

BATH FITTER REFER-A-FRIEND PROGRAM
TERMS AND CONDITIONS

Last Updated: May 20, 2021

The following terms and conditions (these “Terms and Conditions”) contain important information regarding the Refer-A-Friend Program (the “Program”) sponsored by Bath Fitter Franchising Inc. (“Sponsor”). Please read the following Terms and Conditions carefully. These Terms and Conditions are a binding agreement between you and Sponsor and will govern your participation in any and all Program offers.

BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS. PLEASE NOTE THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY AND REQUIRE CLAIMS TO BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE PROGRAM. FOR THE UP-TO-DATE VERSION OF THE TERMS AND CONDITIONS, PLEASE VISIT <https://www.bathfitter.com/referral>.

Being eligible for the Program entitles members (“Members”) to take advantage of certain Program rewards (“Program Rewards”) that may change from time to time and, which may be made available for limited times, all as determined by Sponsor in its sole discretion and as set out in these Terms and Conditions. You can find out about available Program Rewards and offers by checking www.bathfitter.com/referral (“Site”). **Sponsor may, in its sole and absolute discretion, cancel, change, terminate, suspend or modify any aspect of the Program and/or any Program Reward at any time, including the availability of any Program Reward (each, a “Change”). In the event of a Change, Sponsor shall update these Terms and Conditions and modify the above-noted “Last Updated” date. We encourage Members to revisit the Site and these Terms and Conditions from time to time in order to confirm if a Change has occurred. In the event of any material Change to the Program Rewards, Sponsor will include a prominent notice on the Site and will send an email to the Member at the email address listed in such Member’s account advising of the Change.**

PROGRAM PERIOD: Program begins on May 24, 2021 and will continue until terminated, suspended, modified, or converted to another rewards program by Sponsor (the “Program Period”), which shall constitute a material Change for the purposes of these Terms and Conditions.

HOW TO PARTICIPATE; ELIGIBILITY: To be eligible for the Program, you must be a legal resident of Canada, must be at least the age of majority in your province of residence and have registered on the Site as a Member by providing your name, address, and e-mail address. By registering as a Member, you consent to Sponsor’s collection, use and disclosure of your personal information solely for the purpose of administering the Program and Program Rewards, in accordance with the terms of our Privacy Policy, available here: <https://www.bathfitter.com/us-en/privacy-policy/>. To participate in the Program, visit the Site and fill out the form, including your friend’s name and e-mail address (a “Member Referral”). **You must provide true, accurate and complete information as required, and you must keep your account information up to date at all times. You may not refer any person in your immediate household or any person that you do not personally know.** Once you complete and submit the form on the Site, you

will be prompted to send an email to your friend(s) with instructions on how to sign up for an in-home Bath Fitter consultation (the “Referral Offer”).

Officers and directors of Sponsor and their immediate family members living in the same household of Sponsor are not eligible for Program. You cannot participate in Program if it would violate your employer’s policies or terms and conditions. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single account for the purpose of accumulating Rewards for combined use.

EARNING REWARDS: Members can begin earning Rewards (as defined below) upon enrollment in the Program. For every Referred Person who completes an in-home consultation with an employee of a participating Bath Fitter location through the Referral Offer (the “Consultation”) within 90 days of the referral date, Member will receive, within sixty (60) days of Consultation, an email with a link and instructions to redeem a \$25 gift card or prepaid credit card. Member is responsible to claim the Reward before it expires. Rewards expire 90 days from the date of issuance of the email. For every Referred Person who completes a full Bath Fitter shower or tub, shower liner or tub liner unit installation (minimum \$1,500 per installation pre-tax) performed by a participating Bath Fitter location following the Consultation (an “Installation”), Member will receive, within sixty (60) days of receipt by the appropriate Bath Fitter location of full payment for the Installation, an email with a link and instructions to redeem a \$100 gift card or prepaid credit card. Member is responsible to claim the Reward before it expires. Rewards expire 90 days from the date of issuance of the email. Members will only receive Rewards for Installations provided that your friend has paid for the Installation in accordance with Sponsor’s billing policies. If your friend cancels their Consultation or Installation, you will not receive a Reward for the Consultation or Installation. **Participating Bath Fitter locations are listed on Exhibit A. Such list may be updated from time to time by Sponsor in its entire discretion. It is Member’s responsibility to consult Exhibit A on an on-going basis to determine whether there is a Participating Bath Fitter location in the Referred Person’s area.**

