

## **INTRODUCTION**

Bod•ē Pro is a direct sales company based in the United States. It is a family-oriented business built upon the highest ethical standards. It combines some of the best direct sales features based upon its founders' years of experience in the industry.

A Bod•ē Pro Influencer is an independent contractor, and like any other independent business person, his or her success or failure depends on his or her personal efforts. No direct sales company can legitimately guarantee its independent contractors any particular income, profit or success. The Company provides an opportunity for Influencers and Customers to enrich the quality of their lives by using the Bod•ē Pro products. The Company also provides access to potential financial success for any Bod•ē Pro Influencer willing to properly work the program.

Any company which represents that an Influencer will achieve financial success without working the program, or by relying solely on the efforts of others, should be disregarded. Furthermore, any company that ties compensation and financial success primarily to recruiting efforts rather than actual sales of products for ultimate use by Customers is likely an illegal pyramid scheme and ultimately destined to collapse.

## **EQUAL OPPORTUNITY**

The Bod•ē Pro opportunity is open to people from all walks of life, regardless of sex, race, nationality, religious beliefs, political affiliations or age, as long as the Applicant is 18 years or and is otherwise legally capable of entering into a contractual agreement, with the exception of the "Becoming An Influencer" section as shown below.

## **POLICY PROVISIONS**

In order to maintain the integrity of the Bod•ē Pro program and to assist and ensure compliance with federal, state, provincial, local and applicable non-U.S. national, state, federal or local laws, policies or regulations, the following policies have been adopted and will be strictly enforced.

This Influencer agreement, also referred to as the Terms and Conditions ("T & Cs"), provides you with the information you need to operate your business properly and in compliance with Bod•ē Pro's T & Cs.

The terms and conditions hereof shall be binding upon the Influencer, respective successors and assignees of the parties. Nothing in these T & Cs, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities except as expressly provided in the T&Cs.

## **INFLUENCER POLICIES**

### **1. BECOMING AN INFLUENCER**

An Influencer introduces new customers and other Influencers to Bod•ē Pro and participates in the opportunity to earn commissions and bonuses based upon his or her volume of sales. A person becomes an Influencer when they have purchased an Influencer Starter pack for \$29.95 and have agreed to the Company's T&Cs.

Influencers must pay an annual renewal fee of \$29.95 which is charged on or near the anniversary of your signup. Influencers who do not pay or choose to cancel the annual fee will be converted to Customer status. Cancellation of the annual fee must be provided at least seven (7) days prior to the scheduled billing date. Influencers who choose to cancel may request a refund of Influencer fees paid within the last 30 days only. If a person chooses to become an Influencer with the right to earn commissions again, he or she must contact Customer Service at 800-373-2624. Products are available for purchase at the time of sign-up in all available markets. A person does not have to purchase products to join Bod•ē Pro.

A person can sign-up to become a Customer of Bod•ē Pro online with the Influencer's website who referred them to Bod•ē Pro. A person may also sign up as a Customer by telephone, facsimile or by mailing an Application Form to the address listed in the "Contact Details" section of these policies, or in person at the Bod•ē Pro Store located at Home office. Once Bod•ē Pro accepts and processes the Application Form, that individual automatically achieves "Customer" status. Applications mailed and faxed will be placed at the bottom of the organization indicated on the paperwork. Influencers may be eligible to earn bonuses as well as enroll other individuals into their network organization. The Application date will be the date that the Application is accepted and processed by Bod•ē Pro. Once Bod•ē Pro accepts the Application, Bod•ē Pro will contact each customer with a courtesy email. As a Bod•ē Pro Customer or Influencer, you agree to receive varied forms of Communications (i.e., emails, pre-recorded messages, etc.) from Bod•ē Pro. Bod•ē Pro reserves the right to accept or reject anyone as a Customer or Influencer.

An Influencer introduces new customers and Influencers to Bod•ē Pro and participates in the opportunity to earn commissions and bonuses based upon his or her volume of sales. Products are available for purchase at the time

of sign-up in all available markets. A person does not have to purchase products to join Bod•ē Pro. An influencer: (i) cannot qualify for any commissions or bonuses based on his or her own purchases and (2) in order to receive any commissions/bonuses the majority of such persons sales volume in the pay period must come from product purchases by customers.

