. All advertisements and marketing, including telephone calls, websites, or emails,

must not indicate or suggest that the recipient has reached the AdvoCare Corporate Office.

10.6 Distributors Must Advertise Products at the Suggested Retail Price

Although Distributors alone are responsible for setting prices for Products they sell to their customers, in order to maintain AdvoCare's premium brand image, business goodwill, and the integrity of its sales channel, all AdvoCare-related public marketing must advertise Products at the suggested retail price. Advertising Product discounts, free Product or free samples is prohibited.

10.7 Combined Business Advertising

Advertisements and marketing may not be combined, commingled, or in any way cross-promoted with any other products or business ventures that are not officially associated with AdvoCare. Advertising other direct selling companies, opportunities, supplements or weight-loss products while advertising AdvoCare is prohibited.

10.8 Company-Created Advertising Materials

On occasion AdvoCare may itself produce materials, videos or sales aids and make them available for use by Distributors. Generally, if a logo, graphic or AdvoCare Sales Aid is intended for Distributor use, it will be posted or made available for download on the Distributor Website after login. These company-created materials may not be edited or manipulated in any way other than to add contact information for the Distributor or an event.

10.9 Use of Logos, Trademarks and Copyrighted Material

AdvoCare owns all AdvoCare trademarks, trade names, logos and copyrighted images and content. Distributors may not use AdvoCare trademarks, trade names or corporate logos without express written approval from AdvoCare.

10.10 Use of Distributor's Name, Likeness or Image

Distributors shall be deemed to 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. Unless otherwise published in official AdvoCare publications, Distributors are prohibited from using the name, testimonial and image or likeness of other Distributors, Preferred Customers, or

Retail Customers without express written consent from those Distributors.

10.11 Video and Audio Recordings and Use

AdvoCare encourages Distributors to utilize current corporate videos and audio files available on its website, *Solutions for Your Success* DVD, AdvoCare YouTube channels, other AdvoCare social media sites and any other official AdvoCare platform to promote AdvoCare in person. These videos and audio recordings are owned by AdvoCare and may not be edited or manipulated in any way.

The recording of speakers at corporate events is prohibited. At Distributor-led events, training calls or meetings, Distributors seeking to record must first get permission from the speaker(s). Recordings may not be sold, distributed or uploaded to the internet. It is the responsibility of the Distributor to ensure that any of the material they are recording is in compliance with these Policies as well as local, state and federal laws and regulations.

10.12 Marketing to Minors

Although many Products are suitable for children as provided on the AdvoCare website Age Guidelines, Distributors are prohibited from marketing, selling or distributing Products directly to minors (or anyone under the age of 18).

10.13 Mass Media Advertising

Distributors are not permitted to advertise their business, Products or the AdvoCare business opportunity on television, radio, billboards, national print, within published articles, online publications, mass mailings or through channels otherwise deemed inappropriate by AdvoCare. Subject to the other terms of this Chapter, Distributors are permitted to advertise in their local newspaper, community newsletters, local opportunities, through local Chamber of Commerce and/or telephone book listings, provided the advertisement does not exceed \$700 per ad.

Distributors may *not* advertise as an agent or representative of AdvoCare under the “help wanted” section of a directory or newspaper, nor imply that the Distributor is seeking to hire or employ an individual. Advertisements may be placed under the “business opportunity” section of a directory or newspaper, and the ad must clearly provide that the opportunity is that of an AdvoCare Independent Distributor.

10.14 Advertisements and Marketing Must Abide By the Law

Promotion of AdvoCare Products and the business opportunity by Distributors is considered commercial speech, or speech done on behalf of a company or individual for the intent of making a profit. This type of speech has the intent of convincing consumers to take part in a particular action, such as purchasing Products or engaging with AdvoCare. This commercial speech must be truthful, and must not be deceptive or misleading to the reasonable consumer. Government agencies have established guidelines and rules for what may and may not be communicated in commercial speech, and even a Distributor’s personal experience may not conform to these guidelines. Distributors are responsible for complying with these legal requirements as well any relevant local, state and federal laws and regulations.

10.15 Endorsers and Sponsorships

AdvoCare Endorsers and Sponsorships are subject to change. For the most current and accurate information, please consult the AdvoCare website.

Distributors may not use an Endorser’s image or likeness, upload or add any videos, photos, commercials, or information about any AdvoCare Endorser without the express written consent of AdvoCare, unless published by AdvoCare specifically for Distributor use or sharing purposes.

Endorsers receive free Product in exchange for their endorsement and are compensated for their time and appearances.

10.16 Distributor-Created Contests, Incentives and Sweepstakes

Distributors are responsible for complying with all local, state and federal laws and regulations associated with any contests, incentives and sweepstakes they choose to host. Distributors are encouraged to speak with their personal attorney and/or consult the IRS and FTC websites to ensure compliance with relevant laws and IRS reporting requirements.

All promotions must provide the name(s) of the sponsoring Distributors, disclose details regarding the promotion, and indicate that the promotion is not sponsored or approved by AdvoCare. Promotions shall also provide rules specific to the contest, incentive or sweepstakes, such as who can enter, how to enter, the start and end of the promotion period, the nature and

value of the prize, number of prizes awarded, odds of winning, free entry, how to redeem the prize, etc. Distributors must award all prizes earned or won. Participants of the promotion must also disclose in any marketing or advertisement that they are participating in a promotion.

Certain promotions, such as lotteries, are prohibited for providing motivation or inducement to participate. Lotteries are games of luck that require an entry fee, payment, product order, substantial effort (i.e. filling out a form or completing a questionnaire), activity requirement or some other form of consideration. An example of a lottery is a raffle drawing where participants must pay to play for a random chance to win a prize.

10.17 Marketing Products through Professional Service Establishments

Distributors may be approved to sell Products in certain “brick and mortar” establishments where professional services are the primary source of revenue (see Chapter 10.17.1: Definition of Establishment). However, in order to protect the brand image and unique sales channel of AdvoCare, a Distributor must seek *prior approval* and must adhere to the guidelines set forth below, or they will be subject to disciplinary action, at the sole discretion of AdvoCare.

In order to sell or display Products in an Establishment a Distributor must adhere to the following guidelines:

- (1) Distributors must obtain written authorization from the AdvoCare Legal Department *prior* to selling any Products in an establishment, and AdvoCare retains the sole discretion to restrict its Products from being sold anywhere which it does not deem acceptable. To be considered for approval, Distributors must submit the following information to legal@advocare.com:
 - (a) Name and address of the Establishment;
 - (b) Purpose of the Establishment;
 - (c) Distributor ID of the individual making the request for approval; and
 - (d) Signature of an authorized agent or representative of the Establishment.
- (2) The Distributor must own or be employed by the Establishment and specifically authorized to sell or market Products in the Establishment;
- (3) Products must not be marketed or sold to anyone under the age of 18;

- (4) Competing brands of nutritional supplements or food products may not be offered for sale or displayed in the Establishment;
- (5) AdvoCare sales must be separate and apart from the primary business transactions of the Establishment. Products may not be combined with any other offers (for example, a free gym membership may not be given with the purchase of a 24-Day Challenge®);
- (6) Only the Distributor may conduct the sale of Products;
- (7) Products must be offered at the AdvoCare suggested retail price; and
- (8) The Distributor must provide each customer with an AdvoCare Retail Sales Receipt separate and apart from any receipt of the Establishment.

10.17.1 Definition of Establishment

Establishments may include: health clubs, gyms, spas, hair or nail salons and health professional’s offices. Establishments may not include: product retail stores, internet auction sites, mall kiosks, department stores, smoothie or juice shops, gas stations, convenience stores, chain or franchised retail outlets, mass-merchandising outlets or pharmacies (*Note*: this is not an exhaustive list. AdvoCare reserves the right to evaluate an Establishment on a case-by-case basis, and, should it become necessary, take disciplinary action if the Distributor is not in compliance with this Chapter).

10.18 Exhibitions, Fairs or Trade Shows

Distributors may be approved to sell Products in certain limited-duration exhibitions, fairs, home shows, trade shows and other seasonal or annual events. For these events, an Exhibition Request Form must be submitted to the AdvoCare Legal Department at least 7-10 business days prior to the expected event.

10.19 International Sales and Advertising

You may not sell any Products, distribute any literature, place any advertisement or conduct any other activity toward the promotion or establishment of the AdvoCare business or Products in any country other than the United States.

