

COACH POLICIES and PROCEDURES/COACH COMPENSATION PLAN

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SECTION 1 INTRODUCTION

1.1 Policies and Compensation Plan Incorporated into Coach Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Product Partners, LLC, (hereafter “Beachbody” or the “Company”), are incorporated into, and form an integral part of, the Beachbody® Coach Agreement. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the Beachbody Coach Application and Agreement, these Policies and Procedures, the Beachbody Coach Compensation Plan, and the Beachbody Business Entity Application (if applicable). These documents are incorporated by reference into the Beachbody Coach Agreement (all in their current form and as amended by Beachbody). It is the responsibility of each Coach to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. The most current version of the Beachbody Coach Agreement, including these Policies and Procedures, will be posted on the Team Beachbody™ Web site, which may be amended and updated in Beachbody’s sole discretion. When sponsoring or enrolling a new Coach, it is the responsibility of the sponsoring Coach to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the Beachbody Coach Compensation Plan prior to his or her execution of the Coach Agreement.

1.2 Purpose of Policies

In addition to other sales channels, Beachbody markets its products through independent contractor sales representatives called “Coaches.” It is important to understand that your success and the success of your fellow Coaches depend on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Coaches and Beachbody, and to explicitly set a standard for acceptable business conduct, Beachbody has established the Agreement.

Beachbody Coaches are required to comply with all of the Terms and Conditions set forth in the Agreement, which Beachbody may amend at its sole discretion from time to time, as well as all federal, state, and local laws governing their Beachbody business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or Beachbody.

1.3 Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, Beachbody reserves the right to

amend the Agreement and its prices in its sole and absolute discretion. By signing the Coach Agreement, a Coach agrees to abide by all amendments or modifications that Beachbody elects to make. Amendments shall be effective upon notice to all Coaches that the Agreement has been modified, which will include posting such amendments or updated documents on the Team Beachbody Web site. Notification of amendments shall be published in official Beachbody materials. The Company shall provide or make available to all Coaches a complete copy of the amended provisions by one or more of the following methods: (1) posting on Beachbody’s official Web site; (2) electronic mail (email); (3) inclusion in Company periodicals; (4) inclusion in product orders or bonus checks; or (5) special mailings. The continuation of a Coach’s Beachbody business or a Coach’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 Delays

Beachbody shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, terrorism, acts of God, acts of nature, acts beyond the reasonable control of Beachbody, fire, death, curtailment of a party’s source of supply, or government decrees or orders.

1.5 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision, never comprised a part of the Agreement.

1.6 Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Beachbody to exercise any right or power under the Agreement or to insist upon strict compliance by a Coach with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Beachbody’s right to demand exact compliance with the Agreement. Waiver by Beachbody can be effectuated only in writing by an authorized officer of the Company. Beachbody’s waiver of any particular breach by a Coach shall not affect or impair Beachbody’s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Coach. Nor shall any delay or omission by Beachbody to exercise any right arising from a breach affect or impair Beachbody’s rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Coach against Beachbody shall not constitute a defense to Beachbody’s enforcement of any term or provision of the Agreement.

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SECTION 2 BECOMING A COACH

2.1 Requirements to Become a Beachbody Coach

Each applicant must:

- › Be of the age of majority in his or her state of residence
- › Reside in the United States or U.S. Territories or country that Beachbody has officially announced is open for business
- › Have a valid Social Security or Federal Tax ID number
- › Purchase a Coach Business Kit (optional in North Dakota); and
- › Submit a properly completed and executed online or physical Coach Application (originals only—no copies) and Agreement to Beachbody.

2.1.1 Nonprofit Organizations

Beachbody will waive the Coach Business Kit fee and the monthly Coach Business Services fees for Coach applicants that are bona fide nonprofit organizations under Section 501(c)(3) of the Internal Revenue Code. Coach applicants seeking this waiver must submit a copy of their IRS Ruling or Determination Letter approving their tax-exempt status.

2.2 No Product Purchase Required

No person is required to purchase Beachbody products or services to become a Coach. To familiarize new Coaches with Beachbody products, services, sales techniques, sales aids, and other matters, the Company requires that Coaches purchase a Coach Business Kit. Beachbody will repurchase resalable kits from any Coach who terminates his or her Coach Agreement pursuant to the terms of Section 7.3.

2.3 Coach Benefits

Once a Coach Application and Agreement has been accepted by Beachbody, the benefits of the Beachbody Coach Compensation Plan and the Coach Agreement are available to the new Coach. These benefits include the right to:

- › Sell Beachbody products and services
- › Participate in the Beachbody Coach Compensation Plan (receive bonuses and commissions, if eligible)
- › Sponsor other individuals as Customers or Coaches into the Beachbody business and, thereby, build a marketing organization and progress through the Beachbody Coach Compensation Plan
- › Receive periodic Beachbody literature and other Beachbody communications
- › Participate in Beachbody-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- › Participate in promotional and incentive contests and programs sponsored by Beachbody for its Coaches.

2.4 Term and Renewal of Your Beachbody Business

The term of the Coach Agreement is one year from the date of its acceptance by Beachbody (subject to reclassification for inactivity after six months pursuant to Section 10.2). After the first year, a Coach's Agreement will automatically renew on a monthly basis so long as the Coach remains in compliance with the Agreement and his or her Coach Business Services fees for the month are paid.

SECTION 3 OPERATING A BEACHBODY BUSINESS

3.1 Adherence to the Beachbody Coach Compensation Plan

Coaches must adhere to the terms of the Beachbody Coach Compensation Plan as set forth in official Beachbody literature. Coaches shall not offer the Beachbody Coach Business Opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Beachbody literature. Coaches shall not require or encourage other current or prospective Customers or Coaches to participate in Beachbody in any manner that varies from the program as set forth in official Beachbody literature. Coaches shall not require or encourage other current or prospective Customers or Coaches to execute any agreement or contract other than official Beachbody agreements and contracts in order to become a Beachbody Coach. Similarly, Coaches shall not require or encourage other current or prospective Customers or Coaches to make any purchase from, or payment to, any individual or other entity to participate in the Beachbody Coach Compensation Plan other than those purchases or payments identified as recommended or required in official Beachbody literature.

3.2 Advertising

3.2.1 General

All Coaches shall safeguard and promote the good reputation of Beachbody and its products. The marketing and promotion of Beachbody, the Beachbody Coach Business Opportunity, the Beachbody Coach Compensation Plan, and Beachbody products shall be consistent with the public interest, and must avoid all discourteous, illegal, offensive, deceptive, misleading, unethical or immoral conduct or practices. Upon notice from Beachbody, the Coach must immediately discontinue the prohibited conduct. In addition, the Company reserves the right to take additional disciplinary action against a Coach depending on the severity of the conduct.

To promote both the products and services, and the tremendous opportunity Beachbody offers, Coaches are encouraged to use the sales aids and support materials produced by Beachbody. The

rationale behind this requirement is simple. Beachbody has carefully designed its products, product labels, Coach Compensation Plan, and promotional materials to ensure that each aspect of Beachbody is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws.

3.2.2 Coach Web Sites and Other Communications Facilities

If a Coach desires to utilize an Internet Web page or other online communication facility to promote his or her business, he or she may do so through his or her Beachbody-provided replicated Web site. Alternatively, Coaches may develop their own Web pages; however, any Coach who does so must act at all times in full conformance with these Policies and Procedures and must additionally: (a) accurately and faithfully use text replicated from the Company's official Web site; (b) ensure the accuracy, legality, and legitimacy of any and all content of his or her Web site with text from any source other than the Company; (c) not advertise the price of any Beachbody products or services at an amount less than that advertised by the Company on the official Company Web site; and (d) only enroll any new Coaches through his or her Beachbody-provided official Web site. Coaches who develop or publish their own Web sites must register each version of their site(s), and all edits to their site(s), with the Company and receive written approval from the Company prior to the site's (sites') public availability. The failure to register constitutes a material breach of these Policies and Procedures. "Other communication facilities" includes, but is not limited to, blog sites, message boards, chat rooms, social networking sites, instant message services, and text messages.

3.2.3 Trademarks, Copyrights and Domain Names

Coaches may not use or attempt to register any of Beachbody's trade names, trademarks, service names, service marks, product names, the Company's name, symbols, keywords, advertisement buys or Internet optimization, or any portion, modification, contextual use, expansion, translation, other derivative thereof, or any other use of any word in an attempt to be confusingly similar with any of the foregoing for any Internet domain name. For a partial listing of Beachbody's prohibited names referenced in this Section 3.2.3, please review the attached EXHIBIT A.

Beachbody will not allow the use of its trade names, trademarks, designs, or symbols ("Beachbody Marks") by any person, including Beachbody Coaches, without its prior, written permission. Any and all use of Beachbody Marks shall be consistent with the high-quality image heretofore associated with Beachbody Marks and shall in no manner reflect adversely upon the good name of Beachbody or upon the goodwill and reputation associated with Beachbody and Beachbody Marks. Beachbody will review all uses of Beachbody Marks to ensure that the high quality associated with Beachbody Marks is being maintained and reserves the right to deny or withdraw its consent for use of any Beachbody Marks. Coaches may not do anything which impairs Beachbody's ownership of or the validity of Beachbody Marks.

Coaches may not produce for sale or distribution any recorded Company events and speeches without written permission from Beachbody, nor may Coaches reproduce for sale or for personal use any recording of Company-produced audio or videotape presentations. If a Coach utilizes or adopts Beachbody produced materials in his or her promotional material, the Coach agrees that Beachbody shall have a license to use the material and shall not have any obligation to pay any form of remuneration or compensation to the Coach.

3.2.4 Media and Media Inquiries

Coaches must not attempt to respond to media inquiries

regarding Beachbody, its products or services, or their independent Beachbody business. All inquiries by any type of media must be immediately referred to Beachbody's Public Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Coaches must request from the Company and execute the Coach License Agreement for Usage of Promotional Materials to receive authorization to utilize and edit Company promotional materials and intellectual property, including video, audio and printed materials. Coaches may not in any manner copy, display, edit or in any other manner exploit any content or other materials exclusively available to Team Beachbody Club Members (including, without limitation, Trainer Tips and exclusive videos), any Beachbody product videos (in whole or in part) or any other materials except as expressly authorized by Beachbody. The completed License Agreement must be submitted to the Team Beachbody Production Department to receive authorization and the copies of requested digital assets. Please note that charges may apply to provide such high-resolution digital assets.

3.2.5 Unsolicited Email

Beachbody does not permit Coaches to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by a Coach that promotes Beachbody, the Beachbody Coach Business Opportunity, or Beachbody products and services must comply with the following:

- i. There must be a functioning return email address to the sender.
- ii. There must be a clear and conspicuous notice in the email (at least 10-point bold font) that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- iii. The email must include the Coach's physical mailing address.
- iv. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- v. The use of deceptive subject lines and/or false header information is prohibited.
- vi. All opt-out requests, whether received by email or regular mail,

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must be promptly honored. If a Coach receives an opt-out request from a recipient of an email, the Coach must forward the opt-out request to the Company.

Beachbody may periodically send commercial emails on behalf of Coaches. By entering into the Coach Agreement, the Coach agrees that the Company may send such emails and that the Coach's name and physical and email addresses may be included in such emails as outlined above. Coaches shall honor opt-out requests generated as a result of such emails sent by the Company.

3.2.6 Unsolicited Faxes and Telephone Calls

Except as provided in this section, Coaches may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Beachbody businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. The term "unsolicited faxes" means the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Beachbody, its products, its compensation plan, or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax or email: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Coach has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Coach and a person, on the basis of: (a) an inquiry, application, purchase, or transaction by the person regarding products offered by such Coach; or (b) a personal or familiar relationship, which relationship has not been previously terminated by either party.

3.2.7 Message Boards

Coaches shall be expressly prohibited from posting any messages (directly or through a third party) on the Team Beachbody and/or Beachbody Message Boards promoting or alluding to their Coach business opportunity in any manner (with the exception of the Beachbody Coach Business World Forum). The Beachbody and Team Beachbody Message Boards are maintained solely to offer support, guidance and a team motivational atmosphere for those participating members. Accordingly, Coaches are expressly prohibited from using the Message Boards, or any other public support area of the Beachbody or Team Beachbody website, such as chats or WOWY invites or postings to poach, recruit, solicit, promote or in any other manner encourage recruits, customers, visitors or other Coaches, either directly or indirectly, enroll directly or otherwise change downline organizations to be personally sponsored under that Coach. Any such messages will be promptly removed and will result in disciplinary sanctions against the Coach. Please note that by using any element of the Team Beachbody Web site, each Coach expressly agrees to the Terms of Use posted on the Web site, and violation of any of these Terms of Use

provisions may lead to disciplinary action in accordance with these Policies and Procedures.

