TEAM BEACHBODY®

Coach Application

Please print clearly in blue or black ink. **Please note that this Application can't be processed unless all fields are completed.**

400 N. Continental Blvd., Suite 400, El Segundo, CA 90245
Phone: 1 (800) 240-0913 Fax: 1 (213) 201-7225

☐ If you are an active member of the military, please check this box and list your title and branch of service. _____
Upon verification of application, active members of the military will have the cost of the Game Plan Tools Kit waived.
In addition, the monthly Business Service Fee will be waived for the duration of their active duty.

☐ Yes ☐ No Are you a Team Beachbody® Customer? If so, please include your customer number here: _____

APPLICANT INFORMATION

First Name | Last Name

Business entity name (if you will operate your business under a company, LLC, or corporation) N/A

Social Security Number | Federal Tax ID Number (if operating under a business entity) N/A

Residence Address

City, State, and ZIP code

Billing Address (if different from residence address)

City, State, and ZIP code

Shipping Address (if different from residence address)

City, State, and ZIP code

Phone | Fax

Email | Date of Birth

SPONSOR INFORMATION

Name Mike Davis

ID Number 79150 | Screen Name TheNrgizer

Address 102 Silkgrass Way

City, State, and ZIP Code Clayton, NC 27527

Phone 919-649-2830 | Fax

Email Changeufitness@aol.com

Sponsor's Signature *Michael Davis*

By signing this Application and Agreement, I agree to fulfill my obligations as the Sponsor of the applicant as described in the Team Beachbody Policies and Procedures. I certify that I have provided the most current version of the Team Beachbody Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing the Agreement.

Business Entity – If your account will be owned by a business entity, you must complete the Business Entity Application and submit it together with this completed Application and Agreement.

Welcome! You're on your way to officially becoming a Team Beachbody Coach—and the CEO of your own health and fitness business. Begin YOUR Success Story with a Beachbody Challenge Pack. As a Coach, you won't "sell miracles." You'll share successes! Choose a Challenge Pack below so you can experience REAL results firsthand. You'll find that telling your own story is much more powerful than any sales script.

Choose a Challenge Pack! Price includes a fitness program, your favorite Shakeology®, 30-day trial membership to the Team Beachbody Club, Game Plan Tools Kit, and Business Essentials Starter Program. If Challenge Pack is not purchased, you will be automatically enrolled with the Game Plan Tools Kit and Business Essential Starter Program.

CHOICE OF FITNESS PROGRAM (PICK 1)

- **TONY HORTON**
  - ☐ Power 90® $160
  - ☐ P90X® $205
  - ☐ P90X2® $205
  - ☐ 10-Minute Trainer® $180
- **SHAUN T**
  - ☐ INSANITY: THE ASYLUM® $180
  - ☐ INSANITY® $205
  - ☐ Hip Hop Abs® $160
- **CHALENE JOHNSON**
  - ☐ ChaLEAN Extreme® $180
  - ☐ Turbo Jam® $160
  - ☐ TurboFire® $205
- **LEANDRO CARVALHO**
  - ☐ Brazil Butt Lift® $160
- **LES MILLS**
  - ☐ LES MILLS PUMP $245
- **SAGI KALEV**
  - ☐ Body Beast® $220
- **DR. MARK CHENG**
  - ☐ Tai Cheng™ $205
- **DEBBIE SIEBERS**
  - ☐ Slim in 6® $160
- **DONNA RICHARDSON JOYNER**
  - ☐ Body Gospel® $180
- **BRETT HOEBEL**
  - ☐ RevAbs® $180
- **BEACHBODY ULTIMATE RESET™**
  - ☐ $305

Note! Business Service Fees
As a Coach, you'll have instant access to a network of more than 82,000 Coaches and an additional 600,000 Team Beachbody Club members! To make sure your business, Web sites, and detailed reporting stay up and running, we require a small monthly fee of $1.95. Your credit card will be automatically charged once per month. You can cancel at any time to avoid future charges.

CHOICE OF SHAKEOLOGY—YOUR FAVORITE FLAVOR DELIVERED VIA HOME DIRECT* (PICK 1)

Chocolate ☐ 30-day bag Greenberry ☐ 30-day bag

Chocolate Vegan ☐ 24 packets ☐ 30-day bag

Tropical Strawberry ☐ 24 packets ☐ 30-day bag Chocolate/Greenberry ☐ 12/12 combo

30-day FREE trial membership in the Team Beachbody VIP Club**
Game Plan Tools Kit & Business Essentials Starter Program

☒ ***GAME PLAN TOOLS KIT & BUSINESS ESSENTIALS STARTER PROGRAM ONLY***

GAME PLAN TOOLS KIT:
Accelerate your success from day 1! The Game Plan Tools Kit has been specifically designed to give you all the essentials you'll need to build a powerful Team Beachbody business. This CD/DVD set includes:

- Beachbody's most popular sharing videos
- How-to instructions for holding great events
- Support materials you'll need to get started now

BUSINESS ESSENTIALS STARTER PROGRAM:

- First month's service fee
- Customizable Web site that can act as your online store
- Online support from Team Beachbody community

Payment Information (Participation requires payment by credit card) ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Card Number _____ Expiration Date _____ CVV (security code) _____

Name As It Appears on Card _____ Authorized Signature _____

Address Where Card Statement Is Mailed _____

I expressly authorize Team Beachbody/Beachbody, LLC, to charge the credit card number above for all charges indicated on this Application and Agreement.

