



Coach Terms & Policies

July 24, 2020

1. The Agreement. The term "Agreement" collectively refers to these Terms and Policies, the Beyond Slim Compensation Plan, the Arbitration & Dispute Resolution Agreement, the Coach Guidelines, and the Beyond Slim Business Entity Addendum (the Business Entity Addendum is only applicable to Coaches who enroll as a business entity), in their current form and as may be amended by the Company in the future as it deems reasonably necessary. Independent Coaches shall be referred to herein as "Coaches." Beyond Slim, L.L.C. shall be referred to as "Beyond Slim" or the "Company." Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. In the event of a conflict between the Coach Terms and Policies and the Coach Guidelines, the Coach Guidelines will control. If I have not yet reviewed the Coach Terms and Policies at the time I sign this Agreement, I understand that they are posted at www.beyondslim.com and in my Beyond Slim Virtual Office. I will review the Coach Terms and Policies within five days from the date on which I sign this Agreement. If I do not agree to the Coach Terms and Policies, my sole recourse is to notify the Company and cancel my Beyond Slim Coach Agreement. Failure to cancel constitutes my acceptance of the Agreement. I understand that I must be in good standing and not in violation of the Agreement to be eligible for bonuses or commissions from Beyond Slim.

2. W-9 Form Required. You must submit an I.R.S. form W-9 as part of the application process.

3. Adherence to the Agreement. Coaches must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your Coach Virtual Office. You must review the Terms and Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your Beyond Slim Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing and not in violation of the Agreement, to be eligible for bonuses or commissions from Beyond Slim.

4. Amendments to the Agreement. The Company reserves the right to amend the Agreement as it deems reasonably necessary. Amendments shall be effective 30 days after notice and publication of the amended provisions in each Coach's Virtual Office. If you do not agree to any amendments, your sole recourse is to cancel your Beyond Slim Agreement. The continuation of a Coach's Beyond Slim business or a Coach's acceptance of bonuses or commissions after the effective date of any amendments shall constitute acceptance of any and all amendments.

5. Coaches' Rights. Coaches for Beyond Slim, L.L.C., (hereinafter "Beyond Slim"):

- ❖ Have the right to sell, and solicit orders for, Beyond Slim products in accordance with these Terms and Policies. It is within the exclusive right of Beyond Slim to accept or reject orders submitted by Coaches;
- ❖ Have the right to enroll others as Beyond Slim Coaches;
- ❖ If qualified, have the right to earn commissions pursuant to the Beyond Slim Compensation Plan.

6. Independent Contractor Status. Coaches are independent contractors and not employees, partners, legal representatives, or franchisees of Beyond Slim, Inc. Coaches are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other business expenses. **COACHES SHALL NOT BE TREATED AS AN EMPLOYEE OF BEYOND SLIM FOR ANY REASON, INCLUDING BUT NOT LIMITED TO FEDERAL OR STATE TAX**

PURPOSES. Beyond Slim is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Coaches' compensation. Coaches are not entitled to workers compensation or unemployment security benefits of any kind from Beyond Slim. Please consult your own tax accountant, tax attorney, or other tax professional. If a Coach's Beyond Slim business is tax-exempt, the Federal tax identification number must be provided to Beyond Slim. Every year, Beyond Slim will provide an I.R.S. Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (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.

7. Assignment of Rights and Delegation of Duties. Coaches may not assign any rights under the Agreement without the prior written consent of Beyond Slim, Inc. Any attempt to transfer or assign the Agreement without the express written consent of Beyond Slim renders the Agreement voidable at the option of Beyond Slim and may result in termination of your Beyond Slim business.

If the assets of Beyond Slim, or a controlling ownership interest in Beyond Slim, is transferred to a third party, Beyond Slim may assign its rights and delegate its duties and obligations under the Agreement to such third Party as part of the sale or transfer.

8. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

9. Waiver of Right of Publicity. Coaches grant Beyond Slim an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Coaches waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

10. Minimum Age. Persons under age 18 may not be Coaches and no Coach shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18.

11. Severance. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Coach against Beyond Slim shall not constitute a defense to Beyond Slim's enforcement of any term or provision of the Agreement.

12. Term and Renewal of a Beyond Slim Business. The term of this Agreement is one year and will automatically renew on each anniversary date of each Coaches enrollment (subject to prior cancellation pursuant to the Terms and Policies), although the Company further has the right not to renew the business of any Coach. Beyond Slim reserves the right to terminate all Coach Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

A participant in this direct selling program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or via the Coach's Virtual Office.

13. Maryland Residents: A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

14. General Conduct. Coaches shall safeguard and promote the good reputation of Beyond Slim and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Coaches shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that violates this provision, and the following list is not a limitation on the standards of conduct to which Coaches must adhere, the following examples are practices that are specifically prohibited under this policy:

- ❖ Making statements are deceptive, untruthful, unfair, or misleading;
- ❖ Making any implied or express representation that any state or federal government official, agency, or body has approved or endorses Beyond Slim, its program, or products;
- ❖ Engaging in conduct in business or in one's personal life that could reasonably be foreseen to damage the Company's reputation or the culture that exists within the field sales force;
- ❖ Engaging in conduct that can reasonably be interpreted as constituting bullying, shaming, harassment, intimidation, or reasonably interpreted as being discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), predatory, abusive, obscene, humiliating to others or threatening or promoting violence;
- ❖ Activities that result in the unwanted disclosure of a third-party's personal information;
- ❖ Any conduct that infringes on the intellectual property rights of a third party;
- ❖ Using a Beyond Slim business to promote a social, political, or religious purpose.