In addition, Coaches expressly agree to the following Message Boards Posting Guidelines, including as may be updated on the Web site:

Posting Guidelines

Username

Beachbody Coaches are prohibited from using "Team Beachbody" in their Message Boards screen name in accordance with Section 3.2.3 of the Policies and Procedures. In addition, the word "Coach" is prohibited from being added to a member's screen name. Any Beachbody Coach found doing so will have their account suspended indefinitely.

Offensive Content

Posts containing profanity, racist comments, abusive or offensive statements, or comments of a sexual nature are prohibited and will be removed immediately.

Profile Links

Links to profile pages are not permitted unless they are posted in the Beachbody Coach Business forum. Links to profile pages posted in any other forums will be removed immediately.

Links

We will allow links to your favorite Team Beachbody threads and tools only. Members are prohibited from posting links that direct members away from the community forums. Posts containing these links will be removed immediately. In no way should the posted link be promoted or featured by the poster. This is especially true for "Coaching" threads started by Beachbody Coaches. Beachbody reserves the right to edit, remove, or suspend any post or thread considered in violation of this guideline.

Contact Information

In an effort to control spam, we do not allow users to post ANY contact information, including phone numbers, IM Screen names, website links, signature blocks and/or email addresses. Posts containing the above information in ANY form shall be immediately edited or removed at the Moderators'/Administrators' discretions. Beachbody Coaches are expressly prohibited from posting contact information of ANY kind. Violation of this policy may lead to immediate suspension of your Message Boards account.

Product Promotion

Members are not allowed to promote competitor products (Supplements, Videos, Workout Equipment). Members can discuss other non-Beachbody programs they are currently using or have used in the past.

Fitness Trainers

Members can post open and honest remarks about Beachbody products, but the remarks cannot be slanderous, false, defamatory, belligerent, or offensive and they should not include personal attacks against any fitness trainer, Coach, member, product, service, or any other individual or company.

In its sole and absolute discretion, Beachbody Administration will hold any post for review that may contain any of the above offenses prior to allowing it to be viewable. In an effort to maintain a community focused on wellness, support and motivation, members are requested to not post the identical posts in repeated threads and/or forums. Beachbody Administration reserves the right to restrict use of the Message Boards to any user without prior notification.

*Please note that all of these guidelines are in addition to the standard Terms and Conditions for the Web site and Coach Policies and Procedures, which include specific terms governing the use of the Message Boards. Please review the Terms of Use here.

These rules are very important to maintain the integrity and community nature of our Message Boards. Beachbody Coaches are expected to respect these guidelines and uphold the spirit of the community. As community leaders, Beachbody Coaches should encourage and nurture the growth of the community and protect the Beachbody vision. Any intentional or repeat violation of these guidelines may result in temporary or permanent revocation of any future posting and Message Boards, and may even result in termination of the user account and ban of any Web site access or privileges. The following shall not be in limitation of any judicial and/or law enforcement actions which will be reported by Beachbody, and any Coach behavior in violation of these guidelines may lead to disciplinary action pursuant to the Coach Policies and Procedures.

3.3 Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the permission and/or knowledge of such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Coach or Customer; (c) the enrollment or attempted enrollment of nonexistent individuals or entities as Coaches or Customers ("phantoms"); (d) purchasing Beachbody products or services on behalf of another Coach or Customer, or under another Coach's or Customer's I.D. number, to qualify for commissions or bonuses; or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end-user consumers.

3.4 Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Beachbody Coach by submitting its Certificate of Incorporation, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to Beachbody, along with a properly completed Business Entity Registration form. A Beachbody business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or

from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Coach Application and Agreement. The Business Entity Registration form must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Beachbody. There must be a named primary contact person per each Beachbody Coach account.

3.5 Changes to a Beachbody Business

3.5.1 General

Each Coach must immediately notify Beachbody in writing of all changes to the information contained on his or her Coach Application and Agreement. Coaches may modify their existing Coach Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Coach) by submitting a written request, a properly executed Coach Application and Agreement, and appropriate supporting documentation.

3.5.2 Addition of Co-Applicants

When adding a co-applicant (either an individual or a business entity) to an existing Beachbody business, the Company requires both a written request as well as a properly completed Coach Application and Agreement containing the applicant and co-applicant's Social Security numbers and signatures. To prevent the circumvention of Section 3.25 (regarding transfers and assignments of a Beachbody business), the original applicant must remain as a party to the original Coach Application and Agreement. If the original Coach wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 3.25. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Coach. All bonus and commission checks will be sent to the address of record of the original Coach. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 3.5.3, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Coach Application and Agreement. Beachbody may, at its discretion, require notarized documents before implementing any changes to a Beachbody business. Please allow thirty (30) days after the receipt of the request by Beachbody for processing.

3.5.3 Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Coaches, Beachbody strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Coach and marketing organization. Accordingly, the transfer of a Beachbody business from one sponsor to another is rarely permitted.

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Requests for change of sponsorship must be submitted in writing to the Coach Relations Department, and must include the reason for the transfer. Transfers will only be considered in the following three (3) circumstances:

- (a) In cases involving fraudulent inducement or unethical sponsoring, a Coach may request that he or she be transferred to another organization with his or her entire marketing organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis in Beachbody's sole discretion. Such request must be made within 60 days from the date on which the Coach was enrolled.
- (b) Beachbody reserves the right, in its sole discretion, to move a Coach from one organization or personal sponsor to another if it deems it necessary to maintain the intent of the Coaches involved and/or the integrity of the genealogy, including, without limitation, depending on hardship that may be incurred by the downline Coach. Coaches should be aware, however, that Beachbody will rarely authorize an organization or personal sponsor change request. Depending upon the conditions of such a transfer request, Beachbody may require that the Coach who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Coach also wants to move any of the Coaches in his or her marketing organization, each downline Coach must also obtain a properly completed Sponsorship Transfer Form and return it to Beachbody with, if deemed necessary by Beachbody, the \$50.00 change fee (i.e., the transferring Coach and each Coach in his or her marketing organization multiplied by \$50.00 is the cost to move a Beachbody business).
- (c) A Coach may change sponsors within the first three business days after submitting his or her Coach Application and Agreement. To effectuate a sponsor change within such time, the Coach must complete an Independent Coach Cancellation Form and submit it together with a new Coach Application and Agreement which lists the new sponsor. The documentation must be received by Beachbody no later than 5:00 P.M. EST on the third business day following the Company's receipt of his or her original Coach Application and Agreement. If a Coach changes sponsors pursuant to this policy, the six-month waiting period under Section 3.5.4 shall not apply. There will be no fee associated with the switch, but if the Coach has a downline in his or her original business, the downline Coaches will remain in their original positions and will not change lines of sponsorship unless they too follow the procedures set forth in this section.

In cases wherein the appropriate sponsorship change procedures have not been followed, or if Beachbody exercises its discretion to allow a Coach to change organizations, Beachbody reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors, or determining the proper

placement of an individual or organization due to hardship, is often extremely difficult. Therefore, **ANY AND ALL COACHES WAIVE ANY AND ALL CLAIMS AGAINST BEACHBODY THAT RELATE TO OR ARISE FROM BEACHBODY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION, INCLUDING THAT: (1) DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP; (2) IS TRANSFERRED BASED ON BEACHBODY'S DETERMINATION THAT A HARDSHIP-BASED TRANSFER WAS APPROPRIATE; OR (3) WAS TRANSFERRED BY BEACHBODY AS NECESSARY FOR ANY TECHNICAL CORRECTIONS OR BUSINESS ADJUSTMENTS.**

3.5.4 Cancellation and Re-Application

A Coach may legitimately change organizations by voluntarily cancelling his or her Beachbody business and remaining inactive (i.e., no purchases of Beachbody products for resale, no sales of Beachbody products, no sponsoring, no attendance at any Beachbody functions, participation in any other form of Coach activity, or operation of any other Beachbody business) for six (6) full calendar months. Following the six-month period of inactivity, the former Coach may reapply under a new sponsor.

If a Coach cancels his or her business, he or she need not wait six (6) calendar months before reenrolling if: (a) he or she reenrolls under the same sponsor he or she had at the time he or she cancelled; and (b) that sponsor has not changed lines of sponsorship during the period that the Coach was cancelled. The Coach who reenrolls must start his or her business anew, and will not be entitled to his or her prior position in the genealogy.

3.6 Unauthorized Claims and Actions

3.6.1 Indemnification

A Coach is fully responsible for all of his or her verbal and written statements made regarding Beachbody products, services, marketing materials, and the Coach Compensation Plan which are not expressly contained in official Beachbody materials. Coaches agree to indemnify Beachbody and Beachbody's directors, officers, employees, and agents, and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business, incurred by Beachbody as a result of the Coach's unauthorized representations or actions, and/or any violation of any provision of the Agreement. This provision shall survive the termination of the Coach Agreement.

3.6.2 Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or diagnostic properties of any products offered by Beachbody may be made except those specific claims contained in official Beachbody literature. Such claims may only be repeated or republished in exactly the same format as that published by the Company, and the claim must be republished in its totality. In particular, no Coach may make any claim that Beachbody products are useful in the cure, treatment, diagnosis, mitigation or prevention

of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Beachbody policies, but they potentially violate federal and state laws and regulations, including the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

3.6.3 Income Claims

The Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Coaches may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Beachbody as well as the Coach making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Accordingly, Coaches may only make income statements, claims or projections (including the showing of checks, copies of checks, bank statements, or tax records) that they know are accurate (such as about their own income or that of other Coaches that they would have actual proof to support), and they must include the following mandatory statement in all written and promotional materials, or online or live presentations:

Beachbody does not guarantee any level of success or income from the Beachbody Coach Opportunity. Each Coach's income depends on his or her own efforts, diligence and skill. See our Statement of Independent Coach Earnings located on the Coaches Corner on TeamBeachbody.com for the most recent information on our Coaches' actual incomes.

The Statement of Independent Coach Earnings can be found at <http://www.teambeachbody.com/incomechart.pdf>

Because income and/or earnings statements are regulated by government agencies, failure to prominently present the above disclaimer or any other disclaimer approved by Beachbody will result in disciplinary proceedings which may include, without limitation, suspension or termination of the Coach Business Center. In addition, Coaches should, whenever possible, present new business prospects with a copy of the current Statement of Independent Coach Earnings for their review.

3.7 Commercial Outlets

Beachbody strongly encourages the retailing and selling of products and services through direct contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Coach base, Coaches may not sell, or facilitate the sale of Beachbody products in any retail or service establishment. Coaches are permitted to only display Beachbody products in retail or service establishments for the sole purpose of promoting the products and the Coach Business Opportunity.

3.8 Trade Shows, Expositions and Other Sales Forums

Coaches may display and/or sell Beachbody products and the Coach Business Opportunity at trade shows and professional expositions. Before submitting a deposit to the event promoter, Coaches are encouraged to contact the Compliance Department in writing to obtain Beachbody's approval. Coaches must always act in a professional and supportive manner at any such events. Beachbody must pre-approve all advertising material that the Coach who received approval to display at the event wishes to use. Any requests to participate in future events must again be submitted to the Compliance Department. Beachbody further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Coach Business Opportunity. Approval will not be given for swap meets, garage sales, online auctions, flea markets or farmer's markets as these events are not conducive to the professional image Beachbody wishes to portray.

3.9 Conflicts of Interest

3.9.1 Nonsolicitation

Beachbody Coaches are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Coaches may not recruit other Beachbody Coaches or Customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of six (6) months thereafter, with the exception of a Coach's personally sponsored Coaches, a former Coach may not recruit any Beachbody Coach or Customer for another network marketing business.

Coaches and the Company recognize that because network marketing is conducted 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, Coaches and Beachbody agree that this non-solicitation provision shall apply to all markets in which Beachbody conducts business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another Beachbody Coach or Customer to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the Coach's actions are in response to an inquiry made by another Coach or Customer.

Coaches must not sell, or attempt to sell, any competing non-Beachbody programs, products or services to Beachbody Customers or Coaches. Any program, product or services in the same generic category as Beachbody products or services is deemed to be competing, regardless of differences in cost, quality, or ingredient content.

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Coaches may not display Beachbody promotional material with any other promotional material, products or services in a fashion that might in any way confuse or mislead a prospective Customer or Coach into believing there is a relationship between the Beachbody and non-Beachbody products or services. Coaches may not offer the Beachbody Coach Business Opportunity, products or services to prospective or existing Customers or Coaches in conjunction with any non-Beachbody program, opportunity, product or service. Coaches may not offer any non-Beachbody Coach Business Opportunity, products or services at any Beachbody-related meeting, seminar or convention, or immediately following such event.