I have carefully read the terms and conditions on the back of this Application and Agreement, the Team Beachbody Policies and Procedures, and the Team Beachbody Compensation Plan (available online at **TeamBeachbody.com** or provided upon request), and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Independent Team Beachbody Coach business at any time, with or without reason, by sending written notice to the company at the address listed above. I further understand and agree that Team Beachbody may terminate this Agreement, with or without reason, upon 30 days' advance notice to me. By signing below, I certify that I am at least 18 years of age and that I have the right to enter into this Agreement and execute this Application. Application information is subject to verification for proper registration. Applicants will be contacted with any discrepancies and will have 72 hours from notification to cure.

Authorized Signature _____ Date _____

You, the buyer, may cancel this transaction and obtain a refund of all charges paid at any time prior to midnight of the 3rd business day after the date of this transaction (the 5th business day for Alaska residents). See the reverse side of this form for an explanation of this right.

Mail the completed, signed original Application and Agreement to: Team Beachbody, 400 Continental Blvd., Suite 400, El Segundo, California 90245, or fax to 1 (213) 201-7225. If this application is faxed, you must fax both the front and back of the application. Please allow up to 48 hours for processing of this application.

*You'll automatically receive a new 30-day supply bag every month for only $69.96 per month (or $97.46 if you choose Tropical Strawberry), shipped free and billed to the credit card you provide on this application, until you cancel. To cancel, call Customer Service at 1 (800) 240-0913.

**NOTE: VIP Club membership offer is not available to current Team Beachbody VIP Club members. For all others, after your first 30 days, you will be automatically charged to continue your membership at a cost of $2.99 per week, billed $38.87 quarterly to the credit card you provide on this application. You can cancel anytime by calling Customer Service at 1 (800) 240-0913.

