

**IN THE MATTER OF  
THE FAIR TRADING ACT**

**THIS UNDERTAKING** is made pursuant to Section 152 of the Fair Trading Act.

**BY:**

**A.B. Success Ltd.** operating as **TNT Motivation**  
9735 42 Avenue NW  
Edmonton, Alberta

(hereinafter called the "Supplier")

**TO:**

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "Director")

**WHEREAS:**

- (A) The Supplier is a direct seller that requires licensing to operate in Alberta.
- (B) The Supplier admits that it failed to refund money within 15 days of contract cancellation.
- (C) The Supplier acknowledges that Mr. \_\_\_\_\_, a salesperson for the supplier, did take advantage of Mrs \_\_\_\_\_ the consumer, as a result of the consumer's inability to understand the character, nature, language or effect of the consumer transaction.
- (D) The Supplier acknowledges that Mr. \_\_\_\_\_, did deceive or mislead Mrs. \_\_\_\_\_.
- (E) The Supplier acknowledges that the sales contract provided to Mrs. \_\_\_\_\_ is not in compliance with the Fair Trading Act and its predecessor legislation.
- (F) The Supplier acknowledges that the statement of cancellation rights provided to Mrs. \_\_\_\_\_ is not in compliance with the Fair Trading Act and its predecessor legislation.
- (G) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (B), (C), (D), (E), and (F) hereof constitute breaches of the Fair Trading Act.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Supplier acknowledges and admits that it has failed to comply with the licensing provisions of the Fair Trading Act and its predecessor legislation and undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recitals (B), (C), (D), (E), and (F).
2. The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to Part 3 – Cancellation of Direct Sales Contracts.

3. The Supplier understands that this Undertaking becomes part of the Public Record, maintained pursuant to the Fair Trading Act.
4. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
  - (a) terminated by the Director or varied with the consent of the Supplier;
  - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
  - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
5. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act, as he may consider necessary.
6. The Supplier acknowledges that it was advised by Alberta Government Services, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

**IN WITNESS WHEREOF** the Supplier, has on the *29* day of, *JANUARY* 2001, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

**A.B. Success Ltd. operating as TNT Motivation**

PER:

  
Allan Bridges, Director

**ACCEPTED** by the Director of Fair Trading this *31* day of *JANUARY*, 2001

  
DIRECTOR OF FAIR TRADING