

OPTAVIA® “International Coach Candidate Program” Official Terms & Conditions

(Revised on May 6, 2019)

1. **THE PROGRAM:** The International Coach Candidate Program (“ICCP” or “Program”) is a program designed to help eligible U.S. **OPTAVIA** Coaches explore the **OPTAVIA** Coach opportunity with potential candidates in Hong Kong and Singapore (hereinafter “Coach Candidate(s)” or “Candidate(s)”) prior to **OPTAVIA**, LLC, (“**OPTAVIA**” or the “Company”) officially opening these markets. Pursuant to these Official Terms and Conditions, Coach Candidates accepted into the ICCP will reserve a space in the line of sponsorship under the Coach that nominates the Coach Candidate to the ICCP. Coach Candidates accepted into the ICCP may also refer additional Coach Candidates to the ICCP, reserving a space in the line of sponsorship under the Coach Candidate.
2. **BINDING AGREEMENT:** **OPTAVIA** Coaches and Coach Candidates will collectively be referred to herein as “Participant(s)”. By participating in the **OPTAVIA** International Coach Candidate Program (“ICCP” or “Program”), the Participant fully and unconditionally agrees to accept these Official Terms and Conditions (“Terms and Conditions”) and the decisions of the Company, **OPTAVIA**, LLC (“**OPTAVIA**” or “Company”) which are final and binding in all matters related to the Program.
3. **ENDORISING COACH ELIGIBILITY:** The following individuals are eligible to recommend or endorse potential Coach Candidates to the ICCP:
 - a. **OPTAVIA** Coaches who are “Pre-Qualified” for the Global Health Ambassador Club (“GHAC”) or who commit to pre-qualify (and do pre-qualify) for the GHAC by June 30, 2019* (“Qualified Endorsing Coach” or “Endorsing Coach”):
 - i. An **OPTAVIA** Coach has “Pre-Qualified” for the GHAC when that Coach has maintained the rank of “Executive Director” or above for at least 3 consecutive months from July 2018 to June 30, 2019.
*Coach Candidates who are endorsed by a Coach that fails to pre-qualify as a GHAC member by June 30, 2019 will “roll up” to the next pre-qualified Global Health Ambassador Club Coach in the line of sponsorship at market launch.
 - b. A Coach Candidate who has been accepted and enrolled into the ICCP:
 - i. A Coach Candidate who has been accepted and officially enrolled into the ICCP (“Qualified Coach Candidate”) may nominate additional Coach Candidates to the ICCP.
4. **COACH CANDIDATE ELIGIBILITY:**
 - a. **In order to be eligible to apply for the ICCP, Coach Candidates must:**
 - i. Be a Singapore Citizen or Singapore Permanent Resident (PR) or a Hong Kong Resident;
 - ii. Be at least 25 years of age or older;
 - iii. Show a commitment to exploring the **OPTAVIA** Coach opportunity; and

- iv. Have been endorsed by a Qualified Endorsing Coach.

5. PROGRAM QUALIFICATIONS:

- a. In order to be accepted into the ICCP, Coach Candidates must:
 - i. Complete the Coach Candidate application form explaining why the Candidate wishes to explore the OPTAVIA Coach opportunity;
 - ii. Be endorsed by a Qualified Endorsing Coach (the Endorsing Coach submits an endorsement form on the Coach Candidate's behalf); and
 - iii. Have committed to be open, teachable, and coachable by the Endorsing Coach during the Coach Candidate's time on the 5 & 1 Plan® and while learning more about the **OPTAVIA** Coach opportunity.

6. SINGAPORE ICCP ENROLLMENT:

- a. If accepted into the ICCP, in order to complete the Coach Candidate's enrollment, the Singapore Candidate will be required to purchase a "Coach Candidate Certification" at US\$199.00.
 - i. The Coach Candidate Certification includes the following:
 - 1. The "Habits of Health System," which consists of the following books: "Dr. A's Habits of Health" and "Living a Longer Healthier Life," the companion guide to Dr. A's Habits of Health*; and
 - 2. The **OPTAVIA** International Coach Candidate Certification Exam*.
 - ii. Singapore Candidates will also receive a free one (1) month's supply of **OPTAVIA** Fuelings for the 5 & 1 Plan*.

