

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

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

| APPLICANT INFORMATION | |
|--|----------|
| Organization Name* | |
| Organizational Contact* (First name, last name) | |
| Federal Tax ID Number (if operating under a business entity) / Federal Business Number | |
| Billing Address* | |
| City / State / Province / ZIP/Postal Code* | Country* |
| Shipping Address* | |
| Phone* | Fax |
| Email* | |
| By signing this Application and Agreement, I certify that I am a valid member of a valid and active 501(c)3 organization and authorized to enroll my organization with Team Beachbody. | |

| SPONSOR INFORMATION | |
|---|----------------------------|
| Name* Mike Davis | |
| ID Number* 79150 | Screen Name* TheNrgizer |
| Address 102 Silkgrass Way | |
| City / State / Province / ZIP/Postal Code Clayton, NC 27527 | Country USA |
| Phone 919-230-1399 | Fax |
| Email changeufitness@aol.com | |
| Sponsor's Signature <i>Michael E. Davis</i> | |
| 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, and Business Starter Kit. If Challenge Pack is not purchased, you will be automatically enrolled with the Business Starter Kit.

CHOICE OF FITNESS PROGRAM (PICK 1)

- **TONY HORTON**
 - 10-Minute Trainer® \$180
 - P90® \$180
 - P90X® \$205
 - P90X2® \$205
 - P90X3® \$205
- **SHAUNT**
 - FOCUS T25® \$205
 - Hip Hop Abs® \$140
 - INSANITY® \$205
 - INSANITY MAX:30™ \$205
 - INSANITY MAX:30™ Kickstart \$245
 - INSANITY: THE ASYLUM® \$180
 - Shaun T Dance Challenge Pack \$160
- **CHALENE JOHNSON**
 - ChaLEAN Extreme® \$180
 - PiYo® \$160
 - PiYo® Kickstart \$205
 - TurboFire® \$180
 - Turbo Jam® \$160
- **LEANDRO CARVALHO**
 - Brazil Butt Lift® \$140
- **AUTUMN CALABRESE**
 - 21 Day Fix® \$160
 - 21 Day Fix® Kickstart \$205
 - 21 Day Fix EXTREME® \$160
 - 21 Day Fix EXTREME® Kickstart \$205
- **SAGI KALEV**
 - Body Beast® \$170
 - Body Beast® w/Shakeology Challenge Pack \$160
- **LES MILLS**
 - LES MILLS COMBAT \$140
- **BRETT HOEBEL**
 - RevAbs® \$180
- **DR. MARK CHENG**
 - Tai Cheng® \$205
- **DEBBIE SIEBERS**
 - Slim in 6® \$140
- **BEACHBODY**
 - 3-Day Refresh® \$160
 - Beachbody Ultimate Reset® \$305
 - Club \$140
 - Showcase Challenge Pack \$295

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

- Chocolate 24 packets 30-day bag **Chocolate Vegan** 24 packets 30-day bag
- Greenberry 24 packets 30-day bag **Vanilla** 24 packets 30-day bag
- Strawberry 30-day bag **Tropical Strawberry Vegan** 24 packets 30-day bag
- Chocolate/Greenberry 12/12 combo **Chocolate/Vanilla** 12/12 combo
- Chocolate Vegan/Tropical Strawberry Vegan 12/12 combo
- Chocolate/Vanilla/Strawberry 8/8/8 combo

30-day FREE trial membership in the Team Beachbody VIP Club and Business Starter Kit**

\$39.95 BUSINESS STARTER KIT WITH COACH WELCOME BOOK (FREE WITH CHALLENGE PACK PURCHASE)

Get set for success, right from the start! The Business Starter Kit gives you all the tools you need to launch your soon-to-be thriving Team Beachbody business. Your kit includes:

- First month's service fee
- Customizable website and storefront
- Coach Welcome Book including:
 - The 3 Vital Behaviors that drive coaching success
 - Guidance to get you set up on the web
 - Resources for building a strong and profitable business
 - \$100 exclusive Coach Summit coupon

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

Card Number _____ Expiration Date _____ CVW (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.