3.9.2 Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Coach access and viewing through the Coach's replicated Web portal provided by the Company. Coach access to their Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Beachbody.** Downline Activity Reports are provided to Coaches in strictest confidence and are made available to Coaches for the sole purpose of assisting Coaches in working with their respective downline organizations in the development of their Beachbody business. Coaches should use their Downline Activity Reports to assist, motivate, and train their downline Coaches. The Coach and Beachbody agree that, but for this agreement of confidentiality and nondisclosure, Beachbody would not provide Downline Activity Reports to the Coach. A Coach shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity do any of the following.

- (a) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party
- (b) Directly or indirectly disclose the password or other access code to his or her Downline Activity Report
- (c) Use the information to compete with Beachbody or for any purpose other than promoting his or her Beachbody business
- (d) Recruit or solicit any Coach or Customer of Beachbody listed on any report, or in any manner attempt to influence or induce any Coach or Preferred Customer of Beachbody, to alter their business relationship with Beachbody; or
- (e) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Coach will return the original and all copies of Downline Activity Reports to the Company. At the Company's sole discretion and without prior notice, the Company may terminate a Coach's access to his or her replicated Web portal and tools.

3.10 Targeting Other Direct Sellers

Beachbody does not condone Coaches specifically or consciously

targeting the sales force of another direct sales company to sell Beachbody products or to become Coaches for Beachbody, nor does Beachbody condone Coach's solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Coaches engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Coach alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Beachbody will not pay any of the Coach's defense costs or legal fees, nor will Beachbody indemnify the Coach for any judgment, award, or settlement.

3.11 Cross-Sponsoring

Actual or attempted Cross-Sponsoring is strictly prohibited. "Cross-Sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Coach Agreement on file with Beachbody, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Coaches shall not demean, discredit or defame other Beachbody Coaches in an attempt to entice another Coach to become part of the first Coach's marketing organization. This policy shall not prohibit the transfer of a Beachbody business in accordance with Section 3.25.

If Cross-Sponsoring is discovered, it must be brought to the Company's attention immediately. Beachbody may take disciplinary action against the Coach who changed organizations and/or those Coaches who encouraged or participated in the Cross-Sponsoring. Beachbody may also move all or part of the offending Coach's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, Beachbody is under no obligation to move the Cross-Sponsored Coach's downline organization, and the ultimate disposition of the organization remains within the sole discretion of Beachbody. Coaches waive all claims and causes of action against Beachbody arising from or relating to the disposition of the Cross-Sponsored Coach's downline organization.

3.12 Errors or Questions

If a Coach has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Coach must notify Beachbody in writing within 60 days from the date on which the purported error or incident in question occurred. Coaches waive claims for any errors, omissions or problems not reported to the Company within 60 days.

3.13 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or

programs. Therefore, Coaches shall not represent or imply that Beachbody or its Coach Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

3.14 Identification

All Coaches are required to provide their Social Security number, or a Federal Employer Identification number, to Beachbody on the Coach Application and Agreement. Upon enrollment, the Company will provide a unique Coach Identification Number to the Coach by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses. Failure to provide accurate information will cause delays in processing applications and issuing checks. If information is fraudulently submitted, it will result in disciplinary sanctions against the Coach.

3.15 Income Taxes

Each Coach is responsible for paying local, state, and federal taxes on any income generated as an Independent Coach. If a Beachbody business is tax-exempt, the Federal Tax Identification number must be provided to Beachbody. Every year, Beachbody will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. individual or entity who or that, respectively: 1) had earnings of over \$600 in the previous calendar year; or 2) made purchases during the previous calendar year in excess of \$5,000.

3.16 Independent Contractor Status

Coaches are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between Beachbody and its Coaches does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Coach. A Coach shall not be treated as an employee for his or her services or for federal or state tax purposes. All Coaches are responsible for paying local, state, and federal taxes due from all compensation earned as a Coach of the Company. The Coach has no authority (expressed or implied), to bind the Company to any obligation. Each Coach shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Coach Agreement, these Policies and Procedures, and applicable laws.

The name of Beachbody and other names as may be adopted by Beachbody, including, but without limitation, “Beachbody” and any of the products or services offered by Beachbody, are proprietary trade names, trademarks and service marks of Beachbody. As such, these marks are of great value to Beachbody and are supplied to Coaches for their use only in an expressly authorized manner. Use of the Beachbody name, or any trademarks or service marks owned or controlled by Beachbody on any item not produced by the Company, is prohibited except as follows:

Coach's Name
Independent Beachbody Coach

All Coaches may list themselves as an “Independent Beachbody Coach” in the white or yellow pages of the telephone directory or applicable online forums, including, but not limited to, online forums, banners, listings and display ads. Coaches must also identify themselves in this fashion in email signatures and cell phone text messages, under their own name. No Coach may place telephone directory display ads using Beachbody’s name or logo. Coaches may not answer the telephone by saying “Beachbody,” “Beachbody Incorporated,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Beachbody.

3.17 Insurance

You may wish to arrange insurance coverage for your business. Your homeowner’s insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple “Business Pursuit” endorsement attached to your present home owner’s policy.

3.18 International Marketing

Because of critical legal and tax considerations, Beachbody must limit the resale of Beachbody products and services, and the presentation of the Beachbody business to Prospective Customers and Coaches located within the United States and U.S. Territories and those other countries that the Company has announced are officially opened for business. Moreover, allowing a few Coaches to conduct business in markets not yet opened by Beachbody would violate the concept of affording every Coach the equal opportunity to expand internationally.

Accordingly, Coaches are authorized to sell Beachbody products and services, and enroll Customers or Coaches, only in the countries in which Beachbody is authorized to conduct business, as announced in official Company literature. Beachbody products or sales aids cannot be shipped into or sold in any foreign country. Coaches may sell, give, transfer, or distribute Beachbody products or sales aids only in their home country. In addition, no Coach may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll Potential Customers or Coaches; or (c) conduct any other activity for the purpose of selling Beachbody products, establishing a marketing organization, or promoting the Beachbody Coach Business Opportunity.

3.19 Inventory Loading

Coaches must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Coach to buy more products than they can reasonably use or sell to retail customers in a month.

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3.20 Adherence to Laws and Ordinances

3.20.1 Local Ordinances

Many cities and counties have laws regulating certain home-based businesses. In many cases, these ordinances may not be applicable to Coaches because of the nature of their business. However, Coaches must obey those laws that do apply to them. If a city or county official tells a Coach that an ordinance applies to him or her, the Coach shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Beachbody. In most cases there are exceptions to the ordinance that may apply to Beachbody Coaches.

3.20.2 Compliance With Federal, State, Local Laws

Coaches shall comply with all federal, state, and local laws and regulations in the conduct of their businesses.

3.21 Minors

A person who is recognized as a minor in his or her state of residence may not be a Beachbody Coach. Coaches shall not enroll or recruit minors into the Beachbody program.

3.22 No More than One Beachbody Business Per Coach

A Coach may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one unique Beachbody business. For purposes of clarification, no individual may have, operate or receive compensation from more than one unique Beachbody business (such as owning an interest in both a business entity Beachbody business as well as an individual Beachbody business). For purposes of clarity, a unique Beachbody business shall mean a separate Beachbody business and shall not apply to additional Coach Business Centers opened in accordance with the Beachbody Coach Compensation Plan. Notwithstanding the foregoing, owning common stock as a shareholder (including through a mutual fund) without receiving any other direct form of compensation shall not be deemed as having an ownership interest in such entity.

3.23 Actions of Household Members or Affiliated Individuals

If any member of a Coach's immediate household engages in any activity which, if performed by the Coach, would violate any provision of the Agreement, such activity will be deemed a violation by the Coach and Beachbody reserves the right to take disciplinary action pursuant to the Statement of Policies against the Coach. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Beachbody likewise reserves the right to take disciplinary action against the entity.

3.24 Requests for Records

Any request from a Coach for hard copies of invoices, applications, Downline Activity Reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

3.25 Sale, Transfer or Assignment of a Beachbody Business

Although a Beachbody business is a privately owned, independently operated business, for the sale, transfer or assignment of a Beachbody business, the buyer and seller must act so as to minimize any disruption within the organization. If a Coach wishes to sell or transfer his or her Beachbody business, the following criteria must be taken into account:

- › Protection of the existing line of sponsorship must always be maintained so that the Beachbody business continues to be operated in that line of sponsorship.
- › The buyer or transferee must be or become a Beachbody Coach concurrent with the sale or transfer. However, if the buyer currently is, or within the prior four (4) months has been, an active Beachbody Coach, he or she must first terminate his or her Beachbody business and wait six calendar months before acquiring any interest in the new Beachbody business.
- › Before the sale, transfer or assignment can be finalized and approved by Beachbody, any debt obligations the selling Coach has with Beachbody must be satisfied. This includes becoming current with any fees due if applicable.
- › The selling and acquiring Coach must be in good standing and not in material violation of any of the terms of the Agreement for the preceding 12 months in order to be eligible to sell, transfer or assign a Beachbody business.

Prior to selling a Beachbody business, the selling Coach must notify Beachbody's Coach Operations Department of his or her intent to sell the Beachbody business and receive the Company's prior written approval. The buyer must also complete the entire Coach Application and registration process. Upon transfer of the business, the buyer will be required to pay any fees associated with becoming a Coach for the first time, or fees needed to bring the business to a current status. The Company reserves the right to deny any application for sale or transfer of a business in its final and sole discretion. For the avoidance of doubt, pre-existing CBCs may not be transferred to Double Star or above Diamond Coaches as a way of establishing a new CBC. A Coach may not sell, transfer or assign individual business centers; if a business is sold, transferred or assigned, all business centers must be included in the transaction.

3.26 Separation of a Beachbody Business

Beachbody Coaches sometimes operate their Beachbody businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in

divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to ensure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Coaches and the Company, Beachbody may involuntarily terminate the Coach’s Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- › One of the parties may, with written consent of the other(s), operate the Beachbody business pursuant to an assignment in writing (a copy of which must be submitted to the Company) whereby the relinquishing spouse, shareholders, partners or trustees authorize Beachbody to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; or
- › The parties may continue to operate the Beachbody business jointly on a “business-as-usual” basis, whereupon all compensation paid by Beachbody will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Beachbody split commission and bonus checks between divorcing spouses or members of dissolving entities. Beachbody will recognize only one downline organization and will issue only one commission check per Beachbody business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Coach Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in their original Beachbody business, they are immediately thereafter free to enroll under any sponsor of their choosing, and need not meet the waiting period requirements set forth in Section 3.5.4. In such case, however, the former spouse or partner shall have no rights to any Coaches in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Coach. In cases of business entity dissolutions, a former business entity partner, member, shareholder, or other affiliate who loses his or her interest in the Beachbody business must wait six (6) months as specified in Section 3.5.4 before enrolling again as a Coach.

3.27 Sponsoring

All active Coaches in good standing have the right to sponsor and enroll others into Beachbody. Each Prospective Customer or Coach has the ultimate right to choose his or her own sponsor. If

two Coaches claim to be the sponsor of the same new Coach or Customer, the Company shall regard the first properly completed application received by the Company as controlling. If a prospective Coach contacts the Company and requests that a sponsor be assigned to him or her, the Company reserves the sole and final discretion on where to place the prospect within the genealogy. If a new Coach enrolls without selecting a sponsor at the time of enrollment, the Company may either place or randomly assign the new Coach within the genealogy in its sole and final discretion.

3.28 Succession

Upon the death or incapacitation of a Coach, his or her business may be passed to his or her heirs. Accordingly, a Coach should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Beachbody business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Coach’s marketing organization provided the following qualifications are met.

3.28.1 Transfer Upon Death of a Coach

To effect a testamentary transfer of a Beachbody business, the successor must provide the following to Beachbody: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor’s legal right to the Beachbody business; and (3) a completed and executed Coach Agreement by the successor.

3.28.2 Transfer Upon Incapacitation of a Coach

To effectuate a transfer of a Beachbody business because of incapacity, the successor must provide the following to Beachbody: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee’s right to administer the Beachbody business; and (3) a completed Coach Agreement executed by the trustee.

3.28.3 Procedures

In all succession cases, the successor must do the following.