15. Advertising.

General

All Coaches shall safeguard and promote the good reputation of Beyond Slim and its products. The marketing and promotion of Beyond Slim, the Beyond Slim opportunity, the Compensation Plan, and Beyond Slim products must avoid all discourteous, deceptive, misleading, unethical, or immoral, or illegal conduct or practices.

To promote both the products and services, and the tremendous opportunity Beyond Slim offers, Coaches must use the sales aids, business tools, and support materials produced or approved by Beyond Slim. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Coaches may only advertise or promote their Beyond Slim business using Company-developed or approved tools, templates or images acquired through Beyond Slim. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Beyond Slim advertising department (compliance@beyondslim.com) for consideration and inclusion in the template/image library. Unless you receive specific written approval from Beyond Slim to use such tools, the request shall be deemed denied. Go to the *Template Library* tab in your Virtual Office for guidelines and to access the library. Prior written approval from Beyond Slim is required before you publish or use your own literature or recorded video/audio material that mentions or refers to Beyond Slim or its products or programs.

Coaches may not sell sales aids to other Beyond Slim Coaches. Therefore, Coaches who receive authorization from Beyond Slim to produce their own sales aids may not sell such material to any other Beyond Slim Coach. Coaches may make approved material available to other Coaches free of charge if they wish but may not charge other Beyond Slim Coaches for the material.

Beyond Slim further reserves the right to rescind approval for any sales tools, promotional materials,

advertisements, or other literature, and Coaches waive all claims for damages or remuneration arising from or relating to such rescission.

Copyrights

The content of all Company sponsored events, live or online, is copyrighted material. Coaches may not produce for sale or distribution any recorded Company events and speeches without written permission from Beyond Slim, nor may Coaches reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Coach, you may use the Beyond Slim name in the following manner

Coach's Name
Independent Beyond Slim Coach

Example:
Alice Smith
Independent Beyond Slim Coach

or

Alice Smith
Beyond Slim
Independent Coach

Coaches may not use the name Beyond Slim in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent Beyond Slim Coach* in your phone greeting or on your answering machine to clearly separate your independent Beyond Slim business from Beyond Slim, L.L.C. For example, you may not secure the domain name www.buyBeyondSlim.com, nor may you create an email address such as BeyondSlimsales@hotmail.com.

Media and Media Inquiries

Coaches must not attempt to respond to media inquiries regarding Beyond Slim, its products or services, or their independent Beyond Slim business. All inquiries by any type of media must be immediately referred to Beyond Slim's Support Department at support@beyondslim.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

Unsolicited Email

Beyond Slim does not permit Coaches to send unsolicited commercial emails.

Coaches are prohibited from sending mass invitations via email, text message, instant messaging, or any other means of communication to the ZipSlim ordering websites, including the links provided in the Beyond Slim App. All invitations must be transmitted individually, one at a time, and only to contacts who are personally known by the sending Coach or with whom the sending Coach has a pre-existing relationship.

Commercial Email Messages Sent on Behalf of Coaches

The Beyond Slim may periodically send commercial emails on behalf of Coaches. By entering into the Coach Agreement, Coach agrees that the Company may send such emails.

Unsolicited Faxes

Except as provided in this section, Coaches may not use or transmit unsolicited faxes in connection with their Beyond Slim business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Beyond Slim, 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: (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 familial relationship, which relationship has not been previously terminated by either Party.

Telephone Directory Listings

Coaches may list themselves as an "Independent Beyond Slim Coach" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Coach may place telephone or online directory display ads using Beyond Slim's name or logo. Coaches may not answer the telephone by saying "Beyond Slim", "Beyond Slim Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Beyond Slim. If a Coach wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Coach's Name
Independent Beyond Slim Coach

Television and Radio Advertising

Coaches may not advertise on television and radio except with Beyond Slim's express written approval.

Advertised Prices

Coaches may not create their own marketing or advertising material offering any Beyond Slim products at a price less than the current Subscribe & Save price or the current price on www.beyondslim.com. Similarly, Coaches may not sell any Beyond Slim products at a price less than the current Subscribe & Save price or the current price on www.beyondslim.com.

16. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, if a Coach utilizes social media in connection with his/her Beyond Slim business, the Coach agrees to each of the following:

- ❖ Coaches are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media site that they own, operate, or control.
- ❖ No product sales or enrollments may occur on or through any social media site.
- ❖ You may only sell Beyond Slim products through your self-replicated website provided by Beyond Slim.
- ❖ It is each Coach's responsibility to follow the social media site's terms of use.
- ❖ Any social media site that is directly or indirectly operated or controlled by a Coach that is used to discuss or promote Beyond Slim's products, or the Beyond Slim opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than Beyond Slim.
- ❖ Social media posts that use the trademarked name ZipSlim may only be related to sharing, endorsing, or telling about a product experience. The use of ZipSlim may not be used to discuss or promote the financial opportunity.

