



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 Coach Guidelines. 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 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.

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. 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 IRS 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 which 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.
- ❖ Any conduct in violation of Beyond Slim policies, rules and/or guidelines used to manipulate the Compensation Plan for the purpose of qualifying for bonuses and/or commissions.

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, LLC. 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

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 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 take 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 non-solicitation provision in Policy 29.
 - ❖ 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 Direct Selling 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. *This obligation continues indefinitely even after an Independent Coach Agreement is no longer in force for any reason.*

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 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'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, 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. Non-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 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) Coaches shall not 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;
- f) Coaches shall not 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 Non-solicitation 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, Beyond Slim and Coaches agree that Beyond Slim shall be entitled to liquidate damages of \$10,000.00 per violation of the non-solicitation 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 non-solicitation 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 Beyond Slim promptly return all materials in their possession to Beyond Slim within five (5) business days of request at their own expense.

32. Participation in Affiliate Programs. An "Affiliate Program" is defined as a marketing program that offers a product discount to a participant and allows the participant the ability to share a link with others in order to earn a direct commission. Per this definition, an Affiliate Program does not pay any commissions/bonuses on multiple generations of Affiliates or building a Team or Organization. If the Affiliate program pays beyond that first level Affiliate, it shall be considered a Direct Selling company and subject to our policies regarding Direct Selling companies, not to this Affiliate policy.

Coaches may participate in "Affiliate Programs" with companies outside of the direct sales channel under the following conditions:

- a. The product being promoted is not a nutritional or wellness product; and
- b. Coaches cannot directly solicit or initiate the sale of any "Affiliate" product to Beyond Slim Coaches or Customers who were not Personally Enrolled by the Coach; and
- c. Coaches may not post links or advertise the products on any social media page/group previously or currently used by Beyond Slim Coaches or Customers.

33. 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 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.

34. 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.

35. 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 and any approval from Beyond Slim must be in writing.

36. 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.

37. 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.

38. 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.

39. 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 have 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.

40. 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.

41. 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.

42. Satisfaction Promise. If you are not completely happy with your Beyond Slim purchase, you may return your item(s) for an exchange, credit on account or refund within 30 days of receipt of your product. 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 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.

43. 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.

44. Corrective Measures: All of the policies in this Statement of Policies, the provisions of the Independent Coach Agreement and any other agreements entered into by and between Beyond Slim and Coaches are material terms to the agreement between Beyond Slim and Coaches. A Coach's violation of any of the terms and conditions of any of these agreements or the Statement of Policies or any illegal, fraudulent, deceptive, or unethical conduct by a Coach may result, at Beyond Slim's discretion, in one or more of the following corrective measures:

- (a) termination of his or her Independent Coach Agreement;
- (b) cease to pay any further commissions or bonuses indefinitely;
- (c) issuance of a written warning or admonition;
- (d) imposition of a fine, which may be imposed immediately or withheld from future commissions and/or bonuses;
- (e) reassignment of all or part of his/her Marketing Organization;
- (f) suspension of his/her Independent Coach Agreement for one or more months; or
- (g) any other measure expressly stated within any of the policies set forth in the Statement of Policies, any provision of the Independent Coach Agreement and any other agreements entered into by and between Beyond Slim and Coaches.

Beyond Slim has the right to withhold from a Coach all bonuses and commissions during the period that Beyond Slim is investigating the alleged violative conduct of the Coach. If a Coach's Independent

Agreement is terminated due to a violation preceding the investigation, the Coach will not be entitled to any commissions or bonuses withheld by Beyond Slim during the investigation period.

The parties agree that all claims or disputes regarding the enforcement of this Policy 44 may include an award of damages and/or injunctive relief. To the extent permitted by law, damages for claims or disputes regarding this Policy 44 shall include, but are not limited to, reasonable attorneys' fees and costs.

45. 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.

46. 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.

47. 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.

48. 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@beyonddslim.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.

49. Roll-up of Organization Beyond Slim considers roll-ups to be an important aspect of operating a healthy Beyond Slim business. However, receiving a roll-up is not a right for a Coach under any circumstances. Any roll-ups, if they occur at all, will be at the sole discretion of Beyond Slim.

50. 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.

51. 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 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.

52. 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.

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

54. 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 alleged 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.

55. 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 a 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.

56. 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, 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 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. **Purpose.** The purpose of this Arbitration and Dispute Resolution Policy (“Dispute Resolution Policy”) is to provide each independent Coach and Beyond Slim LLC (“Beyond Slim” or the “Company”) (each a “Party” and together the “Parties”) with an efficient means of resolving any dispute, including legal claims, that might arise between them. This Dispute Resolution Policy is incorporated into and is part of the “Agreement,” as defined by Section 1 of the Coach Terms & Policies.