- › Execute a Coach Agreement;
- › Comply with terms and provisions of the Agreement;
- › Meet all of the qualifications for the deceased Coach’s status;
- › Bonus and commission checks of a Beachbody business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Beachbody with an authorized trustee and an address of record to which all bonus and commission checks will be sent; and
- › If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification number or appoint a single recipient within 60 days from the date of the death of the deceased Coach. If the business is placed into and remains in probate for a period of more than

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fifteen (15) days, the Company reserves the right to cancel the original Coach Agreement. Beachbody will issue all bonus and commission checks and one IRS FORM 1099 MISC to the business entity.

3.29 Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although Beachbody does not consider Coaches to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Coaches must not engage in prohibited telemarketing in the operation of their Beachbody businesses, and must not make repeat or harassing phone calls to Prospective Coaches or Customers. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Beachbody product or service, or to recruit them for the Beachbody Coach Business Opportunity. “Cold calls” made to Prospective Customers or Coaches that promote either Beachbody’s products or services or the Beachbody Coach Business Opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a Prospective Customer or Coach (a “prospect”) is permissible under the following situations:

- › If the Coach has an established business relationship with the prospect. An “established business relationship” is a relationship between a Coach and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Coach, or a financial transaction between the prospect and the Coach, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- › The prospect’s personal inquiry or application regarding a product or service offered by the Coach, within the three (3) months immediately preceding the date of such a call.
- › If the Coach receives written and signed permission from the prospect authorizing the Coach to call. The authorization must specify the telephone number(s) which the Coach is authorized to call.
- › You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

› In addition, Coaches shall not use automatic telephone dialing systems relative to the operation of their Beachbody businesses. The term “automatic telephone dialing system” means equipment which has the capacity to:

- (a) store or produce telephone numbers to be called, using a random or sequential number generator; and
- (b) to dial such numbers.

3.30 Online Conduct

Coaches shall be expressly prohibited from engaging in any fraudulent, harassing, offensive or any other form of prohibited conduct on or through any online or electronic forum, including, without limitation, through blogs, message forums, Web sites, text messages, instant messages, electronic mail, message boards and social networking sites.

3.31 Message Boards

No Coach may use any electronic tools or forums or Web sites provided by Beachbody to advertise, promote, solicit or otherwise conduct any third-party businesses, activities, and/or any other third-party business opportunities at any time.

3.32 Online Auction Sites and Marketplaces

Coaches may not offer Beachbody products, memberships, or services on any online auction site, including but not limited to eBay and/or Craig’s List, as well as any online marketplace, such as Amazon Marketplace. Additionally, Coaches are expressly prohibited from buying or otherwise using any Keywords, Sponsored Links and/or Adword buys on any search engines, websites or any other online marketplaces. Coaches may use online marketplaces simply to advertise the Beachbody Coach Business Opportunity but must always identify themselves as an Independent Beachbody Coach in each of these forums.

SECTION 4 RESPONSIBILITIES OF COACHES

4.1 Change of Address or Telephone

To ensure timely delivery of products, support materials, and commission checks, it is critically important that Beachbody’s files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Coaches planning to move should send their new address and telephone numbers to Beachbody’s Corporate Offices to the attention of the Coach Relations Department. To guarantee proper delivery, two-weeks advanced notice must be provided to Beachbody on all changes.

4.2 Continuing Development Obligations

4.2.1 Ongoing Training

Any Coach who sponsors another Coach into Beachbody must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Beachbody business. Coaches must have ongoing contact and communication with the Coaches in their downline organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Coaches to Beachbody meetings, training sessions, and other functions. Upline Coaches are also responsible to motivate and train new Coaches in Beachbody product knowledge, effective sales techniques, the Beachbody Coach Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Coaches must not, however, violate Section 3.2 (regarding the development of Coach-produced sales aids and promotional materials).

Coaches must monitor the Coaches in their downline organizations to ensure that downline Coaches do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Coach should be able to provide documented evidence to Beachbody of his or her ongoing fulfillment of the responsibilities of a sponsor.

4.2.2 Increased Training Responsibilities

As Coaches progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Beachbody program. They may be called upon to share this knowledge with lesser-experienced Coaches.

4.2.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Coaches have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

4.3 Nondisparagement

Beachbody wants to provide its independent Coaches with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Beachbody Coach Relations Department. Remember, to best serve you, we must hear from you! While Beachbody welcomes constructive input, negative comments and remarks made in any forum (online, written or in the field) by Coaches about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Beachbody Coaches. For this reason, and to set the proper example for their downline,

Coaches must not disparage, demean, or make negative remarks about Beachbody, other Beachbody Coaches, Beachbody's products, the Beachbody Coach Compensation Plan, or Beachbody's directors, officers, or employees.

4.4 Providing Documentation to Applicants

Coaches must provide the most current version of the Policies and Procedures and the Beachbody Coach Compensation Plan to individuals whom they are sponsoring to become Coaches before the applicant signs a Coach Agreement. Additional copies of the most current Policies and Procedures can be downloaded from Team Beachbody's Web site.

4.5 Reporting Policy Violations or Fraudulent Activity

Coaches observing a Policy violation by another Coach should submit a written report of the violation directly to the attention of the Beachbody Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Emails should be sent to Compliance@teambeachbody.com

4.6 Assignment of Sales Leads

Coaches who achieve and maintain the rank of Emerald or higher are eligible to receive sales leads from the Company. If a Coach falls below the paid rank of Emerald, they lose their eligibility to receive sales leads until they regain qualification to be paid at the Emerald rank. Emerald Coaches who are eligible to be paid at the Emerald level must also satisfy each of the following criteria to receive sales leads:

- › Must be an active Team Beachbody Club member;
- › Must have a completed profile page on their Web site with completed bio and at least a before photo;
- › Must have worked out "real time" in WOWY at least 8 times in the preceding 30 days (that is, entered their workout within the same calendar day); and
- › The Coach must not be delinquent on any fees or been found to be in violation of any of the Company's Policies and Procedures for one full year prior to the lead assignment.

SECTION 5 SALES REQUIREMENTS

5.1 Product Sales

The Beachbody Coach Compensation Plan is based on the sale of Beachbody products and services to end consumers. Coaches must fulfill ongoing personal and downline organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement and to open and

COACH POLICIES and PROCEDURES/COACH COMPENSATION PLAN

operate additional business centers. “Personal Volume” (“PV”) includes purchases made by the Coach and purchases made by the Coach’s personal retail customers.

5.2 Product Pricing

When you become a Coach, you are not only selling the finest health and nutrition products available, but you are also committing to a healthy lifestyle and dedicating yourself to assisting your Customers to join you in that healthy lifestyle. This requires extensive personal involvement with your Customers that extends far beyond what would normally be considered “customer service.” You are indeed a Coach, so in addition to supplying them with the products they need, it is also your job to keep your Customers motivated to stay on their workout routine, offer workout suggestions, and to be their support team. This takes extensive personal involvement, so the Beachbody Coach Compensation Plan is designed to reward the necessary activity so you can help your Customers become successful. The Beachbody healthy lifestyle system will be critically compromised if Coaches take the attitude that they are simply there to “push powders and pills” to Customers. Those who would sell Beachbody products at discounted prices will inevitably cut corners when it comes to promoting the lifestyle components to the Beachbody approach. Therefore, to avoid this, and to ensure that the Beachbody system remains uncompromised, Coaches may not sell Beachbody products below the list price contained on the Beachbody price list, nor may they offer additional incentives, including, but not limited to, free or reduced shipping charges, on the sale of Beachbody products.

5.3 No Territory Restrictions

There are no exclusive territories granted to anyone.

5.4 Sales Receipts

All Coaches must provide their retail customers (direct orders not placed through the Coach’s Team Beachbody Web site) with two copies of an official sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. If a Customer places an order through a Coach’s replicated Web site, the Customer should be advised to print two copies of their receipt. Coaches must maintain all retail sales receipts for a period of two years and furnish them to Beachbody at the Company’s request for sales that are fulfilled from a Coach’s inventory. Records documenting the purchases of Coaches’ Direct Customers will be maintained by Beachbody. In addition, Coaches must orally inform the buyer of his or her cancellation rights.

5.5 Fundraising Programs

Beachbody businesses may be operated for fundraising purposes. However, if you are using your Beachbody business in a fundraising program for any entity or individual, you must not represent or imply to anyone that any purchase they make from you will be for the benefit of any charitable purpose or program.

SECTION 6 BONUSES AND COMMISSIONS

6.1 Bonus and Commission Qualifications

A Coach must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Coach complies with the terms of the Agreement, Beachbody shall pay commissions to such Coach in accordance with the Coach Compensation Plan. The minimum amount for which Beachbody will issue a check is \$10.00. If a Coach’s bonuses and commissions do not equal or exceed \$10.00, the Company will accrue the commissions and bonuses until they total \$10.00. A check will be issued once \$10.00 has been accrued.

6.2 Adjustment to Bonuses and Commissions

6.2.1 Adjustments for Returned Products and Services

Coaches receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to Beachbody for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Coaches who received bonuses and commissions on the sales of the refunded products. The Company may, at its discretion, also deduct the corresponding PV from Coaches’ future purchases and sales.

6.2.2 Other Deductions

Beachbody does not charge a fee to electronically deposit Coaches’ commissions and bonuses into their bank accounts. If a Coach requests that a physical check be issued, Beachbody will deduct a processing fee of \$2.50 per check. Furthermore, although all genealogy information is electronically available to Coaches, Beachbody will charge a processing fee of \$19.95 for any hard-copy genealogy reports requested to be sent to a Coach.

6.3 Reports

All information provided by Beachbody in any Downline Activity Reports, including, but not limited to, personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error, the accuracy, completeness, and timeliness of orders, denial of credit card and electronic check payments, returned products, credit card and electronic check charge-backs, the information is not guaranteed by Beachbody or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN

PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BEACHBODY, ITS AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY COACH OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF YOUR RELATIONSHIP WITH BEACHBODY AS AN INDEPENDENT COACH, INCLUDING WITHOUT LIMITATION, ACCESS TO, OR LOSS OF, PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF BEACHBODY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, BEACHBODY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Beachbody's online and/or hard-copy reporting services, and your reliance upon such information, is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Beachbody's online and telephone reporting services and your reliance upon the information.

The Company is not responsible for losses or damage incurred by Coaches that arise from or relate to problems with Beachbody's system or problems with a Coach's replicated Web site, including losses from, but not limited to, losses from software error, hardware malfunction, unauthorized third-party access to the system, or other system malfunctions or errors. ANY AND ALL SOFTWARE, WEB SITES, ELECTRONIC TOOLS AND ANY OTHER SYSTEMS OFFERED OR PROVIDED BY BEACHBODY ARE EXPRESSLY PROVIDED SOLELY "AS IS" AND WITHOUT ANY WARRANTIES OR ASSURANCES OF ANY KIND. BEACHBODY MAKES NO WARRANTY THAT ANY SOFTWARE OR WEB SITE SYSTEM IS ERROR FREE AND DOES NOT INFRINGE ON ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

SECTION 7 PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 Product Guarantee

Beachbody offers a 100% money-back satisfaction guarantee (less shipping and handling charges) to all Customers, retail customers, and Coaches for all of its products. Please review the specific guarantee with each applicable product (from 30 days to 90 days depending on the product).

7.2 Three-Day Sales Rescission Period

A retail customer who makes a purchase of \$25.00 or more has three business days (Saturday is a business day) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form. When a Coach makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72-hour period, the Coach must promptly refund the customer's money as long as the products are returned to the Coach in substantially as good condition as when received. Additionally, Coaches must orally inform customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two copies of an official sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

7.3 Return of Products and Sales Aids by Coaches

Upon cancellation of a Coach's Agreement, the Coach may return products and sales aids held in his or her inventory for a refund. A Coach may only return products and sales aids that he or she personally purchased and which are in Resalable Condition. Upon receipt of the products and sales aids, the Coach will be reimbursed 90% of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Coach was paid a commission based on a product(s) purchase, and such product(s) is subsequently returned for a refund, the commission that was paid to the Coach will be deducted from the amount of the refund.

7.3.1 Montana Residents

A Montana resident may cancel his or her Coach Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

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7.4 Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- › All merchandise must be returned directly to Beachbody's fulfillment center according to the directions on the packing slip by the Coach or Customer who purchased it directly from Beachbody.
- › All products to be returned must have a Return Authorization Number which is obtained by calling the Coach Relations Department. This Return Authorization Number must be written on each carton returned.
- › The return is accompanied by:
 - (a) a copy of the original dated retail sales receipt; and
 - (b) the unused portion of the product in its original container.
- › Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping are suggested. All returns must be shipped to Beachbody with shipping prepaid. Beachbody does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Coach. If the returned product is not received by the Company's Distribution Center, it is the responsibility of the Coach to trace the shipment.
- › If a Coach is returning merchandise to Beachbody that was returned to him or her by a personal retail customer, the product must be received by Beachbody within thirty (30) days from the date on which the retail customer returned the merchandise to the Coach, and must be accompanied by the sales receipt the Coach gave to the customer at the time of the sale.