- ❖ Except as set forth below, a Coach may not use or mention the name "Beyond Slim" in social media posts. A Coach may use the name "Beyond Slim":
 - When giving a weight loss testimonial when the Coach must disclose that he or she is a Coach.
 - If a Coach is defending Beyond Slim when it is criticized or attacked online, he or she can mention the name Beyond Slim when responding to such statements. Competitors or those jealous of our success may sometimes takes shots at us and we must all work together to defend our good reputation.
 - If a Coach is showing a product photo of ZipSlim and the name Beyond Slim appears in the background.
- ❖ Coaches are prohibited from sending mass invitations via email, text message, instant messaging, or any other means of communication to the ZipSlim ordering websites, including the links provided in the Beyond Slim App. All invitations must be transmitted individually, one at a time, and only to contacts who are personally known by the sending Coach or with whom the sending Coach has a pre-existing relationship.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, a Coach may not use any social media site on which they discuss or promote, or have discussed or promoted, the Beyond Slim business or Beyond Slim's products, to directly or indirectly solicit anyone for another direct selling, multilevel marketing or network marketing program (collectively, "direct selling").
- ❖ During the term of the Agreement and for 12 calendar months after the cancellation of a Coach's business for any reason, a Coach shall not take any action on any social media site on which they discuss or present, or have discussed or presented, Beyond Slim's products or the Beyond Slim business that may reasonably be foreseen to draw an inquiry from Beyond Slim's Coaches relating to the Coach's other direct selling business activities or products. Violation of this provision shall constitute a violation of the no solicitation provision in Policy 26.
- ❖ If a Coach creates a business page on any social media site to promote or relates to Beyond Slim, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than Beyond Slim and its products. If the Coach's Beyond Slim business is cancelled for any reason or if the Coach becomes inactive, the Coach must deactivate the page.
- ❖ Coaches who engage in another Direct Selling Business (as defined in Section 29) must not, directly, indirectly or through a third party: i. Use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Coach currently uses or has used in the past to promote or discuss Beyond Slim, its products, programs, services or the business opportunity ("Beyond Slim Social Media"), to promote another Direct Selling Business. If a Coach is involved in another Direct Selling Business, the Coach must create a separate social media account to promote the other Direct Selling Business. Coaches are also prohibited from "cross-posting" from their other Direct Selling Business social media account on to the Coach's Beyond Slim Social Media and vice versa.
- ❖ Coaches shall respect the privacy of other social media users. Coaches shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections
- ❖ Coaches may use social media for training and recruitment activities so long as all training and business building activities are conducted through private groups that are only available to invitees. Neither training nor recruiting activities may be conducted or held in a public social media forum.

17. Coach Web Sites, Mobile Applications and Collateral Sales Tools. Official Beyond Slim supplied Tools are the only online forum through which Beyond Slim products may be sold and new Beyond Slim Coach enrollments may be transacted (prohibited online forums include, but are not limited to, Coach's external websites, online auctions and classified listings). Notwithstanding the foregoing, Coaches may create one website to promote their Beyond Slim business and Beyond Slim products (an "External Website"), but such External Website must comply with all provisions of these Terms & Policies and you

must submit a beta site to the Company and receive written pre-approval from the Company before going live with the External Website.

Beyond Slim reserves the right to rescind approval for any approved External Website should it prove reasonably appropriate, and Coaches waive all claims against Beyond Slim, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

Approved Tools will be posted in the Coach's Back-Offices and will be made available to all Coaches free of charge. **The Coach who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants Beyond Slim an irrevocable license to use the Sales Tools, and to allow Beyond Slim to provide the Tools to other Coaches free of charge, as the Company deems appropriate.**

18. Trademarks and Copyrights. The name "Beyond Slim" and other names as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Beyond Slim. The Company grants Coaches a limited license to use its trademarks and trade names in promotional media for so long as the Coach's Agreement is in effect. Upon cancellation of a Coach's Agreement for any reason, the license shall expire, and the Coach shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a Coach use any of Beyond Slim's trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

Beyond Slim commonly puts on live, online, and recorded events as well as webinars and telephone conference calls. During these events Company executives, Coaches, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Coaches may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Coaches shall not copy any such materials for their personal or business use without the Company's prior written approval.

19. Sales Outlets. To support the Company's direct selling distribution channel and to protect the independent contractor relationship, Coaches agree that they will not sell Beyond Slim products in any wholesale, warehouse, or discount establishment, in any service related establishment (including but not limited to fitness centers, salons, health care providers' offices, or any online auction or buy-sell site (including but not limited to Amazon & eBay). Coaches may only sell Beyond Slim products through their self-replicated websites provided by Beyond Slim.

20. Change of Sponsor. The only means by which a Coach may legitimately change his/her sponsor are by:

- (a) Voluntarily canceling his/her Beyond Slim business in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Coach may reapply under a new sponsor. The Coach will lose all rights to his/her former downline organization upon his/her cancellation; or
- (b) Submitting a written request to the Company at support@beyondslim.com for a change of sponsor. The Coach requesting the transfer must also submit written and signed transfer authorization forms from his/her immediate five upline Coaches. It shall be at the Company's final discretion to allow the sponsor change or not.

21. Waiver of Claims. In cases wherein a Coach improperly changes his/her sponsor, Beyond Slim reserves the sole and exclusive right to determine the final disposition of the organization that was developed by the Coach in his/her second line of sponsorship. **COACHES WAIVE ANY AND ALL CLAIMS AGAINST BEYOND SLIM, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM BEYOND SLIM'S DECISION REGARDING THE DISPOSITION OF ANY ORGANIZATION THAT DEVELOPS BELOW A COACH WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

22. Product Claims. Coaches must not make claims, including but not limited to testimonials, about Beyond Slim's products or services that are not contained in official Beyond Slim literature or posted on Beyond Slim's official website. Under no circumstances shall any Coach state or imply that any Beyond Slim product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

23. Weight Loss Testimonials. If a Coach makes a weight loss testimonial in connection with Beyond Slim's products, the Coach must adhere to each of the following:

- ❖ The Coach making the testimonial must clearly and conspicuously disclose that he/she is an Independent Coach;
- ❖ The testimonial must be true and accurate and must disclose all additional material information that impacted his/her weight loss (for example., engaging in any of the Reboot Rituals advocated by Beyond Slim, exercise, dietary changes, bariatric surgery, etc.);
- ❖ The testimonial must clearly and conspicuously disclose the generally expected results for those who go on the Beyond Slim program. The generally expected results are posted on the Beyond Slim website;
- ❖ No testimonial may be made relating to use of the Company's products and their impact on the any weight-related illness or abnormal state of health suffered by the individual making the testimonial, including but not limited to diabetes claims, LDL cholesterol reduction, decreased blood pressure or increased HDL cholesterol claims.