*No refunds, exchanges or credits will be given for the Coach Candidate Certification and/or free month's supply of **OPTAVIA** Fuelings.

- b. After completing enrollment in the ICCP, Singapore Coach Candidates will also receive:
 - i. Support and Mentorship from his/her Endorsing Coach;
 - ii. The ability to endorse other Coach Candidates;
 - iii. An invitation to attend in-market Coach Candidate Trainings (February 2019 and beyond); and
 - iv. The ability to pre-order a Singapore Coach Kit before the market officially opens.

7. HONG KONG ICCP ENROLLMENT:

- a. If accepted into the ICCP, in order to complete the Coach Candidate's enrollment, the Hong Kong Candidate will be required to purchase a "Coach Candidate Certification" at US\$100.00
 - i. The Coach Candidate Certification includes the following:
 - 1. The "Habits of Health System," which consists of the following books: "Dr. A's Habits of Health" and "Living a Longer Healthier Life," the companion guide to Dr. A's Habits of Health*; and
 - 2. The **OPTAVIA** International Coach Candidate Certification Exam*.

- b. After being accepted into the ICCP, Hong Kong Coach Candidates have the option to purchase a Coach Candidate Kit at the discounted price of US\$99.00.
 - i. The Coach Candidate Kit includes the following:
 - 1. One (1) month's supply of OPTAVIA Fuelings for the 5 & 1 Plan*.
- *No refunds, exchanges or credits will be given for the Coach Candidate Certification or Coach Candidate Kit.
- c. After completing enrollment in the ICCP, Hong Kong Coach Candidates will also receive:
 - i. Support and Mentorship from his/her Endorsing Coach;
 - ii. The ability to endorse other Coach Candidates;
 - iii. An invitation to attend in-market Coach Candidate Trainings (February 2019 and beyond); and
 - iv. The ability to pre-order a Hong Kong Coach Kit before the market officially opens.

8. SPONSOR RELATIONSHIP:

- a. Once the Coach Candidate has completed enrollment into the ICCP, if the Coach Candidate enrolls as an **OPTAVIA** Coach upon the opening of the Hong Kong or Singapore markets, the Coach Candidate's Endorsing Coach will be the Coach Candidate's Sponsor or Business Coach (provided that the Qualified Endorsing Coach has pre-qualified for the Global Health Ambassador Club by June 30, 2019). **PLEASE NOTE:** Changes of sponsor are very rarely allowed by the Company and any potential changes of sponsor will only be handled as indicated in OPTAVIA's Official Hong Kong or Singapore Policies and Procedures.

- 9. **PROGRAM PERIOD:** The ICCP opens at 11:59 p.m. EST December 11, 2018 and will close May 31, 2019 at 11:59 p.m. EST.

10. PROGRAM POSITIONS:

- a. There are a limited number of positions for the ICCP each month during the Program Period, for instance, only 100 positions (50 for Hong Kong Coach Candidates and 50 for Singapore Coach Candidates) available for the ICCP in the month of December. As a result, nominations for the ICCP will be considered on a "first come, first served" basis. Each month after the initial launch of the ICCP, during the Program Period, the Company will accept a pre-determined number of Coach Candidates for the ICCP; once the Company has reached the limit for Coach Candidates, Coach Candidates will be put on a "wait list" for the following month. Those Coach Candidates on the wait list will have the first opportunity to enroll in the ICCP once the following month opens.

11. ADDITIONAL PROGRAM TERMS:

- a. **OPTAVIA** reserves the right to amend the Program Terms and Conditions as required.
- b. **OPTAVIA** reserves the right to interpret the Terms and Conditions of the Program at its sole and absolute discretion.
- c. **OPTAVIA** reserves the right to audit and verify that all Program qualifications and requirements have been met and that participating **OPTAVIA** Coaches are in compliance with the **OPTAVIA** Official Policies, Procedures, Independent Coach Agreement, and

Integrated Compensation Plan (all of these items are collectively referred to as “the Agreement”).