No refund or replacement of a product(s) will be made if the conditions of these rules are not met.

SECTION 8 DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 Disciplinary Sanctions

Violation of the Agreement, including these Policies and Procedures, violation of any common law duty, including, but not limited to, any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Coach that, in the sole discretion of the Company, may damage its reputation or goodwill, may result, at Beachbody's discretion, in one or more of the following corrective measures:

- › Issuance of a written warning or admonition.
- › Requiring the Coach to take immediate corrective measures.

- › Imposition of a fine, which may be withheld from bonus and commission checks.
- › Loss of rights to one or more bonus and commission checks.
- › Beachbody may withhold from a Coach all or part of the Coach's bonuses and commissions during the period that Beachbody is investigating any conduct allegedly violative of the Agreement. If a Coach's business is cancelled for disciplinary reasons, the Coach will not be entitled to recover any commissions withheld during the investigation period.
- › Suspension of the individual's Coach Agreement for one or more pay periods.
- › Involuntary termination of the offender's Coach Agreement.
- › Any other measure expressly allowed within any provision of the Agreement or which Beachbody deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Coach's policy violation or contractual breach.
- › In situations deemed appropriate by Beachbody, the Company may institute legal proceedings for monetary and/or equitable relief.

Beachbody reserves the right to implement disciplinary action for a violation of the Agreement without notice to the offending Coach. However, should Beachbody notify a Coach that he or she is in violation of the Agreement, the Coach shall immediately take all actions necessary to rectify the violation. Notwithstanding any other provision set forth in the Agreement, Beachbody may suspend or, if necessary, terminate any offender's Coach Agreement to investigate or prevent any fraud, illegal activity or violation of the Coach Agreement.

8.2 Grievances and Complaints

When a Coach has a grievance or complaint with another Coach regarding any practice or conduct in relationship to their respective Beachbody businesses, the complaining Coach should first report the problem to his or her sponsor who should review the matter and, if the matter does not involve the interpretation of the Policies and Procedures, try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, or if it requires an interpretation of the Policies and Procedures, it must be reported in writing to the Coach Relations Department at the Company. The Compliance Department will review the facts and resolve the issue.

8.3 Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

8.4 Mediation and Cure Period

Prior to instituting legal proceedings for which damages are sought as a remedy, the party alleging a breach shall first provide written

notice to the other party providing a detailed explanation why they believe a breach has occurred. The recipient of the notice shall have 10 days to respond and try to resolve the dispute (“notice and cure period”). If the parties are unable to resolve the dispute within the notice and cure period, the parties shall schedule a nonbinding mediation to occur exclusively within Los Angeles, California within 45 days following the expiration of the notice and cure period. If the dispute is not resolved through mediation, the parties may proceed to arbitration in accordance with Section 8.5, below. Notwithstanding the foregoing notice and cure and mediation process, either party may forego the notice and cure and mediation process and immediately institute a lawsuit seeking a writ of attachment, garnishment, temporary restraining order, preliminary injunction, permanent injunction or other equitable relief as necessary to safeguard and protect its intellectual property and other interests.

8.5 Arbitration

If the dispute is not resolved through mediation in accordance with Section 8.4, above, the parties may proceed to resolve any and all disputes and claims relating to Beachbody, the Coach Agreement, the Beachbody Coach Compensation Plan or its products and services; the rights and obligations of an independent Coach and Beachbody, or any other claims or causes of action relating to the performance of either an independent Coach or Beachbody under the Agreement or the Policies and Procedures, shall be settled totally and finally by arbitration exclusively in Los Angeles County, State of California or such other location as Beachbody prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party shall be responsible for its own costs and expenses of mediation and arbitration, including, but not limited to, legal and filing fees.

Nothing in these Policies and Procedures shall prevent Beachbody from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Beachbody's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

8.6 Jurisdiction and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

8.6.1 Louisiana Residents

Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

SECTION 9 PAYMENT AND SHIPPING

9.1 Returned Checks

All checks returned by a Coach's bank for insufficient funds will be resubmitted for payment. A \$25.00 returned check fee will be charged to the account of the Coach. After receiving a returned check from a Customer or a Coach, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to Beachbody by a Coach for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

9.2 Sales Taxes

In designing the Beachbody Coach Business Opportunity, one of our guiding philosophies has been to free Coaches from as many administrative, operational, and logistical tasks as possible. In doing so, Coaches are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Beachbody relieves Coaches of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, Beachbody is required to charge sales taxes on all purchases made by Coaches and Customers, and remit the taxes charged to the respective states. Accordingly, Beachbody will collect and remit sales taxes on behalf of Coaches, based on the sales price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Coach has submitted, and Beachbody has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Coach. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Beachbody is not retroactive.

9.3 Drop Shipment

Coaches who drop-ship to a Customer, i.e., Coaches who receive payment from their Customers directly and then purchase the products themselves from Beachbody and have the order shipped directly by Beachbody to that Customer, are responsible for any questions, concerns, issues and any and all other elements of customer service that their Customer may

COACH POLICIES and PROCEDURES/COACH COMPENSATION PLAN

have with that order. Because the Customer has purchased and paid the Coach directly (i.e., they did not complete a recorded and trackable transaction directly with Beachbody), the Coach is the only entity who is able to track and service the order, and, therefore, the Coach is entirely responsible for managing such orders. Coaches are not permitted to refer Customers of drop-shipments directly to Beachbody. Coaches are solely responsible to accept properly returned product and, as applicable, refund purchases directly with their Customers. Coaches understand and agree that if Beachbody issues any refunds to a Coach's Customer who has paid their Coach directly, then Beachbody may, without limitation of any other rights, deduct such amounts (along with corresponding commissions and other compensation plan adjustments) from the Coach's commissions. Although Coaches are independent contractors, they represent the image of Beachbody in the field, and, therefore Coaches must ensure that their Customers always receive service in a professional, efficient, and courteous manner. Any failures to provide such service may lead to disciplinary action in accordance with these Policies and Procedures (which may, without limitation, include termination of the Coach's business for any material or repeat violations).

SECTION 10 INACTIVITY, RECLASSIFICATION AND CANCELLATION

10.1 Effect of Cancellation

So long as a Coach remains active and complies with the terms of the Coach Agreement and these Policies and Procedures, Beachbody shall pay commissions to such Coach in accordance with the Beachbody Coach Compensation Plan. A Coach's bonuses and commissions constitute the entire consideration for the Coach's efforts in generating sales and all activities related to generating sales (including, but not limited to, building, training, and maintaining a downline organization). Following a Coach's non-renewal of his or her Coach Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Coach Agreement (all of these methods are collectively referred to as "cancellation"), the former Coach shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. A Coach whose business is cancelled will lose all rights as a Coach. This includes the right to sell Beachbody products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Coach's former downline sales organization. In the event of cancellation, Coaches agree to waive all rights they may have, including, but not limited to, property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and

other activities of his or her former downline organization. Following a Coach's cancellation of his or her Coach Agreement, the former Coach shall not hold himself or herself out as a Beachbody Coach and shall not have the right to sell Beachbody products or services. A Coach whose Coach Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

10.2 Reclassification Following Cancellation Due to Inactivity or Nonpayment of Business Services Fees

If a Coach is not current with the payment of his or her Business Services fees, then the Coach will not be deemed "Current" and will not be eligible to receive any bonuses, commissions or any other payments due to the Coach pursuant to the Agreement. If the applicable Coach does not make payment in full to the Company of the outstanding Business Services fees to become Current, then any and all held bonuses, commissions or any other payments due to such Coach exceeding three (3) weeks shall be permanently waived and forfeited. Without limitation of the foregoing, if any Coach has not paid their Business Services fees for either three (3) consecutive months or any four (4) times in any twelve (12) month period, the Coach's Independent Coach Agreement will be Cancelled for Inactivity, and the Coach will be reclassified as a Customer. For any such Cancellations for Inactivity, the prior Coach may petition Beachbody for reinstatement in less than the standard six (6) month period within thirty (30) days of cancellation; provided that reinstatement will only be granted in Beachbody's sole discretion and if granted, the Coach must start his or her business anew and be placed under his or her prior sponsor, and will not be entitled to his or her prior position in the genealogy.

Notwithstanding the foregoing, a Coach may petition Beachbody to place the Coach's account on hold during very limited extraordinary and exceptional circumstances, provided that, any such approval, rejections or conditions shall be made within Beachbody's final and sole discretion.

10.3 Involuntary Cancellation

A Coach's violation of any of the terms of the Agreement, including any amendments that may be made by Beachbody in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Coach Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Coach's last known address (or fax number), or to his or her attorney, or when the Coach receives actual notice of cancellation, whichever occurs first.

Beachbody reserves the right to terminate all Coach Agreements upon thirty (30) days' written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

10.4 Voluntary Cancellation

A Coach has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Coach's signature, printed name, address, and Coach I.D. Number. If a Coach is also an Autoship Customer or a Team Beachbody Club Member, his or her Autoship Agreement and/or Team Beachbody Club Membership shall continue in force unless the Coach also specifically requests that it also be cancelled.

10.5 Non-Renewal

A Coach may also voluntarily cancel his or her Coach Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Coach's Agreement upon its anniversary date.

10.6 Disposition of Coach's Genealogy Position, Customers and Coaches Upon Cancellation

When a Coach's CBC is cancelled for any of the reasons stated above, the following actions are taken:

- > The Coach's rank is changed to Cancelled.
- > All Active Home Direct programs for the cancelled Coach will be cancelled.
- > The personally enrolled Customers (and their active Home Direct programs) of the Coach are moved to the first non-cancelled upline Coach (up the genealogy line; not necessarily the personal sponsor of the cancelled Coach).
- > The Coaches personally sponsored by the cancelled Coach are assigned to the personal sponsor of the cancelled Coach.
- > If the cancelled Coach has only one downline Coach (in either the right or left leg) on the first level, that downline Coach will be moved up into the cancelled Coach's position.
- > If the cancelled Coach has Coaches in both downline Coach positions (in both left and right legs) in their first level, then no change in positions will be made, and the cancelled Coach's position will be marked as Cancelled.

EXHIBIT A – PROHIBITED BEACHBODY PRODUCT AND COMPANY NAMES

- > 10-Minute Trainer®
- > 2-Day Fast Formula®
- > ActiVit®
- > Beachbody®
- > Beachbody Network News
- > Beachbody Nutritionals™
- > B-LINES®
- > Breakthrough in Beauty™
- > ChaLean
- > Core Cal-Mag™
- > Core Omega-3™
- > Great Abs Guaranteed®
- > Great Body Guaranteed!™
- > Hip Hop Abs®
- > Kathy Smith's Project: YOU!™
- > Million Dollar Body®
- > P90X®
- > P90X®+
- > Power 90®
- > Power Half Hour®
- > Product Partners®
- > Rockin' Body®
- > Shakeology™
- > Shaun T's Fit Kids Club™
- > Slim in 6®
- > Slim Series®
- > Team Beachbody™
- > Ten Minute Trainer®
- > Thin Kitchen™
- > Thin Thighs Guaranteed™
- > Timeless Secret®
- > Turbo Jam®
- > WOWY®
- > Yoga Booty Ballet®
- > Chalean Johnson
- > Debbie Siebers
- > Gillian Marloth
- > Kathy Smith
- > Shaun T
- > Teigh McDonough
- > Tony Horton

EXHIBIT B

BEACHBODY COACH COMPENSATION PLAN

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

EXHIBIT B – BEACHBODY COACH COMPENSATION PLAN

The Beachbody Coach Compensation Plan has been designed to reward Independent Beachbody Coaches for sharing our products, services, and income opportunity with others. The Coach Compensation Plan represents an innovation in Business Income Opportunity—paid weekly!

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EARNING OPPORTUNITIES

There are eight (8) ways to earn income with the innovative Coach Compensation Plan:

RETAIL COMMISSIONS

When a Customer that you enroll orders a product, you earn a 25% Commission of that product's purchase price. When a Club member that you enroll orders, you receive a 15% commission.

TEAM BEACHBODY CLUB MEMBERSHIPS

For every Club member enrolled by a Coach, that Coach will get paid 50% of their ongoing membership dues when received by Beachbody

SHOWCASE PACK BONUS

Like you, your personally sponsored Coaches have a great opportunity to build their personal library of fitness products at a special introductory price. You can earn a \$50 Showcase Pack Bonus (SPB) when a Coach that you enroll orders a Showcase Pack.