Please include a copy of your IRS Letter of Determination as proof of your 501(c)3 status; this Application cannot be processed until the IRS Letter of Determination is provided. Qualified non-profit organizations will not be charged for the Business Starter Kit (a \$39.95 value) or the monthly Business Service Fees of \$15.95. Should you choose to purchase any Challenge Pack at the time of your enrollment, please provide your credit card and billing information in the space provided above. Non-profit organizations not qualified under Section 501(c)3 of the Internal Revenue Code will be responsible for the cost of the Business Starter Kit and monthly Business Service Fee.

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.

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 (5 business days for Alaska residents). See the reverse side of this form for an explanation of this right.

Authorized Signature* _____ Date* _____

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.

*Required Fields
**You'll automatically receive a new 30-day supply bag every month for only \$97.46 per month, plus \$2 shipping per item, 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.

Terms and Conditions

- I understand that as an independent Team Beachbody Coach through Beachbody, LLC or any of its affiliates or subsidiaries (collectively, "Team Beachbody" or the "Company"):
 - I have the right to offer for sale Team Beachbody products and services in accordance with this Agreement (as defined in Section 2 below).
 - I have the right to enroll and sponsor persons in Team Beachbody.
 - If qualified and confirmed by Team Beachbody, I have the right to earn commissions pursuant to the Team Beachbody Compensation Plan.
 - I will at all times comply with the Agreement and all federal, state, county, provincial, and municipal laws, rules, ordinances, and regulations.
 - The "Agreement" collectively means these Terms and Conditions; the Team Beachbody Coach Policies and Procedures and Team Beachbody Compensation Plan (accessible via TeamBeachbody.com/Coach); and Team Beachbody's Privacy Policy and Terms of Use (accessible via TeamBeachbody.com).
 - I agree to present and otherwise convey the terms of the Team Beachbody Coach Policies and Procedures and Team Beachbody Compensation Plan accurately and fully, and advertise, present or otherwise offer Team Beachbody products and services solely as set forth in official Team Beachbody literature.
 - I agree that as a Team Beachbody Coach I am and will represent myself as 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, and other related expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TEAM BEACHBODY FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION, FEDERAL, STATE, OR PROVINCIAL TAX PURPOSES AND IT IS MY RESPONSIBILITY TO PAY ANY AND ALL APPLICABLE 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 acknowledge and agree that as an independent contractor I am not eligible for any employee or other benefits afforded by Team Beachbody to its employees or covered under any of Team Beachbody's general, professional liability or other insurance policies; I further waive and forgo any and all claims for any benefits and/or insurance coverage of any kind, and will be solely responsible for obtaining any necessary benefits and/or insurance coverage in connection with my Coach business. 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.
 - I have carefully read, understand and agree in all respects with 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 any element of the Agreement may be amended at the sole discretion of Team Beachbody, and I agree to abide by all such amendments. Notification of amendments or updated elements of the Agreement will be posted on Team Beachbody's website. The continuation of my Team Beachbody business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
 - 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 acknowledge and agree that I may permanently lose all rights as a Coach which include without limitation the right to sell Team Beachbody products and services, or 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 without limitation property rights to my former downline organization and to any further bonuses, commissions, income, or other remuneration derived through the sales and other activities of my former downline organization. I acknowledge and agree I may cancel this Agreement at any time, and for any reason, upon written notice to Team Beachbody at its principal business address or submission of a Cancellation Form as detailed in the Team Beachbody Coach Policies and Procedures. I further acknowledge and agree Team Beachbody may cancel this Agreement for any reason upon 30 days' advance written notice to Coach without any fault or liability.
 - I understand that if I fail to comply with the terms of the Agreement, Team Beachbody may take disciplinary action as set forth in the Team Beachbody Coach Policies and Procedures, which may include suspension or termination of my Coach account. If I am in breach, default, or other violation of the Agreement at termination, I understand and agree that I will permanently forfeit any pending or future bonuses, commissions, income or other remuneration, whether or not the sales for such payments have been validly completed.