10.20 Use of Personal Independent Websites

AdvoCare provides Distributors with a Distributor Website from which they can market AdvoCare Products and the opportunity as well as receive training.

Distributors are prohibited from owning, establishing and/or operating their own independent websites to market the Products, promote the AdvoCare business opportunity or offer AdvoCare-related training.

AdvoCare reserves the right to classify a Distributor's social media and online presence as the functional equivalent of operating an independent website. For example, a website developed on a blogging platform through a third party or other social media presence that is developed for the primary purpose of marketing or promoting the Products and/or the AdvoCare opportunity, gain leads, or to offer AdvoCare-specific training may be considered the functional equivalent of an independent website.

10.20.1 Wind Down of Personal Independent Websites

If, as of the effective date of these Policies, a Distributor already owns and/or operates their own independent website, they shall have until July 11, 2017 to wind down, close and disable their independent website to be in compliance with this Chapter. Prior to July 11, 2017, all independent websites must include only the most current marketing materials provided by AdvoCare on the AdvoCare Website and must be in compliance with all other Policies on advertising.

10.21 AdvoCare-Related Domain Names and Email Addresses

Distributors are not permitted to own, create or maintain domain names, email addresses and/or online aliases that utilize AdvoCare's trademarks or tradenames, could cause confusion, be misleading or deceptive to consumers by appearing to be connected to the AdvoCare Corporate Office. AdvoCare will determine, in its sole discretion, whether such could cause confusion or is misleading or deceptive.

10.22 Unsolicited Communications Sent By Fax or Email

A Distributor may not, directly or through a third party, use or transmit unsolicited faxes, mass email distribution, unsolicited bulk email, unsolicited texts, auto dialers, unsolicited phone calls, or engage in spamming in connection with promoting the Products or AdvoCare opportunity. Distributors must comply with the requirements of the CAN-SPAM Act, related FTC regulations, and any other applicable laws or regulations.

Appropriate communications must clearly disclose that the message is an advertisement or solicitation and identify the AdvoCare Distributor as the sender and must include a functioning return method of communication to the sender. The communication must also include language describing a method by which the receiving party may "opt-out." All "opt-out" requests must be honored. Failure to honor within ten (10) business days of receiving the request is a violation of these Policies.

10.23 Web Applications ("Apps")

AdvoCare offers web applications ("Apps") for Distributor and customer use. Distributors are prohibited from owning, establishing and/or operating their own independent App(s) to market or sell the Products, promote the business opportunity, gain leads or offer training.

10.24 Search Engine Marketing

Distributors may choose to use paid search engine marketing (such as Google AdWords). Distributors agree to cooperate fully with AdvoCare so that Search Engines list the AdvoCare website as the top search result when a user makes a query containing the name "AdvoCare" and any AdvoCare trademark or AdvoCare owned content. Distributors may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any AdvoCare trademark or AdvoCare owned content as a meta-tag, keyword, paid search term, sponsored advertisement or sponsored link used to trigger search results. If Distributors wish to use any such meta-tags or search-based advertising programs to advertise AdvoCare Products or the opportunity, they may do so only using generic, unbranded search terms such as "supplements," "energy," "health," etc.

Before purchasing a search engine marketing advertisement, Distributors must register the advertisement with AdvoCare by sending a full copy of the ad to legal@advocare.com. Distributors may not use AdvoCare trademarks or other information that would lead a consumer to believe that they are accessing AdvoCare's website and not a Distributor's personal website or their Distributor Website. The advertisement must include the Distributor's information. At any time, AdvoCare may request immediate removal of search engine marketing that is confusing, misleading, or deceptive to consumers. All search engine marketing must comply with all terms of the Policies, including this Chapter.

10.25 Sponsored Links on the Internet

To avoid brand confusion and protect brand reputation, and in fairness to all Distributors, Distributors are not permitted to purchase sponsored AdvoCare related advertisements on other websites or social media.

10.26 Social Networking and Social Media

Distributors may use social media and networking sites, online forums, discussion groups, blogs, webinars and other forms of internet communication to find new prospective Distributors and/or customers. These online social networks may be used to drive traffic to the Distributor's AdvoCare Website. Social Networks include such sites as Facebook, Instagram, Twitter, YouTube, Snapchat, Pinterest, Flickr, LinkedIn, Google+, Tumblr, etc.

It is the Distributor's obligation to ensure that all content they post on social networks is current and that any old content that is out of compliance with any terms of the Policies is immediately and permanently removed. Distributors who use social networking sites must also comply with the rules associated with that particular website or network.

10.27 Distributors are Responsible for Their Postings

Distributors are personally responsible for their postings and all other online activity related to AdvoCare. Therefore, even if a Distributor does not own or operate a social media site, if a Distributor makes a post that relates to AdvoCare, or which can be traced back to AdvoCare, the Distributor is responsible for the posting. Distributors are also responsible for postings which occur on any blog or social media site the Distributor owns, operates or controls.

10.28 Team Business Training on Social Media

A Distributor may create Distributor team training pages on private forums such as social media accounts with appropriate privacy settings, which includes invite-only group pages or personal pages closed to the public. The intended audience of these pages must only be active Distributors, not consumers or the public at large.

At any time, AdvoCare may request access to a private forum in which the AdvoCare business opportunity, Distributors or AdvoCare-related training are discussed. The Distributor who has the ability to grant access is required to immediately provide AdvoCare with entry to the forum.

10.29 Use of Videos on Social Media

Distributors are encouraged to use AdvoCare corporate videos to advertise or promote the Products and the business opportunity. AdvoCare corporate videos must be re-posted in their entirety and may not be modified in any way.

The disclaimers required in this Chapter must be provided in their entirety in the video, either verbally or displayed in writing, for a reasonable amount of time in order to enable the viewer the ability to review the information. It is the responsibility of the Distributor to ensure any of the material he or she is recording or providing is current and in compliance with these Policies, as well as any local, state and federal laws and regulations.

No other videos are approved for Distributor use to promote the Distributor's AdvoCare business and, as such, Distributors may not create videos that combine personal material with AdvoCare trademarks or AdvoCare content except as provided below.

10.29.1 Personal Videos on Private Forums

Distributors may create personal videos that use AdvoCare trademarks or AdvoCare content solely for the purposes of training current Distributors. The intended audience of these videos must be current Distributors, not consumers or the public at large. They may only be shared on private forums such as social media accounts with correct privacy settings, which may include invite-only group pages or personal pages closed to the public. At any time, AdvoCare may request access to a private forum in which its Products, Distributors or business opportunity are discussed. The Distributor who has the ability to grant access is required to immediately provide AdvoCare with entry to the forum. These videos must be in compliance with these Policies and must contain the following disclaimer, spoken and/or in writing:

This type of video is not sponsored or endorsed by AdvoCare. The information and views in it are provided by an AdvoCare Independent Distributor to be viewed by other AdvoCare Independent Distributors. It may not be shared with the public.

10.29.1.1 Business Training Videos

Any video that discusses the AdvoCare opportunity and/or explicitly or implicitly makes an income or lifestyle claim must use this additional disclaimer:

Personal testimonials reflect individual experiences of AdvoCare Independent Distributors and are not necessarily typical of the results you may obtain. Earnings depend on a number of factors, including your individual effort and the area in which you live. For more information regarding earnings, see the [AdvoCare Income Disclosure Statement](#).

10.29.1.2 Product Training Videos

Any video that discusses or mentions the Products must include this additional disclaimer:

Personal testimonials reflect individual experiences of AdvoCare Independent Distributors and are not necessarily typical of the results you may obtain. Results vary with individual effort, consistency of use, body composition, eating patterns and exercise. AdvoCare makes no guarantee as to the results that you may experience. AdvoCare encourages healthy, sustainable weight loss with consistent healthy lifestyle activities over a period of time. If an individual has a medical condition or is pregnant or nursing, AdvoCare recommends that the individual consult his or her healthcare professional before starting an AdvoCare Product regimen. Individuals should always read the product label before use.

10.29.2 Personal Videos on Public Forums

Distributors may post personal videos of their own or video clips to share their own story without using AdvoCare trademarks or content.

10.29.3 Video Streaming

Streaming services, such as Facebook Live, may be used by a Distributor to share their AdvoCare story live with their team, customers and

prospects on public forums. Once the video is saved, it is considered a video subject to the requirements in this Chapter and may only stay on a private forum.