To insure that no inventory loading occurs, each Influencer wishing to receive commissions under Bod•ē Pro's Reward Program must comply with the Plan Protection rules stating the following: 1) to earn any bonuses under Bod•ē Pro's compensation plan, (whether weekly or monthly), over 50% of an Influencer total qualified group volume (the levels an Influencer is qualified to be paid on) must be from customer-generated sales. If customer generated sales are 50% or less of the Influencer's total qualified group volume for the applicable pay period, no bonuses will be paid for that pay period; and 2) any personal product purchases will not qualify an Influencer for any Bod•ē Pro bonuses. Only personally enrolled Customer and Influencer purchases qualify an Influencer for bonuses.

If a U.S. Influencer chooses to operate his or her Membership as a business in the name of the business entity, he/she must sign up with their personal name and then complete and submit a form for Operating under a Business Name. The Influencer will also need to provide us with business or corporation's tax identification number (IRS W9 tax form available online at (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) since we must report this income to the tax authorities and may need to issue a tax form. The Operating Under a Business Name form (OUBN) may be requested by contacting Customer Service at 800-373-2624.

By submitting such application, the Influencer is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons of the business entity are bound by this application, agreement and Policies. If there are any changes in the officers, directors, shareholders, members, managers, partners, owners or other individuals in the business, an updated Operating Under A Business Name Form must be submitted to the Compliance Department. No Membership may be in the form of a trust.

All individuals who are operating their Bod•ē Pro distributorship in the name of an entity are: (i) personally bound by all the terms and conditions of Bod•ē Pro policies; (ii) subject to disciplinary action under such policies; and (iii) personally liable under such policies.

If any individual associated in any way with a corporation, partnership, or other entity that is an Influencer (collectively, "affiliated individual") violates the policies, such action(s) will be deemed a violation by the entity and Bod•ē Pro may take disciplinary action against the entity, as well as the affiliated individual. An Influencer terminated for failure to follow Company policies may not reapply to become an Influencer or Customer of Bod•ē Pro, and all household members and/or affiliated individual(s) whose actions were the basis for termination may not reapply to become Influencers of Bod•ē Pro.

Asia Influencers operating their business other than as an individual must complete and deliver a duly executed Operating Under A Business Name Form and other appropriate documentation as requested and/or required by Bod•ē Pro Asia. By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application, agreement and Policies. No Membership may be in the form of a trust (except with Bod•ē Pro Asia's prior written approval). Bod•ē Pro Asia reserves the right to accept or reject anyone as an Influencer.

## **2. IDENTIFICATION NUMBER (ID)**

Bod•ē Pro Influencers who sign-up via online, telephone, facsimile, mail, or in person will automatically be issued a personal Bod•ē Pro Identification Number (ID) upon acceptance and processing of the Application by Bod•ē Pro. Thereafter, the ID will be used for all Influencer correspondence and inquiries.

## **3. SOCIAL SECURITY NUMBER / FEDERAL ID NUMBER REQUIREMENTS**

U.S. Influencers are not required to submit their Social Security Number or Federal ID Number at the time of sign-up. However, if a U.S. Influencer's earnings meet or exceed \$600 during the calendar year, Bod•ē Pro must obtain a Social Security Number or Federal ID Number for purposes of reporting income earned to the IRS. Bod•ē Pro will first contact the Bod•ē Pro Influencer by e-mail and/or letter to obtain the required information from the Influencer. If you do not provide your tax identification number or any other required documents within 12 weeks from the week you met the amount set by your country's tax authorities, or by December 1, whichever occurs first, all commissions, bonuses and earnings will be held until requested information is provided. Your account will be considered noncompliant and will be converted to a Customer account. Influencer Starter Packs are non-refundable if the account is updated to Customer status due to failure to provide required documentation for tax reporting.

European Influencers are required to submit their Tax ID number and indicate if they are registered for VAT. European Influencers operating as a business must indicate the geographical address of their business. On request, European Influencers operating as a business must provide Bod•ē Pro with their business registration number and name of a registry together with a scanned copy of an extract from the appropriate registry. Where appropriate and at Bod•ē Pro's request European Influencers are required to submit a proof of tax residence.