All amounts and type of prepaid credit cards offered in connection with this Program shall be deemed “Rewards” and are subject to change at any time in Sponsor’s sole discretion, provided however that such change shall be deemed a material Change for the purposes of these Terms and Conditions. Delivery of a Reward requires Member’s name and valid shipping address. To participate in the Program, visit the Site and fill out the form, including your friend’s name and e-mail address (a “Member Referral”). By registering as a Member, you consent to Sponsor’s collection, use and disclosure of your personal information solely for the purpose of administering the Program and Program Rewards, in accordance with the terms of our Privacy Policy, available here: <https://www.bathfitter.com/us-en/privacy-policy/>. Prepaid credit card issuer terms and conditions apply. All delivery times are subject to standard shipping schedules and may be subject to shipping delays. Sponsor is not liable for loss, damage, or delay in delivery of any Reward. The terms and conditions pertaining to the use of prepaid credit cards or gift cards are to be found at www.amazon.ca/gc-legal (Amazon gift card), <https://www.myprepaidcenter.com/termsfuse> and <https://www.prepaiddigitalsolutions.com/>.

Sponsor reserves the right to suspend, terminate, revalue or modify, without liability, or notice to Members, all or part of the Rewards value structure and offers and any merchandise or service, provided however that such change shall be deemed a material Change for the purposes of these Terms and Conditions. Sponsor reserves the right to adjudicate all Rewards discrepancies in its sole discretion, and the Members agree to abide with any such adjudication. Sponsor may change at any time, and from time to time, the Program Rewards available in this Program, provided however that such change shall be deemed a material Change for the purposes of these Terms and Conditions. Any items received as a result of a redemption of Rewards may not be exchanged or returned for other items or credit. All matters concerning the Program Rewards,

including but not limited to warranties, guarantees, and maintenance and delivery (if not delivered by Sponsor), are solely between the Member and the entity supplying the Reward. Sponsor makes no warranties or representations whatsoever with regard to any goods or services provided by the entity supplying the Reward (if not Sponsor).

REWARD CONDITIONS: The Program Rewards are void where prohibited by law. Program Rewards are available only while supplies last and quantities may be limited. No substitutions, except that in the case of unavailability of a Reward, Sponsor may substitute a prize of equal or greater value. Members may not assign or transfer any Program Rewards. Sponsor makes no warranty in any respect as to any Rewards, merchandise or service available within the Program. You expressly agree that Sponsor shall not be responsible for the loss of any Program Rewards that can be obtained through the Program, regardless of monetary value, in the event there is any catastrophic data or server error, criminal act, vandalism, cyber-attack or other events which make it impossible for Sponsor to determine the Rewards total for any Member account or accounts.

MEMBER'S CODE OF CONDUCT: Sponsor believes in full transparency and in full, fair and effective disclosures of material facts relating to Member's relationship with Sponsor. Sponsor requires that all Members abide by the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>) ("FTC Endorsement Guides"). Per the FTC Endorsement Guides, Member should disclose Member's connection to Sponsor when speaking favorably about or otherwise promoting or encouraging friends to use the Program or Sponsor's services.

TERMINATION: Sponsor may, in its sole and absolute discretion, and without any liability of any kind or nature whatsoever to anyone including Members, cancel, change, suspend, or modify any aspect of the Program and/or any Program Reward at any time, including the availability of any Program Reward, provided however that such change shall be deemed a material Change for the purposes of these Terms and Conditions. Sponsor may, in its sole and absolute discretion, and without any liability of any kind or nature whatsoever to anyone including Members, terminate or suspend any Member's participation in the Program for breach of these Terms and Conditions, or for taking any actions that are inconsistent with the intent of these Terms and Conditions. Sponsor reserves the right in its sole discretion and without any liability of any kind or nature whatsoever to anyone including Members, to prohibit any Member from participating in any aspect of the Program if Sponsor deems or suspects that such Member has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Terms and Conditions; or (b) damaging, tampering with or corrupting the operation of the Program or Site; or (c) acting with intent to annoy, harass or abuse any other person; or (d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (e) activity deemed in the sole discretion of Sponsor to be generally inconsistent with the intended operation of the Program. Any decision Sponsor makes relating to termination or suspension of any Member's participation in the Program shall be final and binding in all respects. Sponsor shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms and Conditions or intent of these Terms and Conditions.

INDEPENDENT CONTRACTOR STATUS: Nothing in this Agreement implies any employment or joint venture relationship between Sponsor and Member. As an independent contractor, Member shall not receive nor be entitled to a salary or any other benefits or privileges Sponsor provides to its employees. Sponsor and Member agree that: (i) Member will be treated as an independent contractor with respect to Member's role under this Agreement for all purposes, including, federal, provincial, territorial, and local tax purposes and for all other purposes and Sponsor will not withhold or pay over on behalf of Member any amounts relating to federal, provincial, territorial or local income taxes, employment insurance, workers compensation, social security, pensions, or other taxes or assessments; (ii) Member will never be asked to perform tasks, duties, or otherwise which will render Member's services to be that of an employee; (iii) Member will not be provided great detail or strict guidelines about how to participate in Program but will

rely on Member's own expertise; (iv) Member may perform tasks at Member's own discretion on Member's own schedule, and Member may elect the hours (if any) during which Member puts effort against the tasks; and (v) Sponsor has no right to exercise any control whatsoever on Member's daily activities.