Video streaming that is advertised or promoted in advance as an AdvoCare-related training or webinar may only be hosted on a private or invite-only forum.

10.30 Post-Termination Social Media Presence

If the Distributor Agreement is terminated, canceled or the Distributor resigns, the Distributor must discontinue use of the AdvoCare name, trademarks, copyrighted images, trade names, and other intellectual property and all derivatives in any postings and on all social media sites. If the Distributor posts on any social media site on which she or he has previously identified as an AdvoCare Distributor, then the Distributor must conspicuously disclose that they are no longer an AdvoCare Distributor.

The Distributor must also remove from public view all references and posts regarding AdvoCare from social networking profiles within five (5) business days from the date they are no longer a Distributor. If the Distributor has an AdvoCare-related social networking group presence, they are also required to remove the group from public view. The Distributor may transfer the administration rights to another AdvoCare Distributor in good standing.

CHAPTER 11: DISCIPLINARY ACTION AND DISPUTE RESOLUTION

11.1 Notice of Disciplinary Action

Should it become necessary for AdvoCare to place on probation, suspend, or terminate a Distributorship, the probation, suspension or termination becomes effective on the date AdvoCare sends notice to the Distributor against whom disciplinary action is taken. The notice will be sent to the Distributor's mailing address and/or email address of record (See Chapter 1.6: Notices and Other Communications).

11.2 Forms of Disciplinary Action

The Policies are in place to protect AdvoCare and the business opportunity for all Distributors. Violations of the Policies are considered extremely serious and may subject a Distributor to disciplinary action, at the sole discretion of AdvoCare. AdvoCare may attempt to

address a violation by counseling the Distributor; however, depending on the particular situation, more severe disciplinary measures may be required including, but not limited to, the following:

- (1) **Legal Hold:** a period of time in which a Distributor's account is frozen during an investigation of a possible Policy violation. During this time, the Distributor may not buy or order Products, sign up new Distributors or earn compensation through the Compensation Plan. AdvoCare agrees to investigate the violation within a reasonable amount of time and release the legal hold upon the determination that the Distributor's conduct is not subject to further disciplinary action. Withheld compensation that would have been earned by the Distributor during the legal hold period is forfeited and may be retained by AdvoCare while the Legal Hold is pending investigation unless and until the Distributor is found not at fault and then the compensation may be returned to the Distributor upon request;
- (2) **Warning:** issued to clarify the meaning and application of a specific Policy and advise that continued violation will result in further disciplinary action;
- (3) **Probation:** a defined period of time in which the Distributor is considered *not in good standing*, but may continue to conduct certain aspects of their Distributorship, unless otherwise communicated by AdvoCare, including buying Products, placing orders on his or her Distributor Website, earning compensation through the Compensation Plan and signing up new Distributors. However, while a Distributor is considered *not in good standing* he or she will not be eligible for certain Distributor privileges, including but not limited to earning incentives, participating in Leadership or Diamond and above events, receiving recognition for pin level advancement, or taking part in the Leads program. It is within the sole discretion of AdvoCare to restrict or allow certain Distributor rights and privileges within the probationary period;
- (4) **Suspension:** a defined period of time where, or until certain specified conditions are met, a Distributor is considered *not in good standing*. During a suspension the Distributor's account is frozen and all rights to conduct the AdvoCare business and participate in Distributor events,

along with any eligibility for earning incentives and compensation are revoked. Withheld compensation that would have been earned by the Distributor during the suspension period is forfeited and may be retained by AdvoCare; or

- (5) **Termination:** the complete cancellation of a Distributor Agreement and revocation of the Distributor's rights, including the right to receive any further compensation whether accruing before or after the termination date. Upon termination, the Distributor must immediately cease to represent himself or herself as a Distributor.

AdvoCare reserves the right to take disciplinary action against a Distributor at any time, with or without prior notice, whenever it is determined to be the necessary and appropriate action. Upon disciplinary action, a Distributor's earnings and incentives may be forfeited at the sole discretion of AdvoCare. AdvoCare reserves the right to recoup damages and pursue legal action for violation of its Policies or its Distributor Agreement.

Notwithstanding the foregoing section, any probation, suspension or termination invoked by AdvoCare becomes effective on the date AdvoCare sends notice to the affected Distributor(s). The notice will be mailed and/or emailed to the Distributor's physical address and/or email of record with AdvoCare. Legal holds are the exception to this notification process as they are the most minor forms of disciplinary action, and will be effective immediately with or without notification.

11.3 Termination for Convenience

AdvoCare reserves the right at any time to terminate for convenience in its sole discretion any Distributorship upon thirty (30) days written notice. Cancellation shall be effective on the date on which written notice is mailed, emailed, or delivered to an express courier, to the Distributor's last known address, email address, or to his or her counsel, or when the Distributor receives actual notice of cancellation, whichever occurs first. AdvoCare shall not be required to have any reason nor to prove any cause in order to terminate any Distributorship with any Distributor. If and when any Distributorship with any Distributor is terminated, the Distributor shall have no claim against AdvoCare, 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.

11.4 Procedures for Appeal

A Distributor may appeal the withholding of compensation, probation, suspension or termination by sending a written explanation to the AdvoCare Legal Department addressing why the disciplinary action should not be taken. In order to be considered, appeals must be sent by certified or registered mail to the AdvoCare Corporate Office (attention: Legal Department) or by email to legal@advocare.com. Appeals must be received by AdvoCare no later than twenty (20) days from the date of the notice of disciplinary action. Any sanction(s) shall remain in place during the appeals process. AdvoCare will review all timely appeals and notify the Distributor of the final decision. The appeal decision is final and is not subject to further review.

11.5 Repurchases Associated with a Terminated Distributorship

A Distributor whose Distributorship is involuntarily terminated by AdvoCare may request, at the time of termination, that AdvoCare repurchase unused Products in the Distributor's possession. Any request for repurchase must be sent to the AdvoCare Legal Department via email at legal@advocare.com and will need to be able to meet the requirements set forth in Chapter 14.2: Refunds Associated with a Resignation.

11.6 Pre-Cancellation and Post-Cancellation Slander, Libel or Disparagement

A Distributor or former Distributor shall not slander or libel AdvoCare at any time. A Distributor or former Distributor also shall not disparage AdvoCare or its current Distributors during the period of any disciplinary actions pending against the Distributor, and for a period of one (1) year following the conclusion of their Distributorship. This provision shall survive termination of the Contract.

11.7 Post-Termination Reapplication

If a former Distributor who has been terminated by AdvoCare seeks to become a Distributor again, that individual must first wait twelve (12) months from the date of termination to be considered for reapplication. At that time, the Applicant must submit a letter to the AdvoCare Legal Department at legal@advocare.com

stating why he or she should be allowed to operate a Distributorship once again. It is within the sole discretion of AdvoCare whether or not to permit the individual to contract into a new Distributorship. If approved, the individual will have no right to his or her original downline or discount level, and must execute a new Distributor Agreement as well as purchase a new Distributor Kit. If a former Distributor's reapplication is denied, then the former Distributor must wait a full calendar year before following the same reapplication process set forth above.

11.8 Limitation of Remedies

To the fullest extent permissible under applicable law, neither AdvoCare 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 Contract, including but not limited to: alleged damages relating to delays or failures with regard to the ordering, delivery, and quality of AdvoCare Products; the payment or non-payment of compensation under the Compensation Plan; and any information provided by AdvoCare to Distributors, including information relating to downlines, uplines, Distributor lists and earnings, and other similar information. Neither AdvoCare 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, curtailment or interruption of a source of supply, or government decrees or orders.

11.9 Mandatory Arbitration and Dispute Resolution

EXCEPT AS MAY BE EXPRESSLY PROVIDED OTHERWISE BY THESE POLICIES, 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 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 CONTRACT, AND ANY MATTER ARISING OUT OF, RELATING TO, OR INVOLVING THE CONTRACT, 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 TAA, THE TEXAS ARBITRATION ACT, TEX. CIV. PRAC. & REM. CODE §171.001 ET SEQ. 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. 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.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE POLICIES OR THE CONTRACT SHALL PREVENT ADVOCARE 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 INTERESTS AND RIGHTS, INCLUDING WITHOUT LIMITATION, RIGHTS WITH RESPECT TO

CONFIDENTIAL INFORMATION, LOGOS, TRADEMARKS 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 ADVOCARE FAILS TO SUBMIT THE MATTER TO ARBITRATION, THE DISTRIBUTOR 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 DISTRIBUTOR 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 STATE 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.

