

Beyond Slim™ Coach Terms & Policies

1. The Agreement. The term “Agreement” collectively refers to these Terms and Policies, the Beyond Slim Compensation Plan, the Arbitration & Dispute Resolution Agreement, 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, LLC 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.

2. W-9 Form Required. You must submit an IRS 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 Back-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 Back-Office. If you do not agree to any amendments, your

sole recourse is to cancel your Beyond Slim Agreement.

5. Coaches’ Rights. Coaches for Beyond Slim, LLC, (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.

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 multilevel marketing 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 Back-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. 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. To process sales or enrollments, a social media site must link only to the Coach's Beyond Slim replicated website, Beyond Slim's corporate website or an official Beyond Slim corporate social media page.

- 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.
- 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 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 nonsolicitation 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 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.

16. 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, but such 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 website.

Beyond Slim reserves the right to rescind approval for any approved 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.

17. 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 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.

18. 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).

19. 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.

20. 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 downline 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.**

21. 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.

22. 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 for Beyond Slim;
- 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 Daily Power Habits advocated by Beyond Slim, 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 suffered by the individual making the testimonial, including but not limited to diabetes claims and LDL cholesterol reduction or increased HDL cholesterol claims.

23. 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 "life-

style” 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.

24. 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, and sales skill. 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’s 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’ll build your downline for you.
- The Company does all the work for you.
- You don’t 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, and sales skill.

25. Media Inquiries. Coaches must not interact with the media regarding the Beyond Slim business or products. All inquir-

ies from the media, including radio, television, print, online, or any other medium, shall be directed to Beyond Slim’s marketing department.

26. Nonsolicitation. Beyond Slim Coaches are free to participate in other direct selling businesses. However, during the term of this Agreement and for one year thereafter, a Coach may not directly or indirectly Recruit other Beyond Slim Coaches or customers for any other direct selling business or affiliate program. The term “Recruit” means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Beyond Slim Coach or customer to enroll, purchase merchandise, or participate in another direct selling business in any way, and the term “direct selling business” means any sales program that sells goods or services to consumers through independent contractors who do not occupy a physical retail location. This conduct constitutes Recruiting even if the Coach’s actions are in response to an inquiry made by another Coach or customer.

If a Coach is engaged in another 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 all other businesses and/or direct selling businesses. To this end, the Coach must not:

- Display Beyond Slim promotional material, sales aids, or products with or in the same location as, any non-Beyond Slim promotional material or sales aids, products or services;
- Offer the Beyond Slim opportunity, products or services to prospective or existing customers or Coaches in conjunction with any non-Beyond Slim program, opportunity or products.
- Offer, discuss, or display any non-

Beyond Slim opportunity, products, services or opportunity at any Beyond Slim-related meeting, seminar, convention, webinar, teleconference, or other function;

- Produce any literature, audio or video recording or promotional material of any nature (including but not limited to social media postings and emails) which is used by the Marketing Executive or any third person to recruit Coaches or customers to participate in any Direct Selling business or Affiliate program;
- 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 or products.

27. Liquidated Damages for Violation of the Nonsolicitation Policy. Coaches and the Company agree that if a Coach violates the non-solicitation provision in policy 26, 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. 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.

28. Confidential Information. "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to Beyond Slim's Coaches and/or customers: (a) that is contained in or derived from any Coach's respective Coach Back-Office; (b) that is derived from any reports issued by Beyond Slim to Coaches to assist them in operating and managing their Beyond Slim business; and/or (c) to which a Coach would not have access or would not have acquired but for his/her affiliation with Beyond Slim. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Beyond Slim and is provided to Coaches in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than a Coach's use in building and managing his/her Independent Beyond Slim business.

29. 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.

30. 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.

31. Limitations on Coach and Household Businesses. Coaches may own, operate, control, or have an interest in, only one Beyond Slim business, and there may be only one Beyond Slim business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

32. 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.

33. Tampering With Product Packaging. Beyond Slim products must be sold in their original packaging. Coaches shall not alter the original packaging or labeling.

34. 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.

35. 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 non-returnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Back

Office and Replicated website fees are not refundable except as may be required under applicable state law.

36. 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.

37. 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.

38. Satisfaction Promise. If you're not completely happy with your Beyond Slim purchase, you may return your item(s) for a refund within 90 days for a full refund (less shipping). This satisfaction promise is not applicable to sale items, display items and business supplies and starter kits. Abusive returns by Coaches will result in the cancellation of the Coaches' Beyond Slim business and the return will be treated as a cancellation return pursuant to policy 35. Product purchased with product credits is not eligible for a refund or return.

39. 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.

40. 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.

41. 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.

42. 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 Back-Office, replicated website or renewal fees if a Coach's business is cancelled.

43. 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 Back-Office and Replicated Website fees; 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.

44. 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.

45. 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, LLC, 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.

46. 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.

47. Dissolution of a Business Entity. Beyond Slim is not able to divide commissions among multiple parties, nor is it able to divide a downline 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 policy 43. 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.

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

49. 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.

50. International Activities. Coaches may not sell Beyond Slim products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

51. 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 REC-
ORD**

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, LLC (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 agree-

ment (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

52. **Dispute Resolution.** If a dispute between an independent Coach for Beyond Slim and Beyond Slim, LLC (“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 cas-

es 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/xpGC.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 pro-

cess 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 hello@redaspenslove.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.
- 53. 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.
- 54. 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.
- 55. 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. There-

fore, 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 \$60,000.00 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 \$60,000.00 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 \$500,000 in total.

56. 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.

57. 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.

58. 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.