#### **4. NO PRODUCT PURCHASE REQUIRED**

No product purchase is required to join Bod•ē Pro.

#### **5. INFLUENCER STATUS AS AN INDEPENDENT CONTRACTOR**

Bod•ē Pro Influencers are independent contractors and are not to be considered purchasers of an intangible franchise or a distributorship. The agreement between Bod•ē Pro and its Influencers does not create an employer/employee relationship, partnership, or joint venture between Bod•ē Pro and the Influencers. Bod•ē Pro Influencers have no authority to bind Bod•ē Pro to any obligation. It is each Influencer's responsibility to pay all income, social security, local or applicable taxes. Influencers are not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Each Influencer is encouraged to set his or her their own hours and to supply all of his or her their own equipment and tools for operating his or her their business, such as telephones, transportation, professional services, office equipment and supplies. Further, each Influencer should determine his or her own methods of sale, so long as he or she complies they comply with the T&Cs of Bod•ē Pro.

#### **6. INFLUENCER OPPORTUNITIES**

Active Bod•ē Pro Influencers in good standing have the opportunity to:

1. Sell and market Bod•ē Pro products and earn commissions and bonuses from these sales
2. Participate in the Bod•ē Pro Compensation Plan
3. Enroll Customers and Influencers into their network organization
4. Receive a corporately-hosted Influencer Web site for marketing purposes as long as they are active

There are no exclusive territorial restrictions granted to any Influencer.

#### **7. AGREEMENT TO BE FAMILIAR WITH AND ABIDE BY CURRENT BOD•Ē PRO TERMS AND CONDITIONS AND REWARD PLAN**

Bod•ē Pro has implemented the Application, Company T&Cs, rules, regulations and Reward Program requirements (as found on our corporate Web site, BodePro.com) to insure proper sales and marketing procedures and to prohibit improper, abusive or illegal acts. The Reward Program is deemed to be part of Bod•ē Pro's terms and conditions. Each Influencer shall be familiar with all current and subsequently amended Application terms, Company T&Cs, and the Reward Program, and shall conduct their Membership in strict compliance therewith. As an Influencer, you must review the current Company terms and conditions and Reward Program terms located on BodePro.com on a regular basis to ensure your familiarity. The placing of orders for product with Bod•ē Pro is a reaffirmation of such commitment to abide by all existing Company policies and Reward Program T&Cs.

#### **8. SIGN-UP ONLINE / BY FAX / TELEPHONE / IN PERSON**

This program allows an Influencer to give a prospect his or her ID along with their Web site address so that the prospect can sign-up online, by fax, telephone or in person. The prospective Customer must provide his or her Enroller and placement information, shipping and mailing address, and proper method of payment. The new customer is then able to place orders and upgrade to Influencer when they have referred a minimum of one (1) customer and have purchased an Influencer Starter pack for \$29.95 and have agreed to the Company's T&Cs.

A Customer with 25+ points purchased within a calendar month is considered an Active Customer. An Influencer with a personally enrolled customer and 100+ Front Line Points (FLP) accumulated within a calendar is considered an Active Influencer. If Influencer chooses to participate in Auto-delivery, the processing date will be assigned by Bod•ē Pro at the time of sign-up. Influencers will have the ability to change their Auto-delivery batch date in their Back Office.

A new Bod•ē Pro Influencer can request a placement change within five (5) days from the date of sign-up under certain circumstances only (i.e., clerical error, etc.). Bod•ē Pro will review the placement change request and make its decision based on the facts of each case. Ultimately, Bod•ē Pro, in its sole discretion, has the final decision to accept or reject any and all placement changes. These changes may be received by hardcopy application or by email. Please note, when placement changes are made after bonuses pay out, no recalculations will be done.

There is a \$50 (USD) processing fee for each placement request. Bod•ē Pro reserves the right to charge a higher processing fee for complex requests.

An Influencer is required to fill out the Application form with current, complete, and accurate information. Enroller changes may be requested within ten (10) days from the entry date of the person on whom the Enroller is changing. These changes must be requested by the current Enroller. Bod•ē Pro has the final decision to accept or reject any Enroller change requests, regardless of when the request is placed.

There is a \$50 (USD) processing fee for each Enroller change request. Bod•ē Pro reserves the right to charge a higher processing fee for complex requests.