11.10 Governing Law, Jurisdiction and Venue

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 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 AdvoCare 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, Northern 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 AdvoCare in another venue or forum in violation of this provision shall be a material breach of the Contract causing AdvoCare irreparable harm, and Distributor agrees and stipulates that AdvoCare shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision.

CHAPTER 12: ASSIGNMENT OR SALE OF DISTRIBUTORSHIP

12.1 Assignment or Sale of Distributorship Agreement Prohibited

No Distributor may sell, assign or encumber any interest in its Distributorship, without the prior written consent by the AdvoCare Legal Department, which may be denied in the sole discretion of AdvoCare. If a Distributorship is inherited or held in trust or held on behalf of a legally incapacitated Distributor, as specified in Chapter 13: Disposition of a Distributorship – Death or Legal Incapacity, a new Distributor Agreement must be signed by the beneficiary, trustee or person holding the Distributorship on behalf of a legally incapacitated Distributor and is subject to the approval or rejection of AdvoCare in its sole discretion.

CHAPTER 13: DISPOSITION OF A DISTRIBUTORSHIP – DEATH OR LEGAL INCAPACITY

13.1 Passing on Your Distributorship

Subject to the automatic rights of a surviving spouse (who is an Applicant or Co-Applicant) as set out in Chapter 13.2, a Distributor may choose to pass their

Distributorship on to a beneficiary(ies) in the event of their death in a valid will or testamentary document. A Distributorship does not automatically pass down to a Distributor's beneficiary(ies) without it being expressly written in a valid will or other testamentary document. Instead, all Distributorships that are not included in a valid will or testamentary document (including a testamentary trust) may be terminated, deemed vacated, and/or may roll up to the next upline Distributor, all in the sole discretion of AdvoCare.

Notice of a Distributor's death must be provided to the AdvoCare Legal Department (email legal@advocare.com) within thirty (30) days of the date of death to prevent the Distributor's account from being purged. A certified copy of the death certificate must be provided upon request.

Distributors are encouraged to seek professional legal assistance from an attorney to ensure the proper transfer of the Distributorship. Inheritance of a Distributorship does not guarantee that a beneficiary will receive any earnings at any particular level. Success in AdvoCare is dependent upon successful sales efforts, which require hard work, diligence and leadership. The success of a beneficiary will depend upon how effectively he or she exercises these qualities.

13.2 Surviving or Capable Spouse

When a Distributorship consists of a married couple (Applicant and Co-Applicant) and one person dies or becomes legally incapacitated, the Distributorship will remain in the name of the surviving or capable spouse. The surviving or capable spouse must forward a certified copy of the death certificate or declaration of legal incapacity, as the case may be, to AdvoCare to change the ownership of the Distributorship.

13.3 Eligibility Requirements to Inherit or Operate an Existing Distributorship (pursuant to Chapter 13)

- (1) Must be least 18 years of age;
- (2) Must not be a current AdvoCare Independent Distributor or Preferred Customer;**
- (3) Must reside in a geographic area where AdvoCare operates its direct selling business;
- (4) Must read and accept the Policies; and
- (5) Must agree to and submit a signed Distributor Agreement.

***If a beneficiary has an existing Distributorship or Preferred Customer membership, the beneficiary may*

decide within a reasonable amount of time which account to operate, and which to terminate. This requirement does not apply to a trustee designated to operate a Distributorship on behalf of a beneficiary.

13.4 Distributorship Left to a Single Beneficiary in a Valid Will

When a Distributorship is disposed of in a will transferring it to a single beneficiary, AdvoCare will transfer ownership of the Distributorship in accordance with the terms of the will. In order to inherit a Distributorship, the beneficiary must meet the eligibility requirements in Chapter 13.3. Failure of the single beneficiary to meet the eligibility requirements within sixty (60) days, or completion of probate following the death of the original Distributor, may result in the termination of the Distributorship unless the Distributorship is held in trust.

13.5 Distributorship Left to Multiple Beneficiaries in a Valid Will

If a will designates more than one beneficiary, AdvoCare will place the Distributorship in one name as decided by all named beneficiaries. If all named beneficiaries cannot agree among themselves in whose name to place the Distributorship, AdvoCare shall make that decision in its sole discretion. The chosen named beneficiary must meet the eligibility requirements in Chapter 13.3 within sixty (60) days of the death of the original Distributor or upon completion of probate. A Distributorship cannot be divided. Upon earning compensation, AdvoCare will issue one compensation check per Distributorship. AdvoCare will not divide funds earned from the Distributorship. The beneficiaries shall have no claim or recourse against AdvoCare for how any compensation paid to the Distributorship is allocated among the beneficiaries.

13.6 Distributorships Left in Trust

A trust created in the will of the Distributor may be established in order to leave a Distributorship to beneficiaries at the time of the Distributor's death. For example, a testamentary trust may be established for the benefit of minor children or incapacitated adults.

The terms of the trust should designate a trustee who will operate the Distributorship or appoint a third party to do so. AdvoCare reserves the right to deny the transfer of a Distributorship to a trust created under the will of a Distributor if it determines the trustee does not meet the eligibility requirements in Chapter 13.3, or is not

sufficiently authorized or capable of operating the Distributorship in compliance with the Policies.

Upon the transfer of a Distributorship, the beneficiary is eligible to earn compensation pursuant to the Policies. Upon dissolution of the trust, if applicable, pursuant to the will of the Distributor that created the trust, the beneficiaries and trustee must decide who will be named on the Distributorship in order for it to continue operating. AdvoCare will continue to issue one compensation check per Distributorship.

13.7 Procedure for Beneficiary or Trustee to Operate a Distributorship

In order for a beneficiary or trustee to operate a Distributorship, he or she must satisfy the following requirements:

- (1) Provide AdvoCare with a certified copy of the death certificate and a notarized copy of the will or other instrument establishing the beneficiary's valid right to the AdvoCare business;
- (2) The single beneficiary or trustee must sign a Distributor Agreement;
- (3) The beneficiary or trustee must meet the eligibility requirements in Chapter 13.3 of the Policies;
- (4) The beneficiary or trustee must comply with the Distributor Agreement and the Policies;
- (5) If a Distributorship is left to more than one beneficiary or if it is left to minor(s), then the beneficiaries or trustee must establish a business entity and acquire a Federal Tax ID Number. AdvoCare will issue compensation checks and one IRS Form 1099 to the business entity or single person designated; and
- (6) Provide AdvoCare with an address or account of record to which all compensation checks shall be sent.

13.8 Distributor Leaves No Valid Will

When a Distributorship has no Co-Applicant and the Distributor has not expressly provided for the transfer of the Distributorship in a valid will, the Distributorship shall terminate upon notice of the Distributor's death. In such event, the Distributorship may roll up to the next upline Distributor in AdvoCare's sole discretion.

13.9 Legal Incapacity

Subject to the automatic rights of a surviving spouse who is an Applicant or Co-Applicant as set out in Chapter 13.2,

if a Distributor becomes legally incapacitated and has a valid Power of Attorney for Property or similar Mandate in place or a person has been appointed as the guardian of the Distributor by a court of competent authority, such Attorney appointed under the Power of Attorney document or similar Mandate or court appointed guardian (hereinafter "Personal Representative") may continue to operate the Distributorship on behalf of the legally incapacitated Distributor for the duration of such legal incapacity. Notice of a Distributor's legal incapacity must be provided by the Personal Representative to the AdvoCare Legal Department (email legal@advocare.com) within thirty (30) days of the date of the declaration of legal incapacity to prevent the Distributor's account from being purged. A certified copy of the declaration of legal incapacity must be provided by the Personal Representative upon request. AdvoCare reserves the right to deny the continued operation of the Distributorship by the Personal Representative if it determines the Personal Representative does not meet the eligibility requirements in Chapter 13.3 or is not sufficiently authorized or capable of operating the Distributorship in compliance with the Policies.