24. Income Claims. When presenting or discussing the Beyond Slim opportunity or Compensation Plan to a prospective Coach, Coaches may not make income projections, income claims, income testimonials, or disclose their Beyond Slim income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Beyond Slim Coach. Nor may Coaches make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the Coach is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Beyond Slim business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that a Coach was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.

25. Compensation Plan and Program Claims. When presenting or discussing the Beyond Slim compensation plan, you must make it clear to prospects that financial success in Beyond Slim requires commitment, effort, sales skills, leadership and management skills, and favorable market conditions. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- ❖ It is a turnkey system.
- ❖ The system will do the work for you.
- ❖ Just get in and your organization will build through spillover.
- ❖ Just join and I will build your downline for you.
- ❖ The Company does all the work for you.

- ❖ You do not have to sell anything.
- ❖ All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan and the Company's program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Coach without commitment, effort, sales skills, leadership and management skills, and favorable market conditions.

26. 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 Beyond Slim or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

27. Media Inquiries. Coaches must not interact with the media regarding the Beyond Slim business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to Beyond Slim's marketing department.

28. Continuing Development Obligations. Any Coach who sponsors another Coach into Beyond Slim must perform a bona fide assistance and training function to ensure that his or her organization is properly operating his or her Beyond Slim business. Coaches must have ongoing contact and communication with the Customers and Coaches in their 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 Coaches to Beyond Slim meetings, training sessions, and other functions. Support line Coaches are also responsible to motivate and train new Coaches in Beyond Slim product knowledge, effective sales techniques, the Beyond Slim Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Coaches should monitor the Coaches in their Organizations to guard against Coaches making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

29. No solicitation. Beyond Slim Coaches are free to participate in other direct selling entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "direct selling business"). However, during the term of this Agreement, any renewal or extension hereof, and for a period of two years following the termination of a Coach's Independent Coach Agreement, a Coach (or former Coach) may not recruit any Beyond Slim Coach or Customer for another direct selling business. Coaches and the Company recognize that because direct selling 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 Beyond Slim agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Coaches are located. This provision shall survive the termination or expiration of the Coach Agreement.

For the purposes of this Section 29, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another Beyond Slim Coach or Customer to: (1) enroll, join, or otherwise participate in another direct selling business; or (2) terminate or alter his or her business or contractual relationship with the Beyond Slim. The term "recruit" also includes the above activities in the event that the Coach's actions are in response to an inquiry made by another Coach or Customer.

If a Coach is engaged in another non-Beyond Slim direct selling business, it is the responsibility of the Coach to ensure that his or her Beyond Slim business is operated entirely separate and apart from any other direct selling business. To this end, the following must be adhered to:

- a) Coaches must not sell, or attempt to sell, any competing non-Beyond Slim programs, products, or services to Beyond Slim Customers or Coaches. Any program, product, or services in the same generic categories as Beyond Slim products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician's offices, health clinics, health clubs, gyms, spas, or beauty salons).
- b) Coaches shall not display Beyond Slim promotional material, sales aids, products, or services with or in the same location as, any non-Beyond Slim promotional material or sales aids, products, or services.
- c) Coaches shall not offer the Beyond Slim opportunity, products, or services to prospective or existing Beyond Slim Customers or Coaches in conjunction with any non-Beyond Slim program, opportunity, product, or service.
- d) Coaches may not offer, present, display or discuss any non-Beyond Slim products, services, or opportunity at any Beyond Slim-related meeting, seminar, convention, webinar, teleconference, or other function.
- e) Produce any literature, audio or video recording or promotional material of any nature (including but not limited to online posts including social media postings and emails) which is used by the Coach or any third person to recruit Coaches or customers to participate in any other Direct Selling Business or Affiliate program;
- f) Engage in any activity that may reasonably be foreseen to draw an inquiry from Beyond Slim's Coaches or customers relating to the Coach's other Direct Selling Business activities, products, or services.

All of these provisions as outlined in this Section 29 shall survive the termination or expiration of the Coach Agreement for a period of two (2) years after such termination or expiration.

30. Liquidated Damages for Violation of the Nonsolicitation Policy. Coaches and the Company agree that if a Coach violates the non-solicitation provision in Section 29, Beyond Slim's damages will be uncertain and difficult to prove. However, the parties stipulate that that liquidated damages in the amount of \$10,000.00 per violation is a reasonable estimate of the injury to Beyond Slim. Therefore, the Beyond Slim and Coaches agree that Beyond Slim shall be entitled to liquidate damages of \$10,000.00 per violation of the nonsolicitation policy (Section 29). Beyond Slim's recovery of liquidated damages shall not restrict Beyond Slim from pursuing and obtaining equitable relief to prevent further violation of the nonsolicitation provision. For purposes of this policy, each Coach or Beyond Slim customer who is a party to a solicitation or who otherwise hears or views a solicitation constitutes a separate violation. Likewise, each separate viewing by the same individual constitutes a separate violation. For example, if a Coach posts a solicitation on a social media page that is viewed by 10 Beyond Slim customers, three of whom view it twice each, the total number of violations is $7 \times 1 + (3 \times 2) = 13$ separate violations. The Company's pursuit of liquidated damages shall not bar the Company from also seeking equitable relief to prevent further damage or from taking disciplinary action.