It is the sole responsibility of the sponsoring and/or enrolling Influencer to inform applicants who sign-up online or by fax that they are joining the Bod•ē Pro team as a Customer or independent Influencer, subject to all the T&Cs set forth in the Company terms and conditions, T&Cs of the Application and Agreement and the Reward Program policies.

#### **9. LEGAL AGE**

All Bod•ē Pro Influencers must be 18 years old or older and meet all other criteria in the state/province/country in which they distribute Bod•ē Pro products.

#### **10. SIMULTANEOUS INTERESTS**

Bod•ē Pro Influencers and Customers may not have an interest in more than one (1) Bod•ē Pro account. There are exceptions to this rule based on Bod•ē Pro's review, discretion and approval: 1) if you qualify under the "Succession" section 2) if you qualify under the "Spouses" section.

#### **11. SPOUSES**

Bod•ē Pro wants every person to have the opportunity to benefit from its marketing program. Therefore, husbands and wives, common-law couples or domestic partners (collectively, "spouses") have the option to maintain one (1) joint Membership or they are permitted to each possess their own separate Membership, as long as both Memberships are within the same organization. In addition, the spouses must have the same Enroller or one spouse must be the Enroller of the other.

Spouses who wish to maintain one (1) Membership must be jointly sponsored on the application. If only one (1) spouse chooses to participate in the Bod•ē Pro business opportunity, he or she understands that the active spouse's Membership may be terminated for any actions taken by the non-Influencer spouse that would violate Company policies if he or she was an Influencer. In addition, if each Spouse owns their own separate Membership, he or she understands that both Memberships may be terminated for any actions taken by one or the other Spouse that would violate Company policies.

If a married couple obtains one (1) Membership and notifies Bod•ē Pro of a divorce, they should contact Bod•ē Pro as to how the Membership is to be managed thereafter. Otherwise, Bod•ē Pro will consider the person who was originally listed as the Influencer as the continuing Influencer. In the event of divorce or legal separation of a joint Membership, legal court documents relating to such action or a settlement agreement signed by both parties, as requested by the Company, must be submitted to the Company. Bod•ē Pro may, but is not required to, withhold payment of commissions until sufficient legal documentation is provided.

Spouses are jointly and severally responsible for the actions of each other that may violate any of Bod•ē Pro's policies and are subject to disciplinary action under these policies for such actions.

#### **12. ACTIONS OF HOUSEHOLD MEMBER AND/OR AFFILIATED INDIVIDUALS**

If any member of an Influencer's immediate household engages in any activity which, if performed by the Influencer, would violate any provision of these policies, such activity will be deemed a violation by the Influencer and Bod•ē Pro may take disciplinary action pursuant to the policies against the Influencer. An Influencer's "immediate household" is defined as spouses (as defined in the Spouses section) and dependents living at home or doing business at the same address.

Similarly, if any individual associated in any way with a corporation, partnership, or other entity (collectively, "affiliated individual") violates the terms and conditions, such action(s) will be deemed a violation by the entity, and Bod•ē Pro may take disciplinary action against the entity.

An Influencer terminated for failure to follow Company policies may not reapply to become an Influencer or Customer of Bod•ē Pro, nor may the household member and/or affiliated individual(s) whose actions were the basis for termination reapply to become an Influencer or Customer of Bod•ē Pro.



**13. PRICE CHANGES**

The prices of all Bod•ē Pro products and sales aids are subject to change upon thirty days prior written notice.

**14. RETAIL RECEIPTS**

Bod•ē Pro Influencers are allowed to retail product in countries where Bod•ē Pro has an official corporate presence. Bod•ē Pro Influencers are prohibited from retailing the product in countries where Bod•ē Pro is open as a Not for Resale opportunity. Bod•ē Pro will publish notice in the Company's publication and/or on the corporate Web site when a country is opened and whether it is a Not for Resale opportunity. Bod•ē Pro Influencers in countries that allow for retail sales must provide their retail customers with an official Bod•ē Pro sales receipt, a copy of which may be found in your back office. Influencers may duplicate the form and must provide one to the retail customer and retain a copy for their records. These receipts outline the Customer refund warranty, as well as Customer protection rights where required by law. Upon Bod•ē Pro's request, Influencers will provide the company with copies of all such receipts for their records. These receipts outline the Customer refund warranty, as well as Customer protection rights where required by law. Upon Bod•ē Pro's request, Influencers will provide the company with copies of all such receipts.