13.10 Bankruptcy

The prohibition on the sale or assignment of a Distributorship applies if a Distributor files for bankruptcy and his or her Distributor position or Distributor Agreement would otherwise become part of an estate in bankruptcy or an asset for sale or disposition as part of the proceedings. Under no circumstances may a Distributorship be transferred to any other person or entity as part of a bankruptcy proceeding, either by the Distributor, the bankruptcy trustee, a court, or otherwise. Unless a Distributor is permitted to retain his or her Distributorship as part of the resolution of the bankruptcy proceedings, such Distributorship shall be deemed cancelled and the Distributor position vacated as of the date of the bankruptcy filing.

CHAPTER 14: RESIGNATION OF A DISTRIBUTOR

14.1 Resigning Your Distributorship

A Distributor may resign his or her Distributorship at any time by submitting a signed and notarized Resignation Form (available on the Distributor Website or by contacting Customer Service). If a Distributorship has an Applicant and a Co-Applicant, the Resignation Form must be signed and notarized by both parties unless one party desires to continue the Distributorship. If only one party

(either Applicant or Co-Applicant) wishes to resign, that party needs to submit a Resignation Form to have his or her name removed from the account. Distributors who resign are not eligible to re-enroll as a Distributor for a period of six (6) months following the date of resignation (exceptions apply if you are a resigning spouse, see Chapter 5.2). However, a resigning Distributor may enroll as a Preferred Customer without a waiting period, provided that they are in good standing and meet the requirements of the Preferred Customer Program.

***This requirement is not applicable to residents of Maryland, Wyoming, Georgia, Massachusetts and Puerto Rico.*

14.2 Refunds Associated with a Resignation

Distributors who choose to resign may be entitled to receive a refund for the cost of his or her Distributor Kit, plus shipping and handling*, sales tax (if applicable)** as well as a refund or credit for the unused portion of Products purchased from AdvoCare. To be entitled to a refund, the following requirements must be met:

- (1) Products must be returned to AdvoCare at the time the Resignation Form is submitted;
- (2) Returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by AdvoCare Customer Service, an inventory list of Product(s) returned, and proof of purchase; and
- (3) Returned Products must also appear in the order history of the Distributor to be eligible for a refund.

Any Product returned that does not meet the criteria listed above shall not be eligible for a refund. All Product returned to AdvoCare with a resignation shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund.

Unless specifically traceable from the order history, the refund amount is based upon the retail price at the time the Product is repurchased minus the applicable Distributor discount, plus shipping and handling* and sales tax (if applicable).** Product refunds are processed in the same form of payment as the Product purchase. If the credit card used for the purchase is no longer valid, AdvoCare will refund any amount owed with a check. Any funds owed to AdvoCare at the time of resignation will be deducted from any potential refund or compensation. Compensation includes any commission, Override, Leadership Bonus or other bonus or incentive.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

SECTION II: COMPENSATION PLAN

CHAPTER 1: OVERVIEW OF THE COMPENSATION PLAN

1.1 How Compensation is Earned

At AdvoCare, compensation is earned as Products are purchased and sold, and as a Distributor develops a network of additional Distributors who in turn purchase and sell Products. Sales to Retail Customers and Preferred Customers are the foundation of a successful Distributorship. The Compensation Plan is a work plan, and your compensation will depend on how much effort you expend, and to some extent, what area of the country you live in.

1.2 Five Ways to Earn Income

There are five ways for Distributors to earn income with AdvoCare:

- (1) Retail Profits;
- (2) Wholesale Commissions;
- (3) Overrides;
- (4) Leadership Bonuses; and
- (5) Incentives, trips, and other bonuses.

In addition, AdvoCare offers other promotional incentives and bonuses through which Advisor-level Distributors may earn compensation.

1.3 Eligibility to Earn Compensation

To be eligible to earn compensation from AdvoCare you must provide your Social Security number. You may provide this number at any time and will be eligible to earn compensation from that point forward. If your Distributorship is suspended or terminated due to disciplinary action, then your right to compensation is revoked.

CHAPTER 2: UNDERSTANDING SALES VOLUME

2.1 Concept of Sales Volume

Before explaining in depth the ways Distributors may earn income, it is necessary to define the concept of volume and how it is used to calculate compensation.

All volume is calculated per pay period. Pay periods end on the first and third Tuesdays of each month with the closing of the pay period effective that Wednesday at 12am Pacific Standard Time. Distributors earn Wholesale Commissions from sales and purchases by Preferred

Customers and downline Distributors who are at a lower discount level than their own. Once Distributors qualify for the Advisor level, they are eligible to earn Overrides on Products sold by other Distributors at the Advisor level signed up under them.

2.2 Personal Volume (PV)

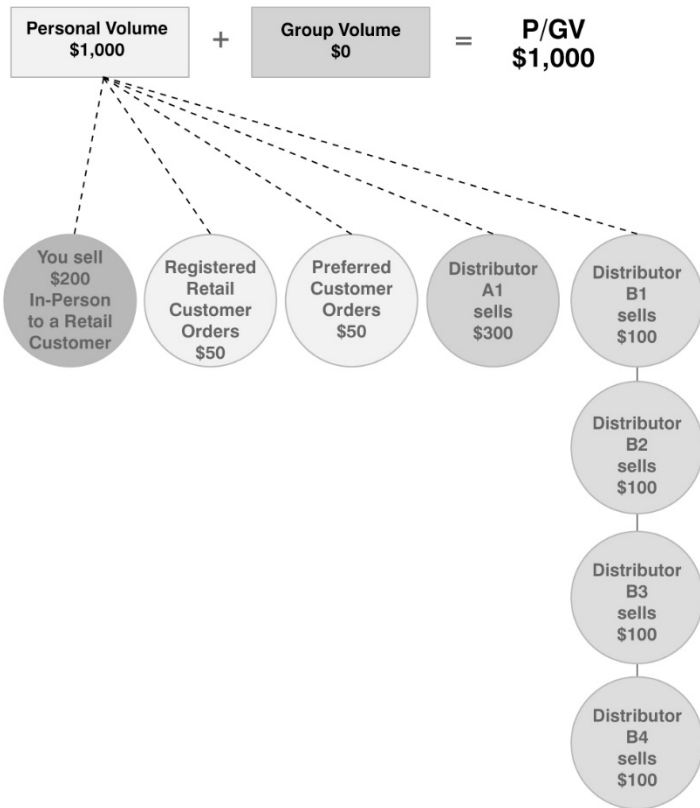
Personal Volume ("PV") is defined as the total suggested retail value of Product(s) purchased and sold by you, purchased by your Retail Customers and/or Preferred Customers, and, in some cases, purchased and sold by your downline Distributors. Personal Volume excludes the volume of downline Distributors who are at the forty percent (40%) discount level and the volume of downline Advisors. When any frontline Distributor has a total P/GV of less than \$500 in a single pay period, that volume will be included in your PV. However, when your frontline Distributor(s) have accumulated a total P/GV of \$500 or more in a single pay period, then that volume will be included in your Group Volume ("GV").

2.3 Group Volume (GV)

Group Volume ("GV") is defined as the total suggested retail value of Product(s) purchased and sold by your downline Distributors who have accumulated \$500 or more in P/GV during a pay period. When your frontline Distributor(s) have accumulated a total P/GV of \$500 or more in a single pay period, that volume will be included in your GV. However, when your frontline Distributor(s) have accumulated a total P/GV of less than \$500 in a single pay period, then that volume will be included in your PV. Group Volume excludes any volume of downline Distributors who are at the forty percent (40%) discount level and volume of downline Advisors.

2.4 Personal/Group Volume (P/GV)

Personal/Group Volume ("P/GV") is the sum of your Personal Volume and your Group Volume. The following chart represents Personal Volume only. In the example, there are no Distributors who have reached \$500 in suggested retail value Product purchases and sales during the pay period.



Basic Discount Chart

Total Personal/Group Volume* <i>(one to six consecutive pay periods)</i>	Basic Discount
\$0 - \$499.99	20%
\$500 - \$999.99	25%
\$1,000 - \$1,999.99	30%

*Personal/Group Volume is the sum of your Personal Volume and your Group Volume.

3.2 How Your Discount Works

This chart reflects the profits available when you sell the Product(s) at the suggested retail price, dependent upon your current discount level.