2. **Exclusive Means of Resolving Disputes and Legal Claims.** With the sole exception expressed in Section 2(c) below, this Dispute Resolution Policy sets forth the exclusive means of resolving any and all disputes, including legal claims, that arise out of or relate to the Parties’ business relationship (a “Dispute” or “Disputes”). Disputes thus include, without limitation, (i) any legal claim either Party might want to make that arises out of or relates to the Agreement, (ii) any legal claim an independent Coach might want to make against the Company and/or the Company’s owners, officers, directors, agents, or employees if the claim arises out of or relates to the Parties’ business relationship, and (iii) any legal claims the Company might want to make against the Coach and/or any person affiliated with the Coach’s business if the claim arises out of or relates to the Parties’ business relationship. All such persons are intended to be beneficiaries of this Dispute Resolution Policy. For the avoidance of doubt, neither Party needs to follow this Dispute Resolution Policy in taking action contemplated or allowed by the Agreement (e.g., the exercise of cancellation rights or the imposition of disciplinary sanctions), but this Dispute Resolution Policy does apply if the other Party contends that such action is a violation of the Agreement. With the exception noted in Section 2(c) for resolution of Disputes by a court (but not by a jury), BOTH THE COACH AND BEYOND SLIM ARE WAIVING THEIR RIGHTS TO HAVE DISPUTES WITH AND AGAINST ONE ANOTHER DECIDED BY A COURT OR A JURY.

a. **Step One: Discussion and Negotiation.** With the sole exception expressed in Section 2(c) below, this step (“Step One”) applies to all Disputes. The Parties shall first attempt to resolve any Dispute, including legal claims, by engaging in discussion and negotiation. Specifically, the Party that claims to be aggrieved, including by claiming that its legal rights have been violated (the “Claiming Party”), shall give the other Party (the “Responding Party”) written notice of the issue in question and what it wants the Responding Party to do to resolve the Dispute. The Parties shall then, for at least ten (10) business days, engage in good-faith discussion and negotiation in an effort to resolve the Dispute. Assuming compliance with this Section 2(a), Step One ends when the Parties resolve the Dispute or either Party gives the other Party written notice that it considers Step One to have ended.

b. **Step Two: Arbitration.** This step (“Step Two”) applies only to legal claims. If the Dispute is not resolved at Step One, the Claiming Party may initiate arbitration proceedings with the American Arbitration Association (“AAA”) under AAA’s Commercial Arbitration Rules (the “AAA Rules”). The requirements of Step Two (arbitration) are set forth in Section 3 below.

c. **Exception: Injunctions and Related Proceedings.** Notwithstanding the above provisions, if either Party contends that it is entitled to a temporary restraining order (TRO) and/or

injunctive relief under applicable law, such Party may, at its option and without going through Step One, initiate such legal action (i) as an arbitration proceeding with AAA under the AAA Rules, or (ii) in the state or federal courts located in Maricopa County, Arizona. Both Parties consent irrevocably to venue and jurisdiction in such courts. At the conclusion of any TRO or preliminary injunction proceedings in such courts, the initiating Party may, at its option, continue to prosecute such Party's claims in the court where the TRO or preliminary injunction proceedings occurred or may prosecute such claims as an arbitration proceeding with AAA. If the initiating Party elects to remain in court, the Dispute will be tried to the judge presiding over the matter and not to a jury. This is the only exception to the requirement that Disputes be resolved according to the arbitration provisions of this Dispute Resolution Policy.

3. Specific Terms and Procedures of Step Two (Arbitration). The following terms shall govern Step Two.

a. Initiation of Arbitration Proceedings and Arbitrator Selection. The Claiming Party shall initiate arbitration proceedings by (i) providing the Responding Party with a written statement of the Claiming Party's legal claims, and (ii) filing for an arbitration proceeding with AAA (adr.org). The Parties will follow AAA's arbitrator selection process. The arbitrator shall be a licensed lawyer on AAA's panel of arbitrators in Maricopa County, Arizona.

b. Timeliness. This Dispute Resolution Policy shall not shorten or lengthen the amount of time any Party has to bring legal claims under applicable statutes of limitation, and the date an arbitration or court proceeding is initiated will be deemed the date of filing for purposes of timeliness determinations.

c. Discovery. The Parties will have all rights to conduct discovery that they would have under the Federal Rules of Civil Procedure, although they will cooperate to make such discovery as efficient as reasonably possible. The presumptive discovery period, subject to adjustment in the arbitrator's discretion, shall be no longer than six (6) months.

d. Motions. The Parties will have all rights to file motions that they would have under the Federal Rules of Civil Procedure. There will be no presumption for or against the granting of any motions, including dispositive motions, merely because the Parties are in arbitration.

e. Hearing. The arbitration hearing shall be conducted in Maricopa County, Arizona. The Parties will cooperate to make the hearing as efficient as reasonably possible, including by stipulating to undisputed facts and the admissibility of exhibits. The Parties will submit closing arguments in the form of post-hearing briefs, which may be defined and limited by the arbitrator.