**15. SALE OF MEMBERSHIP**

A Bod•ē Pro Influencer may not sell, assign or otherwise transfer his or her Membership, marketing position or other Influencer rights unless:

1. Bod•ē Pro, in its sole and absolute discretion, approves the transfer in writing as in the best interests of Bod•ē Pro and its Influencers.
2. The Bod•ē Pro membership considered for sale is in Good Standing
3. The Influencer follows Bod•ē Pro's policy regarding Sale of Membership (a copy of which may be obtained by contacting the company), and
4. There is a \$150 (USD) processing fee for each Sale of Membership request. The fee may be paid by the buyer or seller, and will be charged prior to the processing of the sale.

**16. SUCCESSION**

Upon the death or incapacity of the Bod•ē Pro Influencer, his or her rights to commissions and marketing position, together with Influencer responsibilities, shall pass to his or her successor in interest upon written application and upon Bod•ē Pro's receipt of all necessary documentation required by Bod•ē Pro. The successor Influencer must execute an Influencer Application and Agreement and fulfill all responsibilities of the Influencer. The successor Influencer may be an existing Influencer as long as he or she complies with all Bod•ē Pro Terms and conditions, including fulfilling all supervisory functions.

**17. VOLUNTARY CANCELLATION**

The Influencer Agreement may be voluntarily cancelled at any time and for any reason by an Influencer by notifying Bod•ē Pro of the election to cancel, or it may be cancelled by Bod•ē Pro if a Membership, whether it is an Influencer, has no activity for twenty-four (24) consecutive weeks, or due to disciplinary reasons. Influencers and customers may cancel their Membership by sending in a written resignation letter or by calling Customer Service (800-373-2624). If the Influencer or customer chooses to cancel via telephone, for security purposes, they will be required to provide information regarding their account (i.e., Influencer's Social Security Number or equivalent thereto, password, etc.). Bod•ē Pro will send a confirmation e-mail notifying the Influencer or customer that their request to resign, via telephone, has been completed. If the Influencer or customer chooses to resign by written correspondence, the letter must be signed by all parties listed on the Membership. Once an Influencer or customer has voluntarily resigned, his or her Membership will be terminated and no longer exist. An Influencer who resigns voluntarily or is cancelled due to inactivity may re-apply as a customer or Influencer under the original Enroller or may re-apply under a new Enroller after twenty-four (24) weeks of no activity. If the Influencer chooses to re-apply, whether under their original Enroller or a new Enroller, he or she will be placed at the bottom of that Enroller's line of sponsorship. In each case, the Influencer must complete an Application and Agreement Form, and receive the Company's approval.

If an Influencer voluntarily cancels his or her Membership, the effective date of the cancellation shall be the beginning of the volume period in which the resignation occurred and any commissions, bonuses or awards the Influencer may qualify for during that period shall be forfeited.

**18. SUSPENSION AND TERMINATION**

Bod•ē Pro reserves the right to suspend and/or terminate any Bod•ē Pro Influencer at any time for cause if Bod•ē Pro

determines that the Influencer has violated the provisions of the Influencer Agreement, including the provisions of these T&Cs and/or the Rewards Program as they may be amended, or the provisions of applicable laws and standards of fair dealing. Such suspension and/or termination shall be made by Bodē Pro at its discretion.

Upon an involuntary suspension and/or termination, Bodē Pro shall notify the Influencer via electronic mail, at the email address listed with Bodē Pro. In the event of a suspension and/or termination, the suspended and/or terminated Influencer agrees to immediately cease representing himself or herself as an Influencer.

The Influencer or Customer will be given thirty days time from the date of notification in which to appeal the suspension and/or termination in writing. The appeal correspondence must be received by Bodē Pro within that time frame. If the appeal is not received within that time period, the suspension and/or termination will be deemed final. If the Influencer files a timely appeal of suspension, Bodē Pro will review and reconsider the suspension, consider any other appropriate action, and notify the Influencer of its decision. Response time from Bodē Pro may vary depending upon individual circumstances or severity of the violation. Bodē Pro's decision will be final and subject to no further review.