When You Sell \$100 of Product

Your Discount	Your Cost	Your Profit
20%	\$80	\$20
25%	\$75	\$25
30%	\$70	\$30
40%	\$60	\$40

CHAPTER 4: EARNING INCOME FROM RETAIL SALES

4.1 Retail Sales Defined

Retail sales are the simplest way to earn income with AdvoCare. As a Distributor, you purchase Products directly from the company at a discount ranging from twenty to forty percent (20-40%). You then sell the Products to your Retail Customers. The difference between what you paid for the Products (at your discount) and what you sell them for (what your Retail Customer pays you) is your immediate profit, otherwise known as Retail Profits. AdvoCare publishes suggested retail prices for all Products. However, these are suggested prices only and you are not obligated to charge these prices. Each Distributor is entitled to determine independently the prices at which they sell Products to their Retail Customers.

A “retail sale” is defined as the sale of a single unopened Product in its original packaging purchased by a Distributor and sold to a Retail Customer at a commercially reasonable price. A “Retail Customer” is defined as a non-Distributor customer who purchases Product(s) directly from a Distributor either in person or through the Distributor’s AdvoCare Website (as a “Registered Retail Customer”). A Retail Customer is not permitted to resell product and is unable to participate in the Compensation Plan.

As explained in Chapter 7 below, in order to qualify for Overrides, Leadership Bonuses, other bonuses and/or

2.5 Business Volume

Business Volume is a value assigned by AdvoCare to each Product for the purpose of calculating Overrides. The Business Volume value is equal to approximately fifty percent (50%) of the suggested retail price on each Product. Business Volume is not assigned to sales aids or Distributor Kits.

CHAPTER 3: UNDERSTANDING YOUR DISCOUNT

3.1 The Basic Discount Schedule

The basic Discount Schedule determines what discount you receive when purchasing Products from AdvoCare. The discount is based on the volume of Products purchased, or purchased and sold in one to six consecutive pay periods. As a new Distributor, you qualify for a twenty percent (20%) discount on the suggested retail value.

The P/GV generated by you or any downline Distributor determines your discount. The greater your P/GV during any six consecutive pay periods, the greater your discount. To qualify for the greatest discount level (40%) you must meet the Advisor qualifications (See Section II, Chapter 6: The Advisor Level).

incentives, the Distributor must comply with the sales requirements of a minimum of five (5) Retail Customer and/or Preferred Customer Sales per pay period.

CHAPTER 5: EARNING INCOME FROM WHOLESALE COMMISSIONS

5.1 Wholesale Commissions Defined

Wholesale commissions may be earned from sales to your Preferred Customers or purchases and sales of your downline Distributors. All Distributors are eligible to potentially earn Wholesale Commissions. The Wholesale Commission is calculated by the difference in your discount levels, and is paid directly from AdvoCare to the Distributor.

5.2 Wholesale Commissions Earned from Sales to Preferred Customers

Wholesale Commissions are earned by a Distributor when their Preferred Customers purchase Product(s) from their AdvoCare website. These Wholesale Commissions, which AdvoCare pays directly to the Distributor, is the difference between that Distributor's discount and the discount of their Preferred Customer(s). For example, if the Distributor's discount level is thirty percent (30%) and they have a Preferred Customer in their downline who has a twenty percent (20%) discount, the Distributor receives a ten percent (10%) Wholesale Commission on that Preferred Customer's purchases.

5.3 Wholesale Commissions Earned from Purchases and Sales Made by Distributors You Sponsor

Wholesale Commissions are also earned by a Distributor based on the purchases and/or sales of a Distributor they personally sponsor, who is at a lower discount level. These Wholesale Commissions, which AdvoCare pays directly to the Distributor, is the difference between the Distributor's discount and the discount of the Distributor they sponsor. For example, if the Distributor's discount level is thirty percent (30%) and they have a Distributor in their downline who has a twenty percent (20%) discount, the Distributor receives a ten percent (10%) Wholesale Commission on that Distributor's purchases.

5.4 How Wholesale Commissions Work

How Wholesale Commissions Work

Down-line Distributor Sells	Down-line Distributor Discount	Down-line Distributor Pays	Down-line Distributor Saves	Your Discount	You Earn
\$100	20%	\$80	\$20	20%	\$0
\$100	20%	\$80	\$20	25%	\$5
\$100	25%	\$75	\$25	30%	\$5
\$100	25%	\$75	\$25	40%	\$15

Note: AdvoCare does not pay Wholesale Commissions or Overrides on sales aids or Distributor Kits.

CHAPTER 6: THE ADVISOR LEVEL

6.1 How to Qualify for the Advisor Level

To qualify for the Advisor level, you have two options available:

- (1) Accumulate \$2,000 in P/GV, including at least \$500 in PV, in one to six (1-6) consecutive pay periods; or
- (2) Accumulate \$3,000 in P/GV, including at least \$500 in PV, in twenty-four (24) consecutive pay periods.

A Distributor is called a "Qualifying Advisor" during the final pay period in which the \$2,000 OR \$3,000 P/GV is accumulated, so long as the \$500 PV requirement has been satisfied within up to six (6) or up to twenty-four (24) consecutive pay periods, respectively. Once a Distributor is a qualifying Advisor, he or she is eligible for a forty percent (40%) discount on subsequent orders. Upon the following pay period, the Distributor is eligible to earn Overrides and Leadership Bonuses, incentives and other bonuses available to the Advisor level.

6.2 Re-Qualifying for the Advisor Level

After initially qualifying for the Advisor level, you must re-qualify annually to continue enjoying eligibility for Overrides and Leadership Bonuses.

To re-qualify as an Advisor, you have two options available:

- (1) Accumulate \$2,000 in P/GV, including at least \$500 in PV, in one to six (1-6) consecutive pay periods; or
- (2) Accumulate \$3,000 in P/GV, including at least \$500 in PV, during the calendar year.

You may re-qualify for the Advisor level at any time within the calendar year. The calendar year is defined as the twenty-four (24) pay periods that begin during a

traditional calendar year. If you do not re-qualify as an Advisor on an annual basis, you will retain your forty percent (40%) discount level, frontline Distributors, ability to earn Wholesale Commissions and Retail Commissions, and remain a Distributor. However, you will lose your eligibility to earn Overrides and Leadership Bonuses, and your downline Advisors will permanently roll up to the next upline Advisor in your organization.

CHAPTER 7: EARNING INCOME THROUGH OVERRIDES

7.1 How Overrides Work

Upon qualifying for Advisor level, you will be eligible to receive Overrides of up to seven percent (7%) on the Business Volume of Distributors through three generations of Advisors down line from you. The percentage Override for which you are eligible is based on your P/GV.

7.2 The Override Schedule

Total P/GV Per Period (Retail) Sales	Override % of Business Volume
\$1,000 and up	7%
\$750 - 999	6%
\$500 - 749	5%
\$0 - 499	0%

The percentage Override for which you are eligible is based on your P/GV.

7.3 Sales Requirements for Earning Overrides, Leadership Bonuses, Other Bonuses or Incentives

To qualify for any Override, Leadership Bonus or any other bonus or incentive, you must complete a Sales Compliance form each pay period by logging on to your Distributor Website or contacting Customer Service. You must show that you made at least five (5) sales to at least five (5) different Retail Customers and/or Preferred Customers in each pay period during which any Override, Leadership Bonus or other bonus or incentive is earned. The Retail Customer’s contact information must be included by you, however the Registered Retail Customer’s and the Preferred Customer’s purchases and contact information will be automatically tracked by AdvoCare as those sales are completed on your AdvoCare website. AdvoCare must receive your Sales Compliance form no later than the seventh day following the close of each pay period. Failure to meet this deadline may result in the forfeiture of all compensation for that pay period. Failure to submit the Sales Compliance form within ninety (90) days will result in automatic forfeiture.

From time to time, AdvoCare may contact the Retail Customers listed on your Sales Compliance form to verify that the sale took place as reported. If you provide false or inaccurate information, then you are in violation of your Contract.

7.4 Overrides, Leadership Bonuses and Excessive Inventory

AdvoCare pays Overrides and Leadership Bonuses, and other bonuses and incentives based on the sale of Product which is purchased for consumption or for resale to Retail Customers, contingent upon the completion of your Sales Compliance form every pay period. If AdvoCare later discovers that you are in violation of Section I, Chapter 8.11: Excessive Purchase of Inventory, then AdvoCare may adjust and deduct the amount of the Override, Leadership Bonus or other bonus or incentive previously paid from compensation due to you in subsequent pay periods. Or AdvoCare may deny payment of any Override, Leadership Bonus or other bonus or incentive in addition to any disciplinary action that may be taken, including suspension or termination.