SHOWCASE PACK – SPONSORS BONUS

Every time a Showcase Pack is sold by any Coach in the first five levels of your direct line of sponsorship, you earn a \$5 Showcase Pack – Sponsors Bonus.

TEAM CYCLE BONUS

Every time an active and qualified Coach Business Center generates 360 balanced Team Volume points, it cycles and pays a Team Cycle Bonus

MATCHING CHECK BONUS

Active and Qualified Ruby and Diamond Coaches, earn a 5% or 10% Matching Check Bonus, respectively, on the weekly Team Cycle Bonus checks of their personally sponsored Coaches.

STAR DIAMOND PRODUCTION BONUS

Beachbody sets aside 2% of the total Company Bonus Volume (BV) to reward those Coaches who have reached the Star Diamond ranks and who have qualified to participate in the Star Diamond Production Bonus pools (paid quarterly).

BUILDING NEW COACH BUSINESS CENTERS (CBC)

Star Diamond Coaches who meet the requirements can own up to a total of ten (10) Coach Business Centers in their organization

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

COACH ACHIEVEMENT RANKS

There are a total of eight (8) Coach achievement ranks in the Coach Compensation Plan.



COACH



EMERALD COACH



RUBY COACH



DIAMOND COACH



TWO STAR DIAMOND COACH



FIVE STAR DIAMOND COACH



TEN STAR DIAMOND COACH



SUPER STAR DIAMOND COACH

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

RANKS, QUALIFICATIONS AND BENEFITS

I) COACH

As a new Beachbody Coach, you will be provided with your own Coach Business Center (CBC).

Your Coach Business Center (CBC) is an independent sales position assigned to all Beachbody Coaches for the purpose of conducting and tracking their Beachbody business activities.

Qualifications

- › Enroll as an Independent Beachbody Coach, be accepted by the Company, and remain compliant with the Policies and Procedures, including remaining current on your monthly Business Service Fee.
- › There are no personal sales requirements necessary for you to earn commissions on your personal retail sales.

Coach Benefits – Earn four different ways

Retail Commissions (paid weekly)

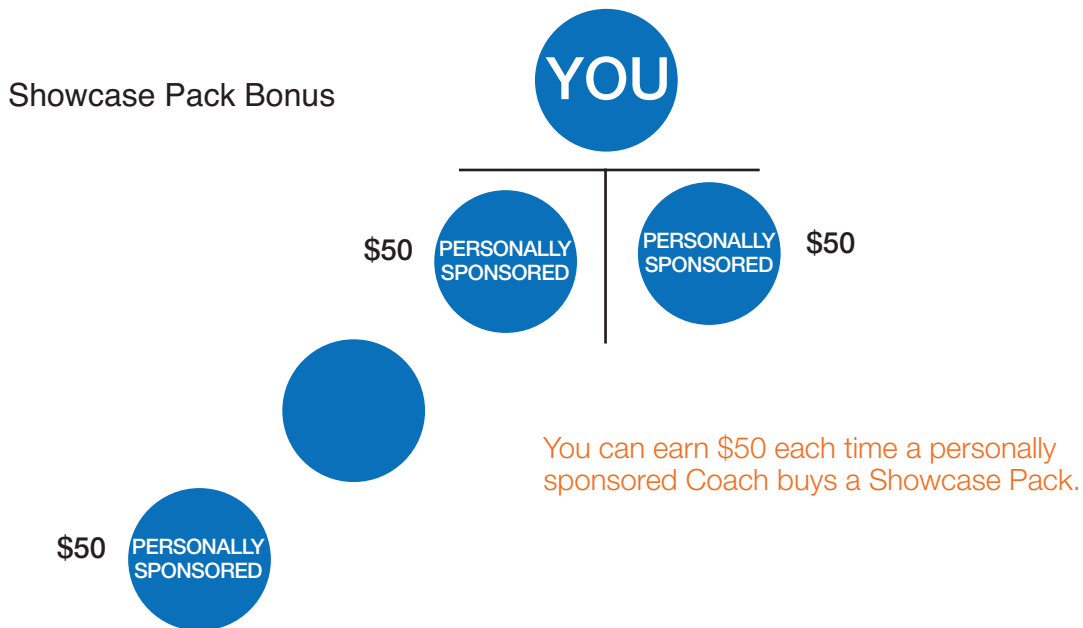
- 1 Earn a 25% commission on the retail sales price of Beachbody products you sell to your Personal Retail Customers and earn a 15% commission on products you sell to your personally enrolled Team Beachbody Club Members.

Team Beachbody Club Membership Commissions (paid weekly)

- 2 Earn a 50% commission on sales and renewals of Team Beachbody Club memberships received by Beachbody for those Club members you personally enroll. These Club membership commissions are paid weekly, but the payment is delayed by four (4) weeks to allow for member cancellations per the 30-day money-back guarantee.

Showcase Pack Bonus (SPB) (paid weekly)

- 3 Earn a \$50 Showcase Pack Bonus (SPB) when a personally sponsored Coach you enroll orders a Showcase Pack.



COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

Showcase Pack – Sponsors Bonus (SPSB) (paid weekly)

- For each Showcase Pack purchased by a Coach, in addition to the \$50 Showcase Pack Bonus paid to their Sponsoring Coach, an additional \$5 Showcase Pack - Sponsor Bonus will be paid to each of the five (5) Coaches up the Direct Line of Sponsorship from the Coach receiving the \$50 Bonus.

Note: Active Status is a requirement to earn any SPSB.

Orange Line = Direct Line of Active Sponsorship

In this example, You have personally sponsored A, A has personally sponsored B, B has personally sponsored D, D has personally sponsored E, E has personally sponsored F, and F has personally sponsored G. This represents the first five levels of your Direct Line of Sponsorship..

If a Showcase Pack Sponsors Bonus cannot be paid to a Coach because that Coach is inactive during the applicable Bonus Qualification Period, then that bonus will “compress up” to the next Active Coach up the Direct Line of Sponsorship.

You earn \$5 each time a Coach in the first five levels of your Direct Line of Active Sponsorship sells a Showcase Pack.



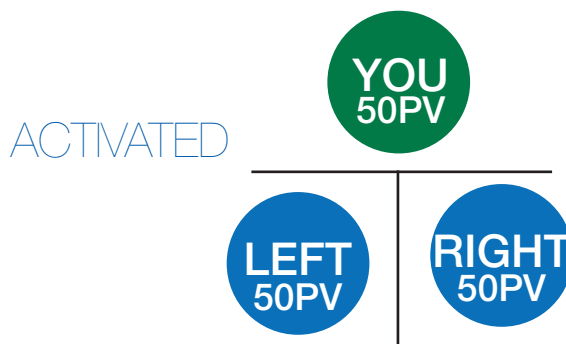
COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

II) EMERALD COACH – EARN FIVE DIFFERENT WAYS

Become an Active and Qualified Emerald Coach by activating your Coach Business Center and you will qualify for additional earning opportunities.

Qualifications

- > Be a Beachbody Coach.
- > Reach and maintain Active Status – to become and remain an active Beachbody Coach, you need to have achieved a minimum of 50 Personal Volume (PV) points within the previous 35 days of the pay period being calculated and paid.
- > Activate (and maintain Active Status in) your Coach Business Center by personally sponsoring and maintaining a minimum of two (2) Active Coaches, with one (1) personally sponsored active Coach in your left Coach leg and one (1) personally sponsored active Coach in your right Coach leg.



Emerald Benefits:

All Coach benefits, plus the following:

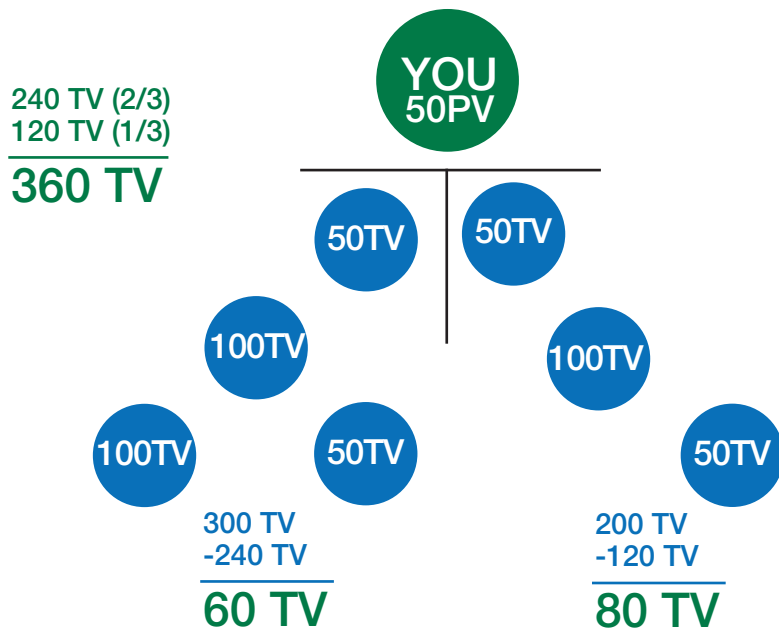
Team Cycle Bonuses

As an Active and Qualified Emerald Coach or higher, your CBC will start accumulating and banking (holding) Team Volume (TV) from your CBC's left and right Coach legs (regardless of depth) and become eligible to start earning Team Cycle Bonuses.

As an active and qualified Emerald Coach, you can earn a Team Cycle Bonus of up to \$19 each time your CBC "cycles" by generating 360 TV with a minimum of 1/3 of the TV (120 TV) in one leg and 2/3 of the TV (240 TV) in the other leg. Each time your CBC cycles, the 360 TV will be deducted (120 TV in one Coach leg and 240 TV in the other Coach leg) from your total accumulated CBC – TV and the remaining qualified TV will carry over into the next CBC cycle of 360 TV.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

Team Cycle Bonus



In this illustration, a total of 500 TV has been generated, with 300 TV in the left Coach leg and 200 TV in the right Coach leg.

240 TV (2/3) is subtracted from the left Coach leg and 120 TV (1/3) is subtracted from the right Coach leg. This 360 TV generates a Team Cycle Bonus payout.

The remaining 60 TV in the left Coach leg and the 80 TV in the right Coach leg are available to be counted toward the next Team Cycle.

Team Cycle Bonuses – Active and Qualified Emerald Coach

- > Up to a \$15 Team Cycle Bonus for active and qualified Emerald Coaches with 50 PV
- > Up to a \$17 Team Cycle Bonus for active and qualified Emerald Coaches with 75 PV.
- > Up to a \$19 Team Cycle Bonus for active and qualified Emerald Coaches with 100 PV (with at least 25 PV generated from Web site retail sales to Customers and/or Team Beachbody Club memberships).

Allowable Daily Team Cycles for Emerald Coaches

An Emerald Coach can cycle their CBC and earn Team Cycle Bonuses up to 40 times daily.

CBC Master Cycles and Carry Over Team Volume (TV)

When a CBC completes 300 consecutive and payable Team Cycle Bonuses, a Master Cycle occurs and a maximum of 5000 TV in the strong leg and the entire TV in the weak leg will carry over to the next cycle, which may occur on the same day.

Team Cycle Bonus Cap

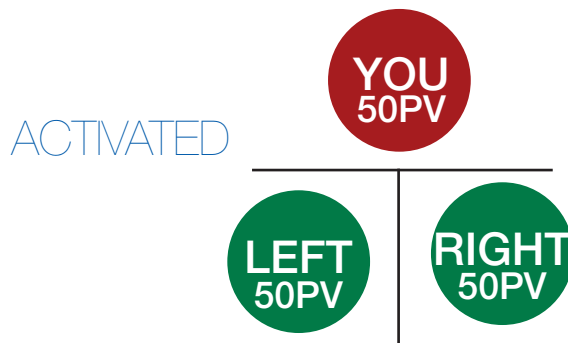
Each week, up to 35% of the total Company BV is set aside for Team Cycle Bonus payouts. In order to maintain the profitability required to successfully fund and operate the Coach Business Opportunity and to ensure business stability for the Independent Beachbody Coaches, the Company has established a cap of 35% of the total accumulated Company BV to be paid in Team Cycle Bonuses, and may, if necessary, implement a Team Cycle Bonus payout adjustment, which, in order to maintain the established cap, will adjust all Team Cycle Bonus payouts on an equal pro-rata basis for each CBC after the first 20 cycles. Accordingly, the first 20 cycles are exempt from proration.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

III) RUBY COACH – EARN SIX DIFFERENT WAYS

Qualifications

- > Be a Beachbody Coach.
- > Maintain Active Status – to become and remain an Active Coach, you need to have earned a minimum of 50 Personal Volume (PV) points within the previous 35 days of the pay period being calculated and paid.
- > Develop and maintain two (2) personally sponsored Active and Qualified Emerald Coaches (or higher ranks), with one (1) of these Active and Qualified Emerald Coaches placed in the left Coach leg of your CBC, and the other Active and Qualified Emerald Coach placed in the right Coach leg of your CBC.