#### **19. EFFECT OF SUSPENSION OR TERMINATION**

A Bodē Pro Influencer placed under suspension shall not have the right to represent himself or herself as an Influencer, purchase products from Bodē Pro, receive any commissions, bonuses, awards, or be eligible to attend Bodē Pro functions, until such time as the suspension has been lifted. If any previously accrued volume is flushed during the suspension or as a result of a suspension, it will not be restored. The term "flushed" is defined as a loss of commissionable volume due to inactivity and/or non-qualification. Any commissions, bonuses, and/or awards paid to the Influencer after the date of termination or suspension must be returned.

Suspension is retroactive to the beginning of the volume period in which the alleged wrongful conduct occurred for which the suspension is imposed by Bodē Pro. Therefore, there will be no payment of commissions, bonuses or awards in the suspension period.

Termination is retroactive to the beginning of the volume period in which the first misconduct serving in whole or in part as the basis for the termination occurred. In addition to the indemnification obligation set forth herein, an Influencer who is terminated for violation of Company policies shall, upon demand by Bodē Pro, be liable to repay, return or compensate Bodē Pro for any benefit program, prizes, inventories, bonuses or other compensation received from Bodē Pro after the date of the activities causing such termination, as well as any other damages resulting to Bodē Pro from such conduct.

An Influencer terminated for failure to follow Company policies, or otherwise for cause, may not reapply to become an Influencer of Bodē Pro. If an Influencer's Membership is terminated for a policy violation, Bodē Pro reserves the right to terminate any of the Influencer's affiliated household members and affiliated individuals as well, if applicable.

### **ENROLLING POLICIES**

#### **20. ENROLLMENT OPPORTUNITIES**

All Bodē Pro Influencers in good standing have the opportunity to enroll others as Customers or Influencers. In addition, every person has the ultimate opportunity to choose his or her own Enroller. If two (2) (or more) Influencers should claim to be the Enroller of the same new Customer or Influencer, Bodē Pro shall investigate the dispute and make an independent determination as to the proper Enroller. All Bodē Pro Influencers and Customers agree to accept and abide by this decision and understand that the decision of Bodē Pro is deemed final.

#### **21. ENROLLER RESPONSIBILITIES**

There is no "secret" involved in Bodē Pro or in any business. Those who enroll, but who do not help new Influencers develop their business, meet with limited success. Therefore, the responsibility of the Enroller is to work with new Influencers, helping them learn the business and encouraging them during the critical early months, and thereafter. Enrollers are not required to carry inventory of products or sales aids for new Influencers.

Any Influencer who enrolls Influencers must fulfill the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of product to the ultimate customer and in the training of those enrolled. An Influencer must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision includes, but are not limited to: product presentation, retail sales training (in the countries where retail selling is allowed), newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions and accompanying individuals to Bodē Pro training. Influencers must be able to provide evidence to Bodē Pro, as requested by Bodē Pro, of ongoing fulfillment of sponsor responsibilities, including training.

**22. REFERRAL POLICY**

Bodē Pro's policy encourages prospects to contact the Influencer who first introduced them to Bodē Pro. If a prospect does not have an Influencer contact, Bodē Pro will provide him or her with an active Influencer contact.

**ORDERING / PAYMENT OPTIONS & POLICIES****23. ORDERING METHODS**

Online orders may be placed twenty-four (24) hours a day, seven (7) days a week. Starting periods for each volume period start at 12:00am and end at 11:59pm (Arizona time). All orders must be received at Home Office on or before the close of the volume period.

It is the responsibility of the Influencer to confirm payment acceptance and processing of his or her order. To ensure confirmation, an Influencer can log into their Bodē Pro Back Office through BodePro.com. Bodē Pro strongly recommends that Influencers document each order number processed.