f. Arbitrator's Authority and Decision. The arbitrator, and not any court, shall have the exclusive authority to decide all issues of arbitrability, including whether the agreement stated by this Dispute Resolution Policy is enforceable and covers the claims at issue. Further, the arbitrator shall have the full authority to grant any Party any relief such Party could recover in a judicial action brought in court, and shall, within the express terms of this Dispute Resolution Policy, have the same broad authority to manage the arbitration proceedings as a district court judge would have to manage litigation in federal court. In interpreting the Agreement, including

this Dispute Resolution Policy, the arbitrator shall not apply any rule of contract interpretation to construe the Agreement's terms against the Agreement's drafter. The arbitrator will be asked to produce a written decision and award explaining the arbitrator's disposition of the legal claims being arbitrated, but will not be asked to produce findings of fact and conclusions of law.

g. Finality and Confirmation of Award. Except as may be provided by applicable law (see Section 4 below), the arbitrator's award shall be final and binding. If the arbitrator awards either Party any relief, the non-prevailing Party shall have thirty (30) calendar days following issuance of the arbitrator's final award in which to satisfy the award in full. If the non-prevailing Party does so, the arbitration proceeding will be complete. If the non-prevailing Party does not do so, and does not timely appeal the award upon such limited grounds for appeal as may be available under applicable law (again, see Section 4 below), the prevailing Party may seek confirmation of the award, and judgment upon the award, in the federal or state courts located in Maricopa County, Arizona (and both Parties consent to jurisdiction and venue in such courts), and may seek an award of attorneys' fees and costs incurred in connection with such action.

h. Costs of Arbitration and Attorneys' Fees. The Parties will share equally the administrative costs of arbitration and the arbitrator's fee unless doing so imposes a burden on the Coach that effectively prohibits the Coach from participating in the arbitration, in which case the arbitrator shall have the discretion to apportion responsibility for paying the administrative costs and the arbitrator's fee. Both Parties will have the right to be represented by counsel throughout the arbitration process and will be responsible for paying their own attorneys' fees during that process. The arbitrator shall make an award of attorneys' fees and costs as follows: (i) in an action to enforce the Agreement by either Party, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees and all costs of arbitration; and (ii) in any action where attorneys' fees and/or costs may be awarded to the prevailing Party under applicable law, the arbitrator may do so just as a district judge would have the authority to do so.

i. No Class or Collective Claims. Coaches may only arbitrate legal claims on their own behalf. Coaches may not arbitrate legal claims in conjunction or combination with others, including as part of a claimed class or collective action. **NO COACH WILL PARTICIPATE IN A CLAIMED CLASS OR COLLECTIVE ACTION, WHETHER INITIATED AS AN ARBITRATION OR IN COURT, THAT IN ANY WAY ARISES OUT OF OR RELATES TO THE COACH'S BUSINESS RELATIONSHIP WITH BEYOND SLIM.**

4. Governing Authorities. Any state law questions that apply to any Dispute between the Parties, including state law questions concerning the formation and enforceability of this Dispute Resolution Policy, shall be governed by Arizona law. In all other respects, this Dispute Resolution Policy and the arbitration proceedings for which it provides shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, the AAA Rules, and this Dispute Resolution Policy. If the AAA Rules conflict with this Dispute Resolution Policy, this Dispute Resolution Policy shall govern to the maximum extent possible.

5. For Louisiana Residents. All provisions of this Dispute Resolution Policy apply to Louisiana residents except that (i) arbitration or court proceedings shall take place in Louisiana

(either with AAA or a court of competent jurisdiction under Section 2(c) above), and (ii) any state law questions that apply to any Dispute between the Parties shall be governed by Louisiana law.

6. Severability. If the arbitrator or a court finds that any provision, or part of any provision, in this Dispute Resolution Policy is unenforceable, the arbitrator or court shall sever that provision, or part of a provision, and enforce the rest of this Dispute Resolution Policy. Similarly, if any provision necessary for the reasonable effectuation of the purpose of this Dispute Resolution Policy is found to be unenforceable, the arbitrator or court shall impose a substitute provision that effectuates that purpose (e.g., if, despite the fact that the Company is headquartered in Arizona, applicable law precludes forum selection in Arizona or the application of Arizona law, then any arbitration or court proceeding shall occur in the state permitted by applicable law and/or the law of such different state shall apply).

7. Entire Agreement. This Dispute Resolution Policy states the entire agreement between the Parties about how Disputes between or involving them shall be resolved. A failure to follow the requirements of this Dispute Resolution Policy by any Party is a breach of contract and the Party who obtains enforcement of this Dispute Resolution Policy shall receive an award of reasonable attorneys' fees and costs incurred in doing so. Such award shall be made, and the Party against whom such award is made shall satisfy the award, immediately and separately from resolution of the underlying Dispute.