CHAPTER 8: EARNING INCOME THROUGH LEADERSHIP BONUSES

8.1 Leadership Bonuses Defined

Leadership Bonuses are a way to further recognize Advisors who build and support downline team members who successfully sell Product. These bonuses are paid in addition to other income earned. To be eligible for a Leadership Bonus, you must achieve criteria that combine at least \$1,000 P/GV plus qualifying Override and, starting at Gold 3 Star, qualifying “legs.” Further, the Leadership Bonus reaches all the way down through the leg until you reach another Distributor who has achieved the same or greater Leadership level.

A leg consists of a Distributor whom you personally sponsor, as well as all Distributors sponsored down line from him or her. To be a qualifying leg for you, the Distributor(s) at the Advisor level must generate at least \$100 in Override. As the Leadership Bonus Schedule chart shows in Chapter 8.8 below, the Silver and Gold Leadership Bonuses have no leg requirements. However, beginning at the Gold 3 Star level, you must have three qualifying legs. At the Diamond level, you must have twelve. At the Platinum level, you must have eighteen.

In addition, if you earn a Leadership Bonus, it is paid down through the Business Volume of the next Leadership Bonus earner, where it is adjusted. For example, only one Distributor at the Advisor level (at any one time) may earn a Gold Leadership Bonus on the Business Volume of any other given Distributor at the Advisor level. The same is true of all other Leadership Bonuses up to and including the Diamond, Platinum and Triple Diamond Leadership Bonuses.

Leadership Bonuses must be earned in the following sequence: Silver, Gold, Gold 3 Star, Ruby, Ruby 6 Star, Emerald, Emerald 9 Star, Diamond, Platinum, Double-Diamond and Triple-Diamond.

Following is an explanation of the Leadership Bonuses. You earn the percentage of the Business Volume of all downline Distributors, EXCEPT if any downline Advisor earns a Leadership Bonus, then your Leadership Bonus will be adjusted in accordance with the Leadership Bonus payable to the downline Leadership Bonus earner.

8.2 Levels of Leadership Bonuses



Silver Leadership Bonus

A Silver Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV and at least \$100 in Override in a single pay period. You earn three percent (3%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Gold Leadership Bonus

A Gold Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV and at least \$500 in Override in a single pay period. You earn five percent (5%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Gold 3 Star Leadership Bonus

A Gold 3 Star Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV and at least \$500 in Override and you have at least three (3) qualifying legs, each generating at least \$100 of the \$500 Override, in a single pay period. You earn seven percent (7%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Ruby Leadership Bonus

A Ruby Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$1,000 in Override and you have at least three (3) qualifying legs, each generating at least \$100 of the \$1,000 Override, in a single pay period. You earn nine percent (9%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Ruby 6 Star Leadership Bonus

A Ruby 6 Star Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$1,000 in Override and you have at least six (6) qualifying legs, each generating at least \$100 of the \$1,000 Override, in a single pay period. You earn eleven percent (11%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Emerald Leadership Bonus

An Emerald Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$2,000 in Override and you have at least six (6) legs, each generating at least \$100 of the \$2,000 Override, in a single pay period. You earn thirteen percent (13%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Emerald 9 Star Leadership Bonus

An Emerald 9 Star Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$2,000 in Override and you have at least nine (9) qualifying legs, each generating at least \$100 of the \$2,000 Override, in a single pay period. You earn fifteen percent (15%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Diamond Leadership Bonus

A Diamond Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$4,000 in Override and you have at least twelve (12) legs, each generating at least \$100 of the \$4,000 Override, in a single pay period. You earn nineteen percent (19%) of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Platinum Leadership Bonus

A Platinum Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$8,000 in Override and you have at least eighteen (18) legs, each generating at least \$100 of the \$8,000 Override, in a single pay period. You earn 19.25% of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Double-Diamond Leadership Bonus

A Double-Diamond Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$12,000 in Override and you have at least twenty-four (24) legs, each generating at least \$100 of the \$12,000 Override, in a single pay period. You earn 19.5% of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.



Triple-Diamond Leadership Bonus

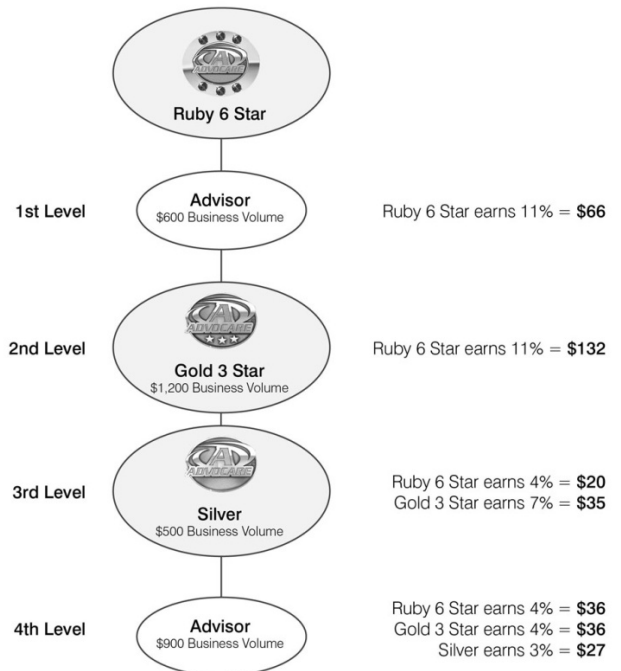
A Triple-Diamond Leadership Bonus is earned when, as an Advisor, you generate at least \$1,000 in P/GV, at least \$24,000 in Override and you have at least thirty-six (36) legs, each generating at least \$100 of the \$24,000 Override, in a single pay period. You earn 19.75% of the Business Volume of all downline Advisors, with the adjustment noted at the beginning of this section.

8.3 Compliance with Policies

The purpose of the Leadership Bonus is to recognize and reward AdvoCare leaders, those that build and support downline teams selling AdvoCare Products. A critical component of leadership is to protect the knowledge of and relationships with other AdvoCare Distributors. Compliance with the Policies and other terms of the Contract is essential to achieving these goals.

If, in the sole discretion of AdvoCare, it is determined that a Distributor has violated one or more terms of the Policies or the Contract, including but not limited to the provisions regarding Conflicts of Interest and Confidential Information, AdvoCare may withhold a Distributor's Leadership Bonus for any pay period in which it could have been earned, in addition to any other disciplinary sanctions authorized by the Policies and any other legal remedies.

8.4 How Leadership Bonuses Are Earned



Example: An Advisor qualifies for a Ruby 6 Star Leadership Bonus (eleven percent [11%] of the Business Volume of all downline Advisors).

The first Advisor under the Ruby 6 Star has a Business Volume of \$600; the Ruby 6 Star earns eleven percent (11%) of \$600.

The second Advisor down is a Gold 3 Star earner with \$1,200 Business Volume; the Ruby 6 Star earns eleven percent (11%) of \$1,200.

The third Advisor down is a Silver earner with a Business Volume of \$500. The Ruby 6 Star earns four percent (4%), and the Gold 3 Star earns seven (7%) percent.

The fourth Advisor down has a Business Volume of \$900. The adjustment kicks in again. The Silver earns three percent (3%), the Gold 3 Star earns four percent (4%) and the Ruby 6 Star earns four percent (4%).

8.5 Leadership Pins

When you reach and sustain a leadership pin level (including Silver through Emerald 9 Star) for two (2) consecutive pay periods, you earn a leadership pin status reflecting that achievement. In order to qualify for the Diamond pin status or above, you must reach and sustain that leadership pin level for three (3) consecutive pay periods. Pin recognition does not affect the bonus you earn. Your actual earnings in a given pay period are determined by the normal criteria and not by any pin you may have previously earned.

8.6 Leadership Bonus Compensation Procedure (Diamond and below)

All Leadership Bonuses earned in a pay period are included in the compensation check for that particular pay period.

8.7 Leadership Bonus Compensation Procedure (Platinum and above)

Platinum and above Leadership Bonuses must be earned for three (3) consecutive pay periods before the Platinum and above Leadership Bonus compensation is earned. Once this qualification is achieved, you will be eligible for the Platinum and above Leadership Bonus so long as you sustain the Platinum leadership level or above.

