

Ideal Protein® – Advertisement and Promotional Materials Policy (Canada)
(Revised as at February 24, 2017)

Do	Don't
<p>Advertise with these media:</p> <ul style="list-style-type: none"> ● Newspapers ● Local publications ● Webzines ● Radio ● Billboards ● Business Cards ● Social Media 	<p><u>DO NOT</u> make any statements or otherwise imply that the Ideal Protein® Weight Loss Method will, or is otherwise designed to have any specific or direct impact on any of the dieters' medical conditions. For example, do not state or imply that the Ideal Protein weight loss method can or can be used to cure or treat Polycystic Ovary Syndrome (PCOS), Type 2 diabetes, high blood pressure, high cholesterol or any other disease or medical condition.</p>
<p>Describe your center as an independent authorized center carrying the Ideal Protein® Weight Loss Method and its products.</p>	<p><u>DO NOT</u> implicitly or explicitly identify your center as a center that is owned or operated by Ideal Protein.</p>
<p>Use testimonials (text or pictures) of your dieters <u>IF</u> a Schedule 3.2 form (the "Authorization and Consent" form attached to the Ideal Protein Policies and Practices) has been filled out and signed by the dieter <u>AND</u> the following disclaimers and consumer notices are included in a clear and conspicuous manner along with the testimonial:</p> <p><i>"The results are those of the individual that is identified. Typical results vary up to 6 and 8 pounds lost in the first two weeks and up to 2 pounds per week thereafter when the Ideal Protein® Weight Loss Method is followed properly.</i></p> <p><i>You should consult your physician or other health care professional before starting this or any other diet program to determine if it is right for your needs."</i></p>	<p><u>DO NOT</u> include testimonials without first obtaining a duly completed and signed Schedule 3.2 form from the dieter.</p> <p><u>DO NOT</u> modify testimonials that have been granted by a dieter as indicated herein or use them for any purpose other than the promotion of the Ideal Protein® Weight Loss Method or of Ideal Protein® products and services.</p>
<p>Mention general (non-dieter specific) positive results your dieters have experienced. For example:</p> <p><i>"Since the opening of our center, our dieters at our center have lost a total of 5980 lbs and 1980 waistline inches!"</i></p>	<p><u>DO NOT</u> make any claims that have not been specifically approved by Ideal Protein concerning the Ideal Protein® Weight Loss Method and Ideal Protein® products or the benefits that can be derived therefrom. For example, do not make claims that state or imply any of the following:</p> <ul style="list-style-type: none"> ● Results other than weight loss can be achieved (i.e. "Will reduce your cellulite!" or "Stop or reduce your diabetes medications!" or "Lowers blood pressure!") ● Results are permanent and/or can be easily achieved or otherwise maintained without lifestyle changes

Do	Don't
<p>Use the Independent Authorized center logo, provided by Ideal Protein when promoting the Ideal Protein® Weight Loss Method and Ideal Protein® products and services.</p> <p>Use Ideal Protein authorized promotional and educational materials only as provided by Ideal Protein.</p>	<p><u>DO NOT</u> modify any Ideal Protein trademark, logo or promotional or educational materials in any way.</p> <p><u>DO NOT</u> use any Ideal Protein trademark, logo or promotional or educational materials to promote, directly or indirectly, or in whole or in part, any products or services other than the Ideal Protein® Weight Loss Method or Ideal Protein® products or services.</p>

Pre-Approved Text

You may use the following approved texts to describe the Ideal Protein ® Weight Loss Method:

- “Personalized ongoing support”
- “Supported by comprehensive guidelines and tools”
- “Developed and endorsed by medical doctors”
- “Weekly personalized weight and measurement progress analysis”
- “Dedicated coaches provide weekly support sessions and ongoing education”
- “Exclusively available from Ideal Protein approved health care professionals and trained coaches”
- “With the Ideal Protein Protocol, you will not only see results, but you will also be provided with valuable educational nutrition knowledge to help you sustain your results on a long-term basis”

MANDATORY DISCLAIMER

ALL advertising and promotional materials that your center generates and/or uses shall include, according to the circumstances described hereinafter, one of the following disclaimers. In all cases, said disclaimers shall be in clear and conspicuous text or otherwise (verbally or in writing as circumstances require) as part of the advertisement or promotional materials everywhere and every time such materials are used by or at the request of the center:

- A. **SHORT FORM DISCLAIMER:** This form of the required disclaimer may only be used for advertising and promotional materials in following specialized media: magazines, newspapers, radio and television. Centers shall be required to comply with other directives that Ideal Protein may issue from time to time, whether generally or on an individual basis. **IN THIS RESPECT, USE OF THE SHORT FORM DISCLAIMER SHOULD BE VIEWED AS A LIMITED EXCEPTION TO THE GENERAL REQUIREMENT TO USE THE STANDARD FORM DISCLAIMER.**

The short form disclaimer reads as follows:

“• **(full name of you center)** is an independently owned and operated and authorized to sell Ideal Protein products and services. Ideal Protein disclaims any express or implied statement of weight loss performance or other benefits that are not made by Ideal Protein. See www.idealprotein.com for more details.”