Rev. 06/26/12

Terms and Conditions

1. I understand that as an independent Coach for Team Beachbody through Beachbody, LLC ("Team Beachbody" or the "Company"):
   a. I have the right to offer for sale Team Beachbody products and services in accordance with this Agreement.
   b. I have the right to enroll and sponsor persons in Team Beachbody.
   c. If qualified and confirmed by Team Beachbody, I have the right to earn commissions pursuant to the Team Beachbody Compensation Plan.
   d. I will at all times comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations.
2. I agree to present the Team Beachbody Policies and Procedures and Compensation Plan and Team Beachbody products and services accurately and solely as set forth in official Team Beachbody literature.
3. I agree that as a Team Beachbody Coach I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Team Beachbody. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TEAM BEACHBODY FOR FEDERAL OR STATE TAX PURPOSES AND IT IS MY RESPONSIBILITY TO PAY ANY FEDERAL OR STATE INCOME TAXES THAT I MAY OWE.** Team Beachbody is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I further understand and agree that my participation as a Team Beachbody Coach is voluntary, and that Team Beachbody has not provided me any promises or guarantees of any levels of success or compensation.
4. I have carefully read and agree to comply with this Agreement (including these Terms and Conditions), the Team Beachbody Coach Policies and Procedures, The Team Beachbody Compensation Plan, and the Privacy Policy and Terms of Use (accessible on Beachbody.com), all of which are incorporated into and made a part of these Terms and Conditions (such documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Team Beachbody. I understand that these Terms and Conditions, the Team Beachbody Policies and Procedures, or the Team Beachbody Coach Policies and Procedures and Compensation Plan may be amended at the sole discretion of Team Beachbody, and I agree to abide by all such amendments. Notification of amendments shall be posted on Team Beachbody's Web site. Amendments shall become effective 30 days after posting. The continuation of my Team Beachbody business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is until cancelled by me or Team Beachbody in accordance with the Agreement. If I fail to maintain my Coach requirements, including payment of my Business Services Fees (if applicable), or if my Coach account is canceled or terminated for any reason, I understand that I may permanently lose all rights as a Coach. If terminated, I shall not be eligible to sell Team Beachbody products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization, and to any further bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization.** Coach may cancel this Agreement at any time, and for any reason, upon written notice to Team Beachbody at its principal business address. Team Beachbody may cancel this Agreement for any reason upon 30 days' advance written notice to Coach.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Team Beachbody. Any attempt to transfer or assign the Agreement or any portion of the Agreement without the express written consent of Team Beachbody renders the Agreement voidable at the option of Team Beachbody and may result in termination of my Team Beachbody business.
7. I understand that if I fail to comply with the terms of the Agreement, Team Beachbody may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. Team Beachbody, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates") shall not be liable for, and I release Team Beachbody and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Team Beachbody and its affiliates from all liability arising from or relating to the promotion or operation of my Team Beachbody business and any activities related to it, and agree to indemnify Team Beachbody for any liability, damages, fines, penalties, awards, or other costs arising from any unauthorized conduct that I undertake in operating my business. The terms provided in this Section 8 shall survive any termination of the Agreement.
9. The Agreement, in its current form and as amended by Team Beachbody at its discretion, constitutes the entire contract between Team Beachbody and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Team Beachbody of any breach or provision of the Agreement must be in writing and signed by an authorized officer of Team Beachbody to be effective. Waiver by Team Beachbody of any breach or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. To the extent any provision in Sections 12 and/or 13 in these Terms and Conditions conflict with any of Team Beachbody's rights or remedies in the Team Beachbody Coach Policies and Procedures (including any rights to suspend, terminate, or take disciplinary action), the terms contained in the Coach Policies and Procedures shall control. If a dispute arises between Team Beachbody and any Coach, the party alleging a breach shall first provide written notice to the other party providing a detailed explanation as to the basis of the alleged breach. The recipient of the notice shall have 10 days to respond and try to resolve the dispute ("notice and cure period"). If the parties are unable to resolve the dispute within the notice and cure period, the parties shall participate in good faith in a nonbinding mediation. The mediation shall take place within 45 days of the expiration of the notice and cure period exclusively in Los Angeles, California, unless the parties agree to a different location. The parties will share equally in the costs of the mediation including the fees of the mediator; however, the parties will each bear their own attorneys' fees incurred in the mediation.
13. If the dispute is not resolved by mediation in accordance with Section 12 above, the parties shall proceed to resolve any and all disputes and claims relating to Team Beachbody, or arising from the Agreement, the Team Beachbody Coach Compensation Plan or Team Beachbody's products and services, the rights and obligations of an independent Coach and Team Beachbody, or any other claims or causes of action relating to the performance of either an independent Coach or Team Beachbody under the Agreement or the Policies and Procedures, totally and finally by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect (the "JAMS Rules"), except as otherwise provided herein. The parties shall be entitled to the discovery rights allowed under the Federal Rules of Civil Procedure. The Arbitrator(s) shall permit any party to file a Motion for Summary Disposition of a particular claim or issue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (Title 9, U.S. Code §1 et seq.). The arbitration shall be conducted exclusively in Los Angeles County, State of California, and the judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The arbitration shall be conducted by one arbitrator; however, if the amount in dispute exceeds Five Hundred Thousand Dollars ($500,000), upon the request of either party, the arbitration shall be conducted by three arbitrators. Arbitrators shall be selected in accordance with the JAMS Rules. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator(s) may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator(s) shall render an award that shall be based upon a written, reasoned opinion. Each of the parties expressly understands and agrees that the arbitration will be conducted on an individual, not a class-wide basis, and any proceeding between the parties may not be consolidated with another proceeding between one of the parties and any other entity or person. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law. The parties shall share equally in the costs of the arbitration including the fees of the arbitrator(s); however, the parties will each bear their own attorneys' fees incurred in the arbitration. Nothing in the Agreement or these Terms and Conditions shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, or other equitable relief. The institution and maintenance of any action for injunctive relief shall not constitute a waiver of the right or obligation of either the Company or a Coach to submit any claim seeking relief, other than injunctive relief, to arbitration.
14. Montana Residents: A Montana resident may cancel his or her Coach Agreement within 15 days from the date of enrollment, and may return his or her Game Plan Tools Kit (and introductory bonus kit if applicable) for a full refund within such time period.
15. If a Coach wishes to bring an action against Team Beachbody for any act or omission relating to or arising from the Agreement, such action must be brought within 1 year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Team Beachbody for such act or omission. **Coach waives all claims that any other statute of limitations applies.**
16. I authorize Team Beachbody to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
17. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date (five (5) business days for Alaska residents). If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller but the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, fax to 1 (213) 201-7225, mail, or deliver a signed and dated copy of this Cancellation Notice or any other written notice to Team Beachbody Cancellation, 400 N. Continental Blvd., Suite 400, El Segundo, CA 90245, NOT LATER THAN MIDNIGHT of the third (3rd) business day (the fifth [5th] business day for Alaska residents) following the date you executed this Agreement.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature_____ Date_____