31. Confidential Information. "Confidential Information" includes, but is not limited to, Organization Genealogy Reports, the identities of Beyond Slim Customers and Coaches, contact information of Beyond Slim customers and Coaches, Coaches' personal and group sales volumes, Coach Title and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of Beyond Slim and constitutes a business trade secret belonging to Beyond Slim. Confidential Information is, or may be available, to Coaches in their respective virtual offices. Coach access to such Confidential Information is password protected, is confidential and constitutes proprietary information and business trade secrets belonging to Beyond Slim. Such Confidential

Information is provided to Coaches in strictest confidence and is made available to Coaches for the sole purpose of assisting Coaches in working with their respective organizations in the development of their Beyond Slim business. Coaches may not use the reports for any purpose other than for developing, managing, or operating their Beyond Slim business. When a Coach participates in other direct selling ventures, he/she is not eligible to have access to Organization Genealogy Reports. Coaches should use the Confidential Information to assist, motivate, and train their organization Coaches. The Coaches and Beyond Slim agree that, but for this Agreement of confidentiality and nondisclosure, Beyond Slim would not provide Confidential Information to the Coach.

To protect the Confidential Information, Coaches shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her virtual office;
- ❖ Use any Confidential Information to compete with Beyond Slim or for any purpose other than promoting his or her Beyond Slim business;
- ❖ Recruit or solicit any Coach or Customer of Beyond Slim listed on any report or in the Coach's virtual office, or in any manner attempt to influence or induce any Coach or Customer of Beyond Slim, to alter their business relationship with Beyond Slim; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Coach's Agreement has been terminated, or whether the Coach is or is not otherwise affiliated with the Beyond Slim. Upon nonrenewal or termination of the Agreement, Coaches must immediately discontinue all use of the Confidential Information and if requested by the Beyond Slim promptly return all materials in their possession to the Beyond Slim within five (5) business days of request at their own expense.

32. Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Coaches. Therefore, during the term of this Agreement (and all renewals thereof), and for a period of 12 calendar months thereafter, Coaches and former Coaches shall not disparage, libel, slander, or make negative or critical comments to any other Coach, customer or third Party regarding Beyond Slim, its management, products or compensation plan. All criticism must be directed exclusively to the Company at support@beyondslim.com.

33. Handling Personal Information. If you receive Personal Information from or about prospective Coaches or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customers, Coaches and prospective Coach's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

34. Limitations on Coach and Household Businesses. A Coach may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Beyond Slim business. No individual may have, operate, or receive compensation from more than one Beyond Slim business. Individuals of the same Household may not enter into or have an interest in more than one Beyond Slim Business. A "Household" is defined as spouses and dependent children living at or doing business at the same address. In order to maintain the integrity of the Beyond Slim Compensation Plan, husbands and wives, common-law couples, or domestic partners (collectively "spouses"), or parents and their adult children (in the same household) who wish to become Beyond Slim Coaches must be jointly

sponsored as one Beyond Slim business. Spouses, regardless of whether one or both are signatories to the Coach Application and Agreement, may not own or operate any other Beyond Slim business, either individually or jointly, nor may they participate directly, indirectly or equitably (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Beyond Slim business in any form. An exception to the one business per Coach per household rule will be considered on a case by case basis if two Coaches marry or in cases of a Coach receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the support@beyondslim.com.

35. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of a Coach engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Coach. "Knowledge" of misconduct is not limited to actual knowledge. If a Coach engages in acts or omissions that the Coach knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Coach, the Coach shall be deemed to have knowledge of the violation.

36. Repackaging and Relabeling Prohibited. Beyond Slim products must be sold in their original packaging. Coaches may not repackage, re-label, or alter the labels on Beyond Slim products. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability. Coaches may affix a personalized sticker with his or her personal/contact information to each product or product container, as long as he or she does so without removing existing labels or covering any text, graphics, or other material on the product label.

37. Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Beyond Slim for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the pay period in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered from the upline Coaches who received bonuses and commissions on the sales of the refunded products.

Beyond Slim reserves the right to withhold or reduce any Coach's compensation as it deems necessary to comply with any garnishment or court order directing Beyond Slim to retain, hold, or redirect such compensation to a third party.

38. Return of Merchandise and Sales Aids by Coaches Upon Cancellation or Termination. Within 30 days from the cancellation or termination of a Coach's Agreement, the Coach may return products and Sales Tools that he or she personally purchased from Beyond Slim within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Louisiana, Massachusetts and Wyoming) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Coach's cancellation or termination. Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Virtual Office fees are not refundable except as may be required under applicable state law.

39. Montana Residents: A Montana resident may cancel his or her Coach Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

40. Louisiana, Massachusetts, and Wyoming Residents: If you cancel your Coach Agreement, upon receipt of your written request, Beyond Slim will refund 90% of the costs you have incurred to participate in the program during the current year.

41. Satisfaction Promise. If you are not completely happy with your Beyond Slim purchase, you may return your item(s) for a full exchange or credit on account within 90 days (less shipping). If you would prefer a refund, it will be deemed to be and treated as a voluntary termination of your Beyond Slim Coach Agreement and the return will be treated as a cancellation return pursuant to Section 38 (above) and you will be converted to Customer status. This satisfaction promise is not applicable to sale items, display items and business supplies and starter kits. Product purchased with Beyond Bucks is not eligible for a refund or return.

42. Other Cancellation Rights. Customers, Preferred Customers, and newly enrolled Coaches have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales receipt.