8.8 Leadership Bonus Schedule

To be eligible for these Bonuses, you must achieve:

	Silver	Gold	Gold 3 Star	Ruby	Ruby 6 Star	Emerald	Emerald 9 Star	Diamond	Platinum	Double Diamond	Triple Diamond
Override	\$100	\$500	\$500	\$1,000	\$1,000	\$2,000	\$2,000	\$4,000	\$8,000	\$12,000	\$24,000
Personal/Group Volume	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
First Level Legs at \$100 Override	0	0	3	3	6	6	9	12	18	24	36

Silver	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Gold	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Gold 3 Star		Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Ruby			Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Ruby 6 Star				Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Emerald					Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Emerald 9 Star						Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%	Plus 2%
Diamond							Plus 4%	Plus 4%	Plus 4%	Plus 4%	Plus 4%
Platinum								Plus 0.25%	Plus 0.25%	Plus 0.25%	Plus 0.25%
Double Diamond									Plus 0.25%	Plus 0.25%	Plus 0.25%
Triple Diamond										Plus 0.25%	Plus 0.25%

When sales-qualifying criteria are achieved, you are eligible to earn Leadership Bonuses in percentages indicated.

If any down-line Advisor earns a Leadership Bonus, your Leadership Bonus will be adjusted in accordance with the bonus payable to such down-line earner.

CHAPTER 9: PAYING YOUR TAXES

9.1 Reporting Your Income

It is important for you to keep records of your earnings from retail sales. You are responsible for reporting this income to the Internal Revenue Service.

Further, you are solely responsible for paying any and all taxes due on compensation in the form of Overrides, Leadership Bonuses or Wholesale Commissions you receive from AdvoCare. Annually, AdvoCare will provide a Form 1099 to the federal government reflecting the total amount of such payments made by AdvoCare to

you, provided you earn \$600 or more in compensation. In addition to any compensation earned, AdvoCare will report as required by law any other benefits received, including, but not limited to, the following: the value of any incentives, bonuses, prizes or other recognition awards earned during the calendar year.

9.2 Paying Sales Tax

AdvoCare adds sales tax to your original order based upon shipping destination and suggested retail value. AdvoCare then pays the applicable sales tax in each state for you. Therefore, it is also important that you collect the sales tax, in effect, to reimburse yourself.

GLOSSARY OF TERMS:

Advisor – Distributors who have satisfied the Advisor qualification or requalification requirements and are entitled to the highest discount (40%) on AdvoCare Products and are eligible to earn Overrides and Leadership Bonuses and other bonuses and incentives (see Section II: Compensation Plan).

Applicant – an individual who has completely and accurately filled out, executed and submitted the requisite information and application to become an AdvoCare Independent Distributor. Once accepted by AdvoCare, the Applicant is the primary individual listed on the Distributorship.

Auto Renewal – an option that allows Distributors to enroll and have their annual renewal fees automatically charged to their credit card on file on the first day of their anniversary month, automatically renewing their Distributorships for another year.

Business Volume – a value assigned by AdvoCare to each Product for the purpose of calculating Overrides. The Business Volume value is equal to approximately fifty percent (50%) of the suggested retail price on each Product.

Co-Applicant – an individual who has completely and accurately filled out, executed and submitted the requisite information and application to become an AdvoCare Independent Distributor on an Applicant's Distributorship. Once accepted by AdvoCare, the Co-Applicant is the secondary individual listed on the Distributorship with the same rights and access to the Distributorship as the Applicant. Only a spouse of the Applicant is eligible to be a Co-Applicant.

Contract – together the Distributor Agreement and the Policies, as they may be amended, constitute the contractual agreement ("Contract") between AdvoCare and each Distributor.

Distributor – refers to any person whose Contract has been executed, received and accepted by AdvoCare in its sole and absolute discretion.

Distributor Kit – the starter materials and sample Products included at the onset of a new Distributorship.

Distributor Website – an AdvoCare-personalized website for each Distributor.

Downline – Your downline consists of all Distributors you personally sponsor and their teams.

E-commerce – websites prohibited from being used to sell or advertise the sale of AdvoCare Products including but not limited to eBay, Amazon, Craigslist, auction sites, garage sales etc.

Frontline Distributor – Distributors you personally sponsor.

Group Volume – the total suggested retail value of Product(s) purchased and sold by your downline Distributors who have accumulated \$500 or more in P/GV during a pay period. When your frontline Distributor(s) have accumulated a total P/GV of \$500 or more in a single pay period, that volume will be included in your GV. When your frontline Distributor(s) have accumulated a total P/GV of less than \$500 in a single pay period, then that volume will be included in your PV. Group Volume excludes any volume of downline Distributors who are at the forty percent (40%) discount level and volume of downline Advisors.

Leadership Bonus – after qualifying for the Advisor level, a Distributor may be eligible for this type of compensation based on P/GV plus qualifying Override.

Leg – consists of a Distributor whom you personally sponsor, as well as all Distributors sponsored by that Distributor.

Override – after qualifying for the Advisor level, a Distributor may be eligible for this type of compensation based on the Business Volume of Distributors through three generations of Advisors in their downline and that Distributor's P/GV.

P/GV (Personal/Group Volume) – is the sum of your Personal Volume and your Group Volume.

Policies – the AdvoCare Policies, Procedures and Compensation Plan.

Preferred Customer – a Preferred Customer is a non-Distributor customer that has joined the Preferred Customer Program through a Distributor, and is thereby able to purchase Products at a discount; the Preferred Customer's discount starts at twenty percent (20%) and may increase up to thirty percent (30%) depending on the amount of purchases made; the Preferred Customer is not permitted to sell/resell Product(s), sponsor other Distributors, Preferred Customers or Registered Retail Customers, or receive compensation from AdvoCare.

PV (Personal Volume) – Personal Volume ("PV") is defined as the total suggested retail value of Product(s) purchased and sold by you, purchased by your Retail Customers and Preferred Customers, and, in some cases, purchased and sold by your downline Distributors. Personal Volume excludes the volume of downline Distributors who are at the forty percent (40%) discount level and the volume of downline Advisors. Additionally, when any frontline Distributor has a total P/GV of less than \$500 in a single pay period, that volume will be included in your PV. When your frontline Distributor(s) have accumulated a total P/GV of \$500 or more in a single pay period, then that volume will be included in your GV.

Qualifying Advisor – a Distributor who has met the requirements for the Advisor level and is in the final pay period in which the requirements have been met. Qualifying Advisors receive a forty percent (40%) discount on subsequent orders and upon the following pay period, are eligible to earn Overrides and Leadership Bonuses, incentives and other bonuses available to the Advisor level.

Qualifying Leg (Star Leg) – to be a qualifying leg for you, the Advisor(s) in that leg must generate at least \$100 in Override. Beginning at the Gold 3 Star level, you must have three qualifying legs in order to qualify for the Gold 3 Star Leadership Bonus. At the Diamond level, you must have twelve. At the Platinum level, you must have eighteen (See Chapter 8 in the Compensation Plan for more detail).

Registered Retail Customer – a Retail Customer who registered on the AdvoCare Website as a “Registered Retail Customer” and thus is able to purchase Products online from their Distributor’s Website as a Retail Customer. Neither Retail Customers nor Registered Retail Customers are permitted to sell/resell Product(s), sponsor other Distributors, Preferred Customers or Registered Retail Customers, or receive compensation from AdvoCare.

Retail Customer – a non-Distributor customer who purchases AdvoCare Product(s) directly from a Distributor either in person or through the Distributor’s AdvoCare Website. Neither Retail Customers nor Registered Retail Customers are permitted to sell/resell Product(s), sponsor other Distributors, Preferred Customers or Registered Retail Customers, or receive compensation from AdvoCare.

Retail Profits – profits earned from your retail sales; these profits are the difference between what you paid for a Product with your discount level, and what you sell that Product for to your Retail Customer

Retail Sale – the sale of Product(s) in its original unopened packaging purchased by a Distributor and sold to a Retail Customer at a commercially reasonable price.

Retail Sales Receipts – receipts that you provide to your Retail Customers documenting any retail sale completed; copies of these receipts should be retained by Distributors for Sales Compliance; these receipts may be obtained from your Distributor website.

Sponsor – the Distributor who you sign up under when you join AdvoCare as a new Distributor.

Wholesale Commissions – commissions earned from the sales to your Preferred Customers and to Distributors in your downline that are at a lower discount level than you.