Ruby Coach Benefits:

All Emerald Coach benefits, plus the following.

Team Cycle Bonuses – Ruby Coach

- > Up to a \$19 Team Cycle Bonus for active and qualified Ruby Coaches with 50 PV.
- > Up to a \$20 Team Cycle Bonus for active and qualified Ruby Coaches with 75 PV.
- > Up to a \$21 Team Cycle Bonus for active and qualified Ruby Coaches with 100 PV (with at least 25 PV generated from Web site retail sales to Customers and/or Team Beachbody Club memberships).
- > Up to a \$22 Team Cycle Bonus for active and qualified Ruby Coaches with 125 PV (with at least 25 PV generated from Web site retail sales to Customers and/or Team Beachbody Club memberships).

Allowable Daily Team Cycles for Ruby Coaches

A Ruby Coach can cycle their CBC and earn Team Cycle Bonuses up to 75 times daily.

Matching Check Bonus (Paid Weekly)

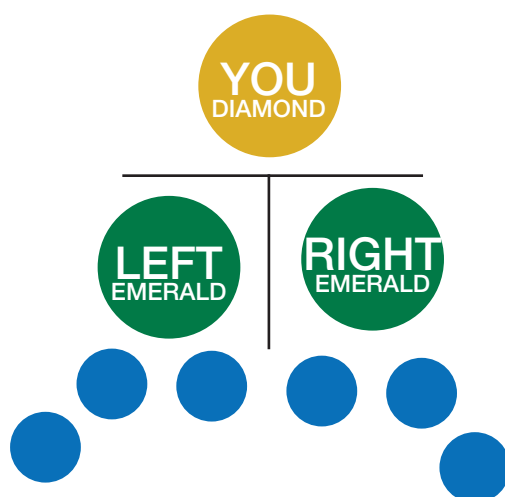
As an Active and Qualified Ruby Coach, you can earn 5% of the weekly Team Cycle Bonus check amounts earned by your personally sponsored Active and Qualified Emerald, Ruby, and Diamond Coaches.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

IV) DIAMOND COACH – EARN SIX DIFFERENT WAYS

Qualifications

- > Be a Beachbody Coach.
- > Maintain Active Status – to become and remain an active Beachbody Coach, you need to have achieved a minimum of 50 Personal Volume (PV) points within the previous 35 days of the pay period being calculated and paid.
- > Develop and maintain two (2) personally sponsored Active and Qualified Emerald Coaches (or higher ranks), with one (1) Active and Qualified Emerald Coach placed in the left Coach leg of your CBC, and one (1) Active and Qualified Emerald Coach placed in the right Coach leg of your CBC.
- > Personally sponsor and maintain six additional active Beachbody Coaches by:
 - (a) placing three Active and Qualified additional Coaches on the left Coach leg of your CBC.
 - (b) placing three additional Active and Qualified Coaches on the right Coach leg of your CBC.



Note: To become and maintain an Active and Qualified Diamond Coach rank, you need to achieve a minimum of three (3) Active and Qualified Coaches and one (1) Active and Qualified Emerald Coach in the left Coach leg and a minimum of three (3) Active and Qualified Coaches and one (1) Active and Qualified Emerald Coach in the right Coach leg of a qualifying CBC. This represents a combined total of a minimum of eight (8) personally sponsored Active and Qualified Coaches of which two Emerald Coaches (or higher ranks) may be counted toward the eight (8) personally sponsored Coaches minimum requirement.

Team Cycle Bonuses – Diamond Coach

- > Up to a \$22 Team Cycle Bonus for Active and Qualified Diamond Coaches with 50 PV.
- > Up to a \$23 Team Cycle Bonus for Active and Qualified Diamond Coaches with 75 PV.
- > Up to a \$24 Team Cycle Bonus for Active and Qualified Diamond Coaches with 100 PV (with at least 25 PV generated from Web site retail sales to Customers and/or Team Beachbody Club memberships).
- > Up to a \$25 Team Cycle Bonus for Active and Qualified Diamond Coaches with 125 PV (with at least 25 PV generated from Web site retail sales to Customers and/or Team Beachbody Club memberships).

Allowable Daily Team Cycles for Diamond Coaches

A Diamond Coach can cycle their CBC and earn Team Cycle Bonuses up to 150 times daily.

Matching Check Bonus

As an Active and Qualified Diamond Coach, you can earn 10% of the weekly Team Cycle Bonus check amounts earned by your personally sponsored Active and Qualified Emerald, Ruby and Diamond Coaches.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

V. STAR DIAMOND COACHES

Qualifications

DOUBLE STAR DIAMOND COACH

To become a Double Star Diamond Coach, a CBC must have accomplished the following qualifications for four (4) consecutive weekly bonus pay periods:

- a) Must be a Diamond Coach (i.e., Must have achieved the qualifications to become a Diamond Coach).
- b) Must have at least one (1) personally sponsored Active and Qualified Diamond Coach in the left Coach leg and at least one (1) personally sponsored Active and Qualified Diamond Coach in the right Coach leg. Both Active and Qualified Diamonds must be personally sponsored by the same CBC.

FIVE STAR DIAMOND COACH

To become a Five Star Diamond Coach, a CBC must have accomplished the following qualifications for four (4) consecutive weekly bonus pay periods:

- a) Must be a Double Star Diamond Coach (i.e., Must have achieved the qualifications to become a Double Star Diamond Coach).
- b) Must have at least five (5) personally sponsored Active and Qualified Diamond Coaches with at least three (3) in one Coach leg and at least two (2) in the other Coach leg. All five (5) Active and Qualified Diamond Coaches must be sponsored by the same CBC.

TEN STAR DIAMOND COACH

To become a Ten Star Diamond Coach, a CBC must have accomplished the following qualifications for four (4) consecutive weekly bonus pay periods:

- a) Must be a Five Star Diamond Coach (i.e., Must have achieved the qualifications to become a Five Star Diamond Coach).
- b) Must have at least ten (10) personally sponsored Active and Qualified Diamond Coaches, of which at least five (5) must be in one Coach leg and at least five (5) must be in the other Coach leg. All ten (10) Active and Qualified Diamond Coaches must be sponsored by the same CBC.

SUPER STAR DIAMOND COACH

To become a Super Star Diamond Coach, a CBC must have accomplished the following qualifications for four (4) consecutive weekly bonus pay periods:

- a) Must be a Ten Star Diamond Coach (i.e., Must have achieved the qualifications to become a Ten Star Diamond Coach).
- b) Must have at least fifteen (15) personally sponsored Active and Qualified Diamond Coaches of which at least five (5) must be in one Coach leg and at least five (5) must be in the other Coach leg, and an additional five (5) anywhere else in their downline. All fifteen (15) Active and Qualified Diamond Coaches must be sponsored by the same CBC.

Note: In order for a Diamond Coach to qualify for Star Diamond bonus pools, the qualifying Diamond Coach must have the proper number of Active and Qualified downline Diamond Coaches in each of 4 consecutive weekly bonus pay periods during the quarterly bonus pool period being calculated.

Benefits

Star Diamond Production Bonus (paid quarterly)

- 1 Beachbody sets aside 2% of the total Company BV, which is paid quarterly to top-producing Active and Qualified Star Diamond Coaches. Each of the Star Diamond ranks shares equally in each Star Diamond Production bonus pool(s) in which they are qualified to participate. Each of the four (4) different Star Diamond Production bonus pools is funded with 1/2% of the total Company BV (2% total Company BV divided evenly into 4 different bonus pools equals each pool being 1/2%).
- > All Active and Qualified Double Star Diamond Coaches share in the 1/2% Double Star Diamond bonus pool.
 - > All Active and Qualified Five Star Diamond Coaches share in the 1/2% Five Star Diamond bonus pool and in the 1/2% Double Star Diamond bonus pool.
 - > All Active and Qualified Ten Star Diamond Coaches share in the 1/2% Ten Star Diamond bonus pool, in the 1/2% Five Star Diamond bonus pool, and in the 1/2% Double Star Diamond bonus pool.
 - > All Active and Qualified Super Star Diamond Coaches share in the 1/2% Super Star Diamond bonus pool, in the 1/2% Ten Star Diamond bonus pool, in the 1/2% Five Star Diamond bonus pool, and in the 1/2% Double Star Diamond bonus pool.
 - > Any unpaid accumulated Star Diamond Production bonuses will roll over into the next quarterly qualification period until they are paid.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

Additional Coach Business Center(s)

- 1 Once a Coach's CBC#1 achieves the Double Star Diamond Coach rank, the Coach can optionally request to open up one additional CBC (CBC#2) downline from CBC#1. Additional CBCs must be started and built as new CBCs, for the avoidance of doubt, a new CBC cannot be opened by acquiring a pre-existing CBC. CBC#2 can then start the process of building and qualifying CBC#2 to achieve the Active and Qualified Emerald Coach, Ruby Coach, and Diamond Coach ranks. Once CBC#2 has achieved an Active and Qualified Double Star Diamond Coach rank, then the Coach can (optionally) request to open up one additional CBC (CBC#3) anywhere within that Coach's downline (i.e., downline from CBC #1). The Coach can then start the process of building and qualifying CBC#3 to achieve the Active and Qualified Emerald Coach, Ruby Coach, and Diamond Coach ranks. This process of qualifying for additional Coach Business Centers may be repeated until a Coach has a maximum total of ten (10) Coach Business Centers

Additional Coach Business Centers must qualify independently for participation in the Star Diamond Production Bonus. Each CBC may only count their own personally sponsored downline Diamond Coaches toward that specific CBC's qualification and participation in the Star Diamond Production Bonus Pools.

Retail Sales Requirements for All Additional Coach Business Centers

For each additional downline CBC that a Coach opens after CBC#1, 100% of the PV (which determines the Team Cycle Bonus payout amount for each rank for a specific pay period) needs to be generated through retail sales (i.e., non-Coach orders) from either Web site retail sales to Customers and/or Team Beachbody Club memberships.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

GLOSSARY

ACCUMULATING TEAM VOLUME – Once a Coach Business Center (CBC) achieves Active Status and meets the qualifications for the rank of Emerald Coach or higher, the CBC can start accumulating and banking (holding) Team Volume (TV) from its left and right downline legs (regardless of depth) and may become eligible to start earning Team Cycle Bonuses and other bonuses per the Beachbody Coach Compensation Plan.

ACTIVATED – The status reached when a CBC first becomes Active AND personally sponsors two Coaches, one placed in each of the Coach's left and right legs, who both become Active. Once a CBC is Activated, it begins to accumulate and bank (hold) Team Volume (TV) from each downline leg for the purpose of earning Team Cycle Bonuses and other bonuses. Once a CBC becomes Activated, that CBC retains that status indefinitely.

ACTIVE AND QUALIFIED – The status where a CBC has achieved Active Status AND has fully met the qualifications for a specific Rank level within the Beachbody Compensation Plan within the Bonus Qualification Period.

ACTIVE STATUS – A CBC achieves Active Status by (a) accumulating and maintaining a total of 50 or greater Personal Volume (PV) within the Bonus Qualification Period; or (b) accumulating and maintaining 50 or greater PV within the Bonus Qualification Period from your personal Home Direct orders. Active Status must be maintained by continuing to have accumulated 50 PV or greater as the Bonus Qualification Period rolls forward each week.

AGREEMENT – The contract between Beachbody and each Independent Beachbody Coach which includes the Independent Beachbody Coach Application and Agreement, the Beachbody Coach Policies and Procedures, and the Beachbody Coach Compensation Plan, all in their current form and as may be amended by Beachbody in its sole discretion. These documents are collectively referred to as the "Agreement."

BINARY GENEALOGY – The tree-like organizational structure utilized by the Beachbody Compensation Plan to organize Independent Beachbody Coach businesses, to create the related sponsorship connections between CBC's and to calculate Rank levels and bonus compensation. A Binary Genealogy structure has one CBC in a position with exactly two CBC positions directly below that CBC, creating a left leg and a right leg for each CBC. This structure repeats for each CBC within the overall Binary Genealogy.

BONUS(ES) – Additional compensation paid per the Beachbody Compensation Plan. There are five (5) different bonuses: 1) Team Cycle Bonus, 2) Matching Check Bonus, 3) Showcase Pack Bonus, 4) Showcase Pack Sponsors Bonus and 5) Star Diamond Production Bonus.