43. Disciplinary Sanctions. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Coach that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Coach's Beyond Slim business, and/or any other disciplinary measure that Beyond Slim deems appropriate to address the misconduct. In situations deemed appropriate by Beyond Slim, the Company may institute legal proceedings for monetary and/or equitable relief.

44. Indemnification. Coaches agree to indemnify Beyond Slim for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Beyond Slim incurs resulting from or relating to any act or omission by Coach that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Beyond Slim may elect to exercise its indemnification rights through withholding any compensation due the Coach. This right of setoff shall not constitute Beyond Slim's exclusive means of recovering or collecting funds due Beyond Slim pursuant to its right to indemnification.

45. Effect of Cancellation. A Coach whose business is cancelled for any reason will lose all Coach rights, benefits, and privileges. This includes the right to represent yourself as an Independent Beyond Slim Coach, to sell Beyond Slim products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Coach and the Coach's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Coach Virtual Office, replicated website or renewal fees if a Coach's business is cancelled.

46. Voluntary Cancellation. A Beyond Slim Coach has a right to cancel at any time, regardless of reason. Cancellation shall be effective by: (a) submitting written cancellation to the Company at its principal business address or by cancelling his/her business through the Coach Back-Office; (b) the Company may (but is not required to) rely on any public announcement of resignation or cancellation by the Coach (including but not limited to any announcement on social media) as an effective cancellation; (c) failure to pay the Virtual Office annual fee; or (d) Revoking your authorization to contract electronically. If a Coach is also on the Subscribe & Save program, the Coach's Subscribe & Save order shall continue unless the Coach also specifically requests that his or her customer Subscribe & Save Agreement also be canceled.

47. Business Transfers. Coaches in good standing who wish to sell or transfer their business must receive Beyond Slim's prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to the Company at support@beyondslim.com. The request to transfer will be denied if the business is not in good standing or if there is another reasonable basis for denying the request. Prior to transferring a business to a third party, the Coach must offer the Company the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

48. Roll-up of Organization

When a vacancy occurs in an Organization due to the termination of a Beyond Slim business, each Coach in the first level immediately below the terminated Coach on the date of the termination (referred to in this Section as a "First Level Coach") will have the opportunity to qualify to roll up into the position of the terminated Coach provided the prospective First Level Coach has not been in violation of the terms of the Beyond Slim Coach Application and Agreement or any provision of the Policies and Procedures within the previous 12 months.

The roll up will be awarded to the qualified First Level Coach with the highest Paid-As Rank on the date of the termination. In the event of a tie between two or more First Level Coaches, the following criteria will be applied, in the order listed, until the tie is broken:

- ❖ The Coach with the largest number of active personally enrolled active Influencers 1s or higher;
- ❖ The Coach with the most Referral Points in the preceding 12 calendar months.

Prior to any roll up, Beyond Slim may audit the Organization of the First Level Coach who will receive the roll up. If the First Level Coach who would be receiving the roll up has any invalid enrollments or sales (i.e., enrollments or sales obtained in violation of these Policies and Procedures) or has been involved in any Policy violations within the preceding twelve calendar months, such Coach shall be disqualified from receiving the roll up.

49. Transfer Upon a Coach's Death. A Coach may devise his/her business to his/her heirs. Because Beyond Slim cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, L.L.C., partnership, etc.), and Beyond Slim will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Beyond Slim with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Beyond Slim Coach Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

50. Business Distribution Upon Divorce. Beyond Slim is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one Party. Beyond Slim will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Beyond Slim business must also execute and submit a Beyond Slim Coach Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

51. Dissolution of a Business Entity. Beyond Slim is not able to divide commissions among multiple parties, nor is it able to divide an organization. Consequently, if a business entity that operates a Beyond Slim business dissolves, the owners of the business entity must instruct the Company on the identity of the proper Party who is to receive the business. The Beyond Slim business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its Beyond Slim business, it must do so pursuant to Section 47. In addition, the recipient of the Beyond Slim business must also execute and submit a Beyond Slim Coach Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Beyond Slim business will be cancelled.

52. Inducing Coaches to Violate the Agreement. Coaches shall not directly or indirectly induce, encourage, or assist another Coach to violate the Agreement.

53. Reporting Errors. If a Coach believes that Beyond Slim has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Coach's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Beyond Slim shall use its best efforts to correct errors reported more than 60 days after the date of the error, Beyond Slim shall not be responsible to make changes or remunerate Coaches for losses for mistakes that are reported more than 60 days after the mistake occurs.

54. International Activities. Coaches are authorized to promote and/or sell Beyond Slim products and services, and enroll Customers or Coaches only in the countries in which Beyond Slim is authorized to conduct business, as announced in official Company literature (an "Official Country"). Beyond Slim products or sales aids may not be given, transferred, distributed, shipped into, or sold in any Unauthorized Country (see definition below). Coaches may not sell, give, transfer, or distribute Beyond Slim products or sales aids from one Official Country into another Official Country.

Coaches have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

Only after the Company has announced that a country is officially open for business (an "Official Country") may Coaches conduct business in that Official Country by promoting the Company (or related entity) and/or promoting, marketing or selling Products, and enrolling other Coaches or Customers. Coaches are required to follow all laws, rules, and regulations of the Official Country. Coach may use only promotional materials approved by the Company for use in an Official Country and sell only products approved for sale in that country.

In addition, no Coach may, in any Unauthorized Country:

- ❖ advertise the Company, the Compensation Plan, or its products;
- ❖ offer Company products for sale or distribution
- ❖ conduct sales, enrollment, or training meetings;
- ❖ enroll or attempt to enroll potential Customers or Coaches;
- ❖ accept payment for enrollment or recruitment from citizens of countries where Beyond Slim does not

- conduct business;
- ❖ promote international expansion via the Internet or in promotional literature; or
- ❖ conduct any other activity for the purpose of selling Beyond Slim products, establishing a marketing organization, or promoting the Beyond Slim opportunity.