CONFIDENTIALITY: Both Sponsor and Member acknowledge that either party may acquire confidential information concerning the other party pursuant to the provisions of these Terms and Conditions, and hereby agree that they shall not use any such information for any purpose, except as otherwise expressly permitted hereunder. Member further agrees not to disclose or provide any such information to any third party and to take all necessary measures to prevent any such disclosure.

RELEASE: By participating in the Program, Members release Sponsor, its parent, subsidiaries, affiliates, franchisees, suppliers, advertising and promotions agencies, third party payment partners, administrators and their respective directors, officers, employees, and agents (collectively, "Released Parties") from any and all liability for any loss, harm, damages, cost or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program, the administration thereof by Sponsor and/or the use of any Rewards.

INDEMNIFICATION: Members agree to indemnify, defend and hold Sponsor and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to any breach by Member of any of these Terms and Conditions or any violation by Member of applicable law.

GOVERNING LAW: The Program and these Terms and Conditions are governed by the laws of the Province of Québec and the laws of Canada applicable therein without any reference to its choice of law provisions. You may not assign your rights or obligations under these Terms and Conditions to any other person or entity. **YOU AND WE AGREE THAT EACH OF US MAY BRING ANY CLAIMS ARISING FROM OR RELATING TO THESE TERMS ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.**

RESOLUTION OF DISPUTES; ARBITRATION. While we will make reasonable efforts to resolve any disagreements you may have with Sponsor, if these efforts fail you agree that all claims, disputes or controversies against Sponsor arising out of these Terms and Conditions, the Program, the Rewards or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing an arbitration must submit Claims to the Canadian Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held at a place chosen by the Canadian Arbitration Association in the same city as the provincial judicial district closest to your then current residential address, or at some other place to which you and Sponsor agree in writing and the arbitrator shall apply Québec law. **YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and instructions for initiating an arbitration by contacting the Canadian Arbitration Association at using the contact information noted below:

Canadian Arbitration Association

Website: <https://canadianarbitrationassociation.ca/>

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the Canadian Arbitration Association. The arbitration will follow the procedures and rules of the Canadian Arbitration Association, which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties. The parties will mutually agree on an alternative arbitration or alternate dispute resolution organization if the Canadian Arbitration Association is unavailable or unwilling to participate.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, no responsibility or liability is assumed by the Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Program and/or Site: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or other communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Site in whole or in part for any reason; traffic congestion on the Internet or Site; unauthorized human or non-human intervention of the operation of the Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of any user account used in connection with the Program.

To the fullest extent permitted by applicable law, you hereby agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Program or any Rewards shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (iii) under no circumstances will you or anyone else be permitted to obtain awards for and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. In addition, you hereby waive any and all rights to have damages multiplied or otherwise increased.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EVERYTHING ON THE SITE AND THE PROGRAM REWARDS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

NO WAIVER: Our failure to enforce any part of these Terms and Conditions shall not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

PRIVACY. All information collected about you in connection with the Program is subject to our privacy policy, which can be found at <https://www.bathfitter.com/privacy-policy> (“Privacy Policy”). By enrolling in the Program, you consent to the collection, use, disclosure and release of information to selected third parties to carry out the Program, as further detailed in our Privacy Policy. You shall maintain and update your registration information to ensure that it is always current, complete and accurate.

CONTACT: If you are having difficulty accessing or navigating the Site, or have other questions about the Program, please send an email to cs@bathfitter.com.

EXHIBIT A

Business Name	Address	City	Province State	Postal Code
Bath Fitter of Hamilton	30 Tops Drive	GRIMSBY	ON	L3M 4E8
Bath Fitter of Vancouver	8620 Glenlyon Parkway, Unit 106	Burnaby	BC	V5J 0B6
Bath Fitter of Saint-John	495 Rothesay Ave.	Saint-John	NB	E2J 2C6
Bath Fitter of Mississauga	1035 Queensway East, Unit 8	Mississauga	ON	L4Y 4C1
Bath Fitter of Kitchener	265 Frobisher Drive, Unit 3	Waterloo	ON	N2V 2G4
Bath Fitter of Scarborough	5250 Finch Avenue East, Unit 1	Scarborough	ON	M1S 5A4
Bath Fitter of Vancouver	8620 Glenlyon Parkway, Unit 106	Burnaby	BC	V5J 0B6
Bain Magique Saint Eustache	221 rue Roy	Saint Eustache	QC	J7R 5R5