 - 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. The Company may assign this Agreement in its sole discretion.
 - 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 as a Team Beachbody Coach. The terms provided in this Section 9 shall survive any termination of the Agreement.
 - 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.
 - Any waiver by Team Beachbody of any term, condition, 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. 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. In the event of any conflict or inconsistency between these Terms and Conditions and the Team Beachbody Coach Policies and Procedures (including any terms related Team Beachbody's rights to suspend, terminate, or take disciplinary action against myself), the terms contained in the Team Beachbody Coach Policies and
- Procedures shall control.
- Good Faith Resolution of Disputes, Binding Individual Arbitration, and Waiver of Class Actions and Class Arbitrations.** I acknowledge the Team Beachbody Coach Policies and Procedures contain specific terms relating to the good faith resolution of disputes between myself and Team Beachbody, which include binding individual arbitration, arbitration procedure, waiver of class actions and class arbitrations, and my ability to opt-out from these terms. I further acknowledge that I have read, understand, and agree to these terms, including the abbreviated version in this Section 12.
 - In the event of a Dispute (as defined in the Team Beachbody Coach Policies and Procedures), Team Beachbody or I must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to Team Beachbody must be addressed to: Beachbody, LLC, 3301 Exposition Blvd., 3rd Floor, Santa Monica, CA 90404, U.S.A., Attn.: Chief Legal Officer (the "Beachbody Notice Address"). The Dispute Notice to me will be sent by certified mail to the most recent address I have on file or otherwise in Team Beachbody's records for me. If Team Beachbody and I do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, Team Beachbody or I may commence an arbitration proceeding pursuant to the terms in the Team Beachbody Coach Policies and Procedures. Following submission and receipt of the Dispute Notice, Team Beachbody and I agree to act in good faith to seek to resolve the Dispute before commencing arbitration.
 - Binding Arbitration.** In the event Team Beachbody and I do not reach an agreement to resolve the Dispute as stated in the preceding paragraph, Team Beachbody and I further agree: (i) to arbitrate all Disputes pursuant to the provisions in the Team Beachbody Coach Policies and Procedures; (ii) the Team Beachbody Coach Policies and Procedures memorializes a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) (applicable to United States Coaches) or the applicable provincial or territorial Arbitration Act (applicable to Canadian Coaches) governs the interpretation and enforcement of Section 8.3 in the Team Beachbody Coach Policies and Procedures; and (iv) Section 8.3 in the Team Beachbody Coach Policies and Procedures shall survive termination of the Agreement. **ARBITRATION MEANS THAT I WAIVE MY RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND MY GROUNDS FOR APPEAL ARE LIMITED.** The arbitrator may award me the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.
 - WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. TEAM BEACHBODY AND I AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION CLASS ACTIONS OR CLASS ARBITRATIONS. UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING TEAM BEACHBODY AND I AGREE THAT NO DISPUTE SHALL PROCEED BY WAY OF CLASS ARBITRATION WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES.**
 - 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 Business Starter Kit (and introductory bonus kit if applicable) for a full refund within such time period.
 - I acknowledge and agree that any act or omission relating to or arising from the Agreement 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. **I waive all claims that any other statute of limitations applies.**
 - I authorize Team Beachbody to use my name, image, likeness, photograph, personal story, and/or biographical information, including as submitted, posted or otherwise provided to Team Beachbody or posted in any public form (including social media), in advertising or promotional materials for Team Beachbody, including any of its products or services, and waive all claims for remuneration or approval rights in connection with such use.
 - A faxed copy or digitally signed version 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 date you sign the Coach Application (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, Attn: Coach Relations, 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 the Coach Application.**
- I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature _____

Date _____