BONUS EARNING PERIOD – This is the weekly timeframe for totaling and calculating all sales, volume, commissions and bonuses. The

period commences each Monday morning at 12:00am EST and continues until 11:59pm EST the following Sunday night. Commissions and Bonuses are processed and paid weekly (one week in arrears) based upon a day-by-day calculation of sales activity within the Bonus Earning Period.

BONUS QUALIFICATION PERIOD – The timeframe within which Active Status for a CBC is determined for a given Bonus Earning Period. The Bonus Qualification Period is the 35-day period prior to and including the last day of the most recently completed Bonus Earning Period.

BONUS VOLUME (BV) – The point value assigned to each Beachbody product and Membership service, which Beachbody uses to determine Active Status and to calculate and pay bonuses.

BUSINESS SERVICES FEES (BSF) – The monthly cost of maintaining a CBC and receiving the proprietary back office tools, dashboard and replicated website charged to Coaches by Beachbody. Payment of the monthly Business Services Fees by a CBC is required for that CBC to remain Current.

CARRY OVER VOLUME – TV that remains after all possible Cycles have been calculated for a given day. This remaining TV is brought forward to the next day and is added to any new TV generated by a CBC until additional Cycles may be achieved.

COACH BUSINESS CENTER (CBC) – An independent sales position within the Beachbody Genealogy which is assigned to and represents an Independent Beachbody Coach business. Each position is used to track a Coach's retail sales activity and to track any TV generated by a Coach's downline sales organization.

COMMISSION – A portion of the retail selling price of a Beachbody product or membership service that is payable to a Coach as compensation for their participation in creating sales activity. There are two types of Commissions: 1) Retail Commissions and 2) Team Beachbody Club Membership Commissions.

CURRENT STATUS – A CBC is determined to be Current if the monthly Business Services Fees has been paid for that CBC during the current Bonus Qualification Period. Any CBC which does not have Current Status is subject to the withholding or forfeiture of any earned and unpaid compensation as well as additional penalties (including suspension and/or termination of the CBC if the account is not brought Current within specified timeframes as defined in the Beachbody Policies and Procedures document).

CUSTOMER – A purchaser of Beachbody products or membership services, either as a Retail Customer or as a Club Member. Each Customer is assigned to a Coach, but Customers are not placed in any Genealogy nor may they sign-up Coaches or other Customers. Further, Customers cannot receive Commissions or Bonuses.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

CYCLE (CYCLING) – A bonus calculation and payment process that occurs when an Active and Qualified Emerald or higher Rank CBC reaches an accumulated 360 TV or greater, balanced with 1/3 (or 120 TV) from one downline leg and 2/3 (or 240 TV) from the other downline leg. Once these levels of TV are achieved, the CBC uses that accumulated TV (called a “Cycle”) which generates a payment to the CBC for that week. Cycling continues until no further Cycles can be deducted from the accumulated TV. Any unused TV in each leg becomes Carry Over Volume.

Note:

The Beachbody software system determines which leg is the weak leg between the cycles in a week. For instance, if a CBC has 260 TV in the left Coach leg and 200 TV in the right Coach leg before cycle 1 (360 TV with 240 TV – 120 TV balance is deducted from the total of both legs), the system determines that the left Coach leg is the strong leg in cycle 1 (260 TV) and the right Coach leg (200 TV) is the weak Coach leg in cycle 1.

- 1 After cycle 1 is complete, the right Coach leg (with 80 TV carried over, i.e., 200 TV – 120 TV = 80 TV) becomes the strong Coach leg and the left Coach leg (with 20 TV carried over, i.e., 260 TV – 240 TV = 20 TV) becomes the weak Coach leg. In other words, the swapping of strong and weak leg determination often occurs between Team Cycle Bonus cycles. This is standard binary compensation plan methodology.

In the Team Beachbody back-office software, left and right Team Volume is denoted as LT (Left Volume) and RV (Right Volume).

Cycling Example – Four Complete Cycles

Left Team Volume (LT)	Right Team Volume (RV)	Cycles
3700	580	
-240	-120	1
<hr/> 3460	<hr/> 460	
-240	-120	2
<hr/> 3220	<hr/> 340	
-240	-120	3
<hr/> 2980	<hr/> 220	
-240	-120	4
<hr/> 2740	<hr/> 100	
-----4 cycles complete-----		
2740	100	Carryover to the next cycle

DAILY CYCLE LIMITS – The maximum number of Cycles a CBC may achieve each day based on the current Rank of the CBC. Daily Cycle Limits are: Emerald Coach – 40, Ruby Coach – 75, Diamond Coach – 150.

DAY PERIOD – A day is defined as 12:00am EST to 11:59pm EST (Eastern Standard Time).

DIRECT LINE OF SPONSORSHIP – The lineage within the Binary Genealogy that begins with a specific CBC and moves to that CBC’s personally sponsoring CBC, then to that CBC’s personally sponsoring CBC and so on (i.e., Mary is personally sponsored by Bob, who is personally sponsored by Sally, etc.). The Direct Line of Sponsorship is NOT necessarily the same as the Genealogy lineage as it is possible that two adjacent CBC’s could not have a personally sponsoring relationship.

DOWNLINE – A term that defines the Binary Genealogy structure that begins with the two positions directly below a specific CBC and extends to all CBC’s which emanate from those two positions, whether or not Personally Sponsored by that specific CBC.

DOWNLINE ACTIVITY REPORTS (GENEALOGY REPORTS) – Refers to any of several reports generated by Beachbody or from Beachbody controlled data that provide critical data relating to the identities of Coaches, sales information and enrollment activity of each Coach’s Downline. These reports contain confidential and trade secret information which is proprietary to Beachbody.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

GENEALOGY - The organizational structure utilized by the Beachbody Compensation Plan to organize Independent Beachbody Coach businesses, to create the related sponsorship connections between CBC's and to calculate Rank levels and bonus compensation. A Binary Genealogy structure has one CBC in a position with exactly two CBC positions directly below that CBC, creating a left leg and a right leg for each CBC. This structure repeats for each CBC within the overall Binary Genealogy.

HOME DIRECT (aka AUTOSHIP) – A convenience program wherein pre-selected products are shipped to you or to your Beachbody Customers each month and are automatically billed to the credit card that was provided at the initiation of the program.

INACTIVE STATUS – The status that exists for a CBC when a minimum of 49 PV or fewer have been accumulated in any Bonus Qualification Period. Inactive Status may cause all accumulated TV in both legs of a CBC to be permanently removed. Upon achieving a minimum of 50 PV or greater, the status of a CBC will be changed to Active and TV may again begin to accumulate for that CBC.

LEADERSHIP RANKS – Refers to Beachbody Coaches who have fully met the requirements of Emerald Coach, Ruby Coach, Diamond Coach or any of the Star-Diamond Coach Ranks.

LEFT TEAM VOLUME – Represents a CBC's accumulated TV generated from the downline Coaches in the Left leg of the CBC.

LIFETIME CYCLES – The number of Cycles achieved in the lifetime of a CBC.

LIFETIME RANK – The highest Rank level that a CBC has achieved in its lifetime. Once a Rank is achieved, it is permanent for Coach recognition purposes, however, Bonuses will be calculated and paid based upon the Paid-As Rank determined in the current Bonus Earning Period. Also known as Highest Achieved Rank or Official Rank.

MASTER CYCLE – Each time a CBC completes 300 consecutive Cycles, a Master Cycle occurs and a maximum of 5,000 TV from the CBC's strong leg and the entire TV from the CBC's weak leg is carried over to the next Cycle. Cycling may resume on the same day.

MATCHING BONUS – One of the bonus opportunities under the Beachbody Compensation Plan which may be paid to Active and Qualified Ruby and Diamond Coaches. This bonus is calculated and paid weekly as a 5% (Ruby) or 10% (Diamond) matching payment based upon the Team Cycle Bonus earnings of a Coach's Personally Sponsored downline Coaches.

PAID-AS RANK – The Rank level for a CBC that has been achieved

in the current Bonus Earning Period. This Rank level will determine the calculation of Bonuses earned in the current period. This rank may be equal to or lower than the Lifetime Rank for the CBC.

PERSONALLY SPONSORED – Any or all of the Beachbody Coaches who have been directly sponsored by a specific Beachbody Coach.

PERSONAL RETAIL CUSTOMER - A Coach's Personal Retail Customers include: 1) those Home Direct Customers whom the Coach enrolls into the Home Direct Program (excluding those who are already Coaches); and 2) those non-Coaches who make product or membership service purchases from a Coach's Beachbody Web site. Coaches may additionally sell products to third parties from their personal inventory or other manners which are not placed through their Coach's Beachbody Website, provided that these sales will not provide any volume or commissions toward their CBC.

PERSONAL VOLUME (PV) – The BV generated by a CBC from products and Membership services sold in a Bonus Earning Period: 1) by a Coach's personal purchases, and 2) by the Coach to their Personal Retail Customers. PV is used to determine Active Status and is also a factor in calculating the payout earned by a Coach for each Cycle

QUALIFIED – Indicates that a Coach has fully met all requirements to achieve a specific Rank level.

RANKS – The 8 different levels that a Coach may qualify for within the Beachbody Compensation Plan. Rank levels have a direct impact on the amount of compensation a Coach may earn and may also be a qualifier for participation in various Beachbody programs and promotions. Rank levels are re-calculated weekly.

The Rank levels are:

1. Coach
2. Emerald Coach
3. Ruby Coach
4. Diamond Coach
5. Double Star Diamond Coach
6. Five Star Diamond Coach
7. Ten Star Diamond Coach
8. Super Star Diamond Coach

RETAIL COMMISSIONS - One of the commission opportunities under the Beachbody Compensation Plan which may be paid to Coaches. This commission is calculated and paid weekly on the sales of products and membership services to a Coach's Personal Retail Customers through their Beachbody Website.

COACH POLICIES AND PROCEDURES/COACH COMPENSATION PLAN

RETAIL SALES – Retail sales are purchases made by an individual who is not a Beachbody Coach.

RIGHT TEAM VOLUME - Represents a CBC's accumulated TV generated from the downline Coaches in the Right leg of the CBC.

SHOWCASE PACK – A package of six of the top-selling Beachbody fitness programs, the B-Lines Resistance Bands Super Kit and a Squishy Ball, all sold together at a discounted price. A Coach may purchase only one of these Showcase Packs during their lifetime.

SHOWCASE PACK BONUS - One of the bonus opportunities under the Beachbody Compensation Plan which may be paid to Coaches. This bonus is calculated and paid weekly on the sales of Showcase Packs to a Coach's Personally Sponsored Coaches.

SHOWCASE PACK SPONSORS BONUS - A package of six of the top-selling Beachbody fitness programs, the B-Lines Resistance Bands Super Kit and a Squishy Ball, all sold together at a discounted price. A Coach may purchase only one of these Showcase Packs during their lifetime.

SPONSOR – A Beachbody Coach who enrolls another Beachbody Coach into the Company. The act of enrolling others and training them to become Beachbody Coaches is called “sponsoring” or “Personally Sponsoring.”

STAR DIAMOND PRODUCTION BONUS - One of the bonus opportunities under the Beachbody Compensation Plan which may be paid to Coaches. This bonus is calculated and paid quarterly based on a percentage of the total Company BV and is paid to those meeting and maintaining Star Diamond qualifications for 4 consecutive weeks within each quarter.

STRONG LEG – In evaluating the TV from a CBC's Downline, the leg with the higher accumulated TV at any time is deemed the Strong Leg at that time.

SUBSCRIPTION COMMISSIONS (aka CLUB COMMISSIONS) - One of the commission opportunities under the Beachbody Compensation Plan which may be paid to Coaches. This commission is calculated and paid weekly on the sales and renewals of Team Beachbody Club Memberships to a Coach's Personal Retail Customers or Personally Sponsored Coaches.

TEAM CYCLE BONUS – One of the bonus opportunities under the Beachbody Compensation Plan which may be paid to Active and Qualified Emerald or higher Coaches. This bonus is calculated and paid weekly on the accumulated TV from a CBC's Downline.

TEAM VOLUME (TV) – The sum of all the individual PV generated by the Downline Coaches of each individual CBC. Team Volume does not include a Coach's own PV.

UPLINE – This term refers to the CBCs above a particular Beachbody Coach in the Direct Line of Sponsorship.

WEAK LEG - In evaluating the TV from a CBC's Downline, the leg with the lower accumulated TV at any time is deemed the Weak Leg at that time.