- d. **OPTAVIA** reserves the right to reject any Coach Candidate applications that are received at its sole and absolute discretion.
- e. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with the Program or the Integrated Compensation Plan and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning qualification for the Program.
- f. The discovery by **OPTAVIA** of any manipulation or fraudulent activity by an **OPTAVA** Coach will be grounds for disqualification from the Program and potential disciplinary action pursuant to the **OPTAVIA** Policies and Procedures. Manipulation of this Program or the Integrated Compensation Plan includes, but is not limited to, using Wellness Credits to purchase full orders for Clients and/or Coaches; Wellness Credits may only pay for a maximum of 50% of an order (for one of the purposes outlined in the Policies and Procedures) in order to be considered compliant. Additionally, placing orders under another Coach’s account and/or personally purchasing items under fictitious or actual accounts with the purpose of gaining benefits or compensation is considered manipulation.
- g. The account of any Coach, who was subject to disciplinary action during the Program Period, or at any time prior thereto, is subject to a review by **OPTAVIA** and is subject to disqualification from this Program.
- h. Sponsor reserves the right to cancel, suspend, and/or modify the Program, and/or extend or delay the Program, or any part of thereof: (1) for any reason, (2) due to force majeure (e.g. an act of war or terror), or (3) if any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Program in any manner, or for any reason related to the administration of the Program, as determined by Sponsor in its sole and absolute discretion. In the event the Program is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Program, Sponsor may, in its sole and absolute discretion and without any fault or liability, (a) cancel the Program; and/or (b) modify or suspend the Program to address the impairment and then resume the Program in a manner that best conforms to the spirit of these Terms and Conditions.
- i. At its sole discretion, Sponsor may disqualify any Participant whom it considers to have intentionally violated these Terms and Conditions or any element of this Program. By participating, Participant agrees to be bound by the Terms and Conditions and the decisions of Sponsor and to waive any right to claim ambiguity in these Terms and Conditions. The Company is not responsible for technical, hardware, software, or telephone failures of any

kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Program or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a Participant's ability to participate in the Program.

- j. Any undefined terms used throughout these Terms and Conditions shall be understood and construed as set forth and used in **OPTAVIA's** current Policies, Procedures and Integrated Compensation Plan. Should any conflicts exist between the definitions under these Terms and Conditions and the Agreement, the definition under these Terms and Conditions will govern.
- k. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Program, Participants agree that (a) any and all disputes and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of JAMS (alternative dispute resolution service) ("JAMS"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (c) judgment upon such arbitration award may be entered in any court having jurisdiction; and (d) these Terms and Conditions, and this Program, shall be governed by the laws of the State of Maryland. All arbitration proceedings and rules, and all materials produced pursuant to the arbitration, shall be strictly confidential. All proceedings shall be conducted in the city of **OPTAVIA's** corporate offices. Except as prohibited by law, the parties waive all rights and claims to punitive, incidental or consequential damages, including attorney's fees, and Participant further waives all rights to have damages multiplied or increased.
- l. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE COMPANY AND ITS RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES, INCLUDING BUT NOT LIMITED TO MEDIFAST, INC., ITS PARENTS, AFFILIATES AND SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEORY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT PARTICIPANT'S PARTICIPATION IN THE PROGRAM REGARDLESS OF WHETHER OR NOT THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- m. INTELLECTUAL PROPERTY: These Terms and Conditions and all related web pages, content and code are the property of **OPTAVIA**, LLC or authorized third parties. The copying or unauthorized use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.
- n. SEVERABILITY: If any term or other provision of these Terms and Conditions is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, such provisions shall be severed and all other conditions and provisions of these Terms and Conditions shall nevertheless remain in full force and effect.
- o. SPONSOR: The sponsor of this Program is **OPTAVIA**, LLC, 100 International Drive, 18th Floor, Maryland, 21202.