A Coach is solely responsible for compliance with all laws, tax requirements, immigration customs laws, rules, and regulations of any country in which he or she conducts business. Coaches accept the sole responsibility to conduct their independent businesses lawfully within each country in which he or she conducts business.

A Coach's right to receive commissions in a country may be revoked at any time if the Company determines that he or she has not conducted business in particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. A Coach who conducts business internationally agrees to abide by all special policies established by the Company for the specific country or countries in which he or she conducts business.

55. Severance. If any policy is determined to be unenforceable, only the unenforceable policy shall be severed from the Agreement and all remaining policies shall remain in effect.

IMPORTANT E-SIGN NOTICE - CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), requires that you consent to entering into an electronic agreement with Beyond Slim, L.L.C. (hereinafter "Beyond Slim") before the Agreement is executed. Please read the following information carefully.

1. Should you enter into an online Independent Coach Agreement with Beyond Slim, you will not be required to submit a paper application. The entire Agreement between you and Beyond Slim will be evidenced by an electronic record. However, you must consent to the use of an electronic record and must read the Terms and Policies of the Coach Agreement, the Dispute Resolution and Arbitration Policy, the Business Entity Addendum (if you are enrolling as a business entity), and the Compensation Plan during the enrollment process and electronically acknowledge that you have read these documents.

2. To access these documents and submit your online application, you will need a personal computer with Internet access, Internet browser software and PDF reader software.

3. You may withdraw your consent to the use of electronic records at any time. However, should you do so, your Coach Agreement will be automatically terminated and you will lose all rights to any downline organization (including but not limited to any property rights you may have), and you will lose all rights to all remuneration under the Beyond Slim Compensation Plan. Should you wish to withdraw your consent to the exclusive use an electronic agreement (and thereby terminate your Agreement with Beyond Slim), or update any of your personal information, you must submit your withdrawal to support@beyondslim.com.

4. Should you wish to obtain a paper copy of the Agreement, including the Terms and Conditions, Policies and Procedures, the Dispute Resolution and Arbitration Agreement, the Back-Office Terms of Use, and/or Compensation Plan, please send an E-mail requesting those documents to support@beyondslim.com. Your request must include your name, your Coach identification number, your mailing address, and your E-mail address. Upon receipt of such a request, Beyond Slim will mail you the then current version of each document. You will be charged \$1.00 per page for this service with a minimum charge of \$10.00.

5. You agree that Beyond Slim may amend the Coach Agreement and all documents incorporated therein at its sole discretion upon proper notice as specified in those documents. You may also access the version of these documents that were in effect at the time you executed your electronic Agreement. Any outdated documents are archived by Beyond Slim and are available by contacting Beyond Slim at support@beyondslim.com. The most current version of the Terms and Conditions, the Policies and Procedures, and the Compensation Plan are always available in your Beyond Slim Back-Office for viewing, printing, and downloading.

6. Should there ever be a change in the equipment or software necessary to access the Coach Agreement and the documents incorporated therein, Beyond Slim will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may voluntarily terminate your Agreement with Beyond Slim.

BEYOND SLIM ARBITRATION & DISPUTE RESOLUTION POLICY

1. **Dispute Resolution.** If a dispute between an independent Coach for Beyond Slim and Beyond Slim, L.L.C. ("Beyond Slim" or the "Company") arises from or relates to the Agreement, the Beyond Slim business, or the rights and obligations of either Party, the parties shall resolve the dispute as set forth in this Dispute Resolution Provision.

a. **Stages of Dispute Resolution & General Dispute Resolution Procedures.** Disputes between the Company and a Coach(es) that arise from or relate to the Agreement, the business operated by the Coach, or the opportunity offered by the Company shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) trial before a court for claims under \$50,000.00 so long as equitable relief is not sought (except as set forth below), or binding arbitration if the claim is for \$50,000.00 or more or if equitable relief is claimed. **IF A CLAIM SEEKS DAMAGES FOR \$50,000.00 OR MORE OR SEEKS EQUITABLE RELIEF (EXCEPT AS SET FORTH BELOW), THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.** The following shall apply to all proceedings under this dispute resolution provision:

- Any claim a party has against the other must be brought within one year from the date on which the act or omission giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing the one-year limitation of actions provisions in this provision shall be tolled until the completion of the mediation phase of this provision and for ten calendar days thereafter.
- At no time prior to the negotiation and mediation procedures below are completed shall either Party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this dispute resolution provision.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.
- Informal negotiations and mediation shall occur in Phoenix, Arizona unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either Party requests such.
- Each Party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.
- If litigation is filed in court the action may be brought in the jurisdiction in which either Party resides or has its principal place of business.
- If arbitration is filed all arbitration proceedings shall be filed and held in Phoenix, Arizona.

Step 1 - Informal Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or the Company's business promptly by negotiation between the aggrieved Coach(es) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this policy. A party may, at its election, choose to be accompanied in such negotiation by an attorney. If one Party elects to have its attorney present, the other Party must also agree to have its attorney present if that Party has retained counsel.

To institute the negotiation process, either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that Party (if applicable), or the name of the Coach and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within 20 days after delivery of the notice, the parties, and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one Party requests that the meeting be held telephonically.

Unless otherwise agreed in writing by the negotiating parties, mediation may be commenced one business day following the close of the negotiation phase described above. The negotiation phase is "closed" when one Party notifies the other in writing that it considers the negotiation "closed." Such closure shall not preclude continuing or later negotiations if desired by both parties.