- B. **STANDARD FORM DISCLAIMER:** This form of the required disclaimer is the general form that should be used in all circumstances except those described in Section A hereinabove. These include, without limitation, websites, brochures, pamphlets, presentations, videos and generally all advertising and promotional materials generated by the center or at its request in connection with the operation of its Ideal Protein business.

The standard form disclaimer reads as follows:

DISCLAIMER

• **(full name of your center)** is an independently owned and operated center authorized to promote and sell Ideal Protein® products and the Ideal Protein ® Weight Loss Method. Consult www.idealprotein.com for more information about the Ideal Protein ® Weight Loss Method and Ideal Protein ® products and services. Any express or implied statement herein that is not made by Ideal Protein itself or is otherwise inconsistent with or different from the express or implied statements contained in www.idealprotein.com materials, including regarding any benefit, performance or specific weight loss expected or achieved with the use of the Ideal Protein ® Weight Loss Method or Ideal Protein ® products or services is made solely by • **(full name of your center)**, and Ideal Protein specifically disclaims any and all such statements that are not explicitly or implicitly made in, or that are otherwise inconsistent with statements in www.idealprotein.com materials, and Ideal Protein explicitly disclaims any and all responsibility relating thereto.”

Failure to include the appropriate disclaimer as per the directives hereinabove in any and all advertising and promotional materials that your center generates and/or uses shall be deemed to be a material breach of the Ideal Protein ® Advertisement and Promotional Materials Policy and of your center agreement

MANDATORY STATEMENT

ALL advertising and promotional materials that your center generates and/or uses shall include the following statement in clear and conspicuous text or otherwise (verbally or in writing as circumstances require) as part of the advertisement or promotional materials everywhere and every time such materials are used by or at the request of the center:

“USEFUL IN WEIGHT REDUCTION ONLY AS PART OF AN ENERGY-REDUCED DIET / UTILE POUR PERDRE DU POIDS SEULEMENT DANS LE CADRE D’UN RÉGIME À TENEUR RÉDUITE EN ÉNERGIE”

Failure to include this statement in any and all advertising and promotional materials that your center generates and/or uses shall be deemed to be a material breach of the Ideal Protein® Advertisement and Promotional Materials Policy.

CHANGES TO, AND APPLICATION OF THE IDEAL PROTEIN® ADVERTISEMENT AND PROMOTIONAL MATERIALS POLICY

This advertisement and promotional materials policy is subject to change, and such changes can be adopted by Ideal Protein at any time and at its sole discretion. Centers are responsible for continued compliance and shall be required to consult regularly this policy which is posted on the Client Library to confirm that existing and future advertisements and promotional materials of the center comply and continue to comply with this policy. Without limitation to the foregoing, centers shall be required to implement promptly such changes that may be required to their existing advertisements and promotional materials as a result of changes made to this policy by Ideal Protein.

Failure to comply with this advertisement and promotional materials policy, whether in whole or in part, shall automatically be deemed to be a material breach of this policy and of the Ideal Protein Weight Loss Center agreement that you have signed with Ideal Protein entitling the latter, among other things, to terminate your center agreement and your status as an Ideal Protein approved weight loss center and/or claim indemnification for losses suffered directly or indirectly by Ideal Protein as a result of failure by the center to comply with this policy.

Ideal Protein reserves the right to inspect all forms of advertisement and promotional materials that are generated or used by each Ideal Protein authorized weight loss center or at their request. In this respect, Ideal Protein may consult and/or inspect any advertisement and/or promotional materials that are made publically available by the center, whether through print, social media or otherwise, the whole without notice to the center. In addition, Ideal Protein centers shall be required to provide advertisement and promotional materials generated or used by the latter upon written request by Ideal Protein. Failure to comply promptly with such a request by Ideal Protein shall be deemed to be a material breach of this policy and of the Ideal Protein Weight Loss Center agreement that you have signed with Ideal Protein entitling the latter, among other things, to terminate your center agreement and your status as an Ideal Protein approved weight loss center.