Step 2 – Mediation. If the parties are unsuccessful in resolving their dispute through good faith negotiation, they shall seek to resolve the dispute through mediation. If a party elects to pursue mediation, the Party shall submit a written request for mediation to the other Party within 10 calendar days after the negotiation phase is completed. The parties shall have 10 calendar days following such request to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS to have a neutral mediator appointed.

Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator.

Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties.

Step 3(a) – Claims for under \$50,000.00 with no claim for equitable relief. Claims for less than \$50,000.00 and in which equitable relief is NOT sought may be brought pursuant to the arbitration provision below if the parties agree. If the parties do not agree, a claim may be brought before the small claims or district courts in the county in which either Party resides or has its principal place of business.

Step 3(b) – Claims for \$50,000.00 or more or claims seeking equitable relief - Confidential Arbitration. If a claim seeks \$50,000.00 or more, or seeks equitable relief, and the parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration as set forth below.

Step 3(c) - Public Equitable Relief. If public equitable relief is authorized by federal or state statute, the parties agree that an action may be brought before the district court in the county in which either Party resides or has its principal place of business so long as: (a) the relief sought is

limited to public equitable relief that is authorized by federal or state statute; and (b) the public equitable relief is unavailable through arbitration proceedings. The confidentiality provisions and corresponding liquidated damage provisions for breach of confidentiality provision contained in this dispute resolution provision shall remain in effect for claims and actions asserted under this Step 3(c) unless an action is brought before a court as specifically permitted pursuant to this subsection and the disclosure is related solely to material that is not filed with the court under seal.

b. JAMS to Administer Arbitration. The arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at <http://www.jamsadr.com/rulesclauses/xpqGC.aspx?xpST=RulesClauses>. Copies of JAMS Rules and Procedures will also be emailed to Coaches upon request to Beyond Slim's customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;
- An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based;
- Any dispute relating to whether the dispute is subject to arbitration shall be decided by through arbitration.

c. Confidentiality. With the exception of discussing the claims with bona fide witnesses to the dispute, neither Party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the dispute resolution process unless a specific exemption contained in this dispute resolution provision applies.

d. Arbitration Opt-Out. If a Coach does not want to be subject to this Arbitration Provision may opt out by notifying Beyond Slim in writing of its desire to opt out of this Arbitration Provision within 30 days of the Coach's execution of the Agreement. Acceptable forms of notice include sending electronic mail to support@beyondslim.com.

e. Liquidated Damages for Breach of the Confidentiality Obligation. If a Party violates its confidentiality obligations under this arbitration provision, the nonbreaching Party shall incur

significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, agents, or a proxy of a party breaches the confidentiality provision of this dispute resolution provision, the following shall apply:

- The non-breaching Party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, or \$50,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence, claims or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. **The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND**
 - **Breach of the confidentiality provision by disseminating or publishing information described in subparagraph c. above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching Party's right to pursue the claim(s) and/or defense(s) against the non-breaching Party, and shall entitle the non-breaching Party to a default judgment against the breaching Party.**
- f. **Emergency Relief.** Either Party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights, including but not limited to protecting its rights pursuant to the non-solicitation provisions of these policies. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%202>, or by contacting the Company at support@beyondslim.com.
- g. **Disputes Not Subject the Three-Step Dispute Resolution Procedure.** A party need not go through the informal negotiation or mediation steps in the following situations:
- **Action to Enforce Arbitration Award or Order.** Either Party may bring an action in a court properly vested with jurisdiction to enforce an Arbitration award or order, including but not limited to an order for emergency relief.
 - **Petitions for Emergency Relief.** If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this arbitration provision without engaging in the negotiation provision mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.
 - **Public Equitable Relief.** If public equitable relief is authorized by federal or state statute, an action may be brought before a court properly vested with jurisdiction over the parties so long as: (a) the relief sought is limited to public equitable relief that is authorized by

federal or state statute; and (b) the public equitable relief is unavailable through arbitration proceedings.

- **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step dispute resolution process prior to imposing disciplinary sanctions for violation of the Agreement.

h. Remedies. Remedies available to you under U.S. federal laws, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.

2. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the Beyond Slim business, or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other Party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as a Coach. Submit your written opt-out notice to the Company at support@beyondslim.com.

3. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these policies, the law of the State of Arizona without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

4. Damages for Wrongful Termination. In any case which arises from or relates to the wrongful termination of a Coach's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Coach's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Coach's sole remedy shall be liquidated damages calculated as follows:

- For Coaches earning up to \$240,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of one times their gross compensation that he/she earned pursuant to Beyond Slim's Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Coaches earning between \$240,000.01 and \$600,000.00 during the 12 calendar months prior to termination, liquidated damages shall be in the amount of two times their gross compensation that he/she earned pursuant to Beyond Slim's Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Coaches earning more than \$600,000.00 in the 12-calendar months prior to termination, liquidated damages shall be in the amount of three times his/ her gross compensation that he/she earned pursuant to Beyond Slim's Compensation Plan in the twelve (12) months immediately preceding the termination, but not to exceed \$1,500,000 in total.

5. **Damage Waiver.** In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a Party's right to recover liquidated damages as set forth in these Terms & Policies.
6. **Severance.** If any provision of this policy is deemed unenforceable or void, only such limited provision, or portion of such provision, as is held unenforceable or void shall be severed from the policy, and all remaining provisions shall remain in effect.
7. **Louisiana Residents.** The dispute resolution provisions in these Policies shall apply to Louisiana residents with the exception that Louisiana residents may bring arbitration against Beyond Slim in his/her home forum and pursuant to Louisiana law.