**24. PAYMENT OPTIONS**

Orders may be paid by VISA, AMEX, Discover, MasterCard, money order, certified/cashier's check and bank drafts (U.S. funds) will also be accepted. Asian orders (excluding Japan) may be paid using money order, NETS, bank deposit or e-wallet. European orders may be paid by VISA, MasterCard, AMEX or Discover. Japan orders may be paid using VISA, AMEX, MasterCard or JCB. Influencers who choose to pay by bank draft (U.S. funds) can call 800-373-2624, Monday through Friday, from 8:00 a.m. to 5:00 p.m. (Arizona time). The company will need your name, address, the Company Identification Number (ID), bank name, account number and routing number in order to process your bank draft. Please allow up to thirty (30) days for initial bank draft processing. If for any reason the transaction is returned unpaid by your bank, it will result in a \$15 service fee debited to your Company account. The Influencer will be notified by e-mail, phone, or mail regarding their returned payment. Bodē Pro will not ship any product until the bank draft has been cleared and paid in full using a valid debit or credit card. A balance cannot be cleared by using the same bank draft information. At the Company's discretion, the Influencer will no longer be able to purchase product using a bank draft. Any purchases from this point forward must be by certified funds, cashier's check, credit card or money order. In addition, the Influencer must clear the balance on his/her/their account before he/she/they will be able to order again. Any Influencer found submitting false banking information (e.g., credit card holder, checking account name) with regards to credit card, bank draft, etc., will be subject to immediate termination of their Bodē Pro Membership, forfeit any and all commissions owed and in holding at that time and may be subject to further legal action.

A bank draft returned by any financial institution to the Company will be regarded as an "outstanding debt" and, as such, is owed to the Company. If Bodē Pro receives a chargeback on your credit card from the person who paid for your order, your account will be terminated if the chargeback is not resolved within ninety (90) days. Failure to pay an outstanding debt owed to the Company by the end of the current volume period will result in that amount being debited on your Company account. Any commission earned on your Company account will be reduced by the amount of the outstanding debt. A check will be re-issued for any amount that is \$10 or more and will be sent to the Influencer via regular mail. If the amount is less than the amount of the outstanding debt, such debt will rollover to the next volume period and will continue until the debt is paid in full. Any overpayment of an order will be credited to your Company account and indicated on the invoices associated with that order. Any and all credits must be applied to future orders and spent within ninety (90) days from the date of the overpayment. Failure to do so will result in the Influencer's interest in or rights to the amount of the overpayment being forfeited and the Company will be entitled to the forfeited funds.

The Influencer must use their own credit card in order to place any orders on their account. Bodē Pro will not accept payment on an Influencer's order from a non-Influencer. Any Influencer found submitting false banking information with regard to credit card information will be subject to immediate termination of their Membership, forfeit any and all commissions and/or bonuses the Influencer may be qualified for at that time and may be subject to further legal action.

All returned payments will incur a total of \$15 in service charges per each returned item. Influencer whose checks are dishonored will, at the Company's sole discretion, be put on payment restriction. It is the responsibility of the Influencer to confirm payment acceptance and order processing by logging into the Back Office of the bodepro.com website. Full payment of orders must be received at Home Office by the close of the last business day of the

volume period in order to be considered part of the respective volume period.

## **25. AUTO-DELIVERY**

Bodē Pro offers an optional monthly Auto-delivery Program for your convenience. The program's main benefit is that you can receive a customized order at a predetermined time each and every month! Bi-monthly and quarterly options are also available upon request. You may cancel auto-delivery at any time.

Payment is automatically deducted from an authorized VISA, MasterCard, Discover, JCB or AMEX credit card. Each month your account will be debited on or about the date selected as your Auto-delivery processing date. A verification email is sent when the automatic monthly, bi-monthly or quarterly order is first set up. Payment will be automatically charged to a credit card on the date chosen. We may process an order a few days in advance of the chosen date due to holidays or corporate events. It is the responsibility of the Influencer to insure that a valid payment option is provided for processing.

Auto-delivery changes can be made through your Back Office or by calling Influencer Services at 800-373-2624. Cancellations can only be made by calling Influencer Services. Changes or cancellations must be received no later than three (3) business days prior to the billing date. Changes or cancellations received after this date may be processed for the following month. Bodē Pro reserves the right to process changes and cancellations as necessary. It is the responsibility of the Influencer to ensure their changes have been made.

## **26. DELAYS**

Bodē Pro shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as acts of God, strikes, labor difficulties, riots, war, terrorist attacks, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes impracticable.

## **27. SHIPPING RATES**

To obtain the current shipping and handling rates, please contact Customer Service at 800-373-2624 or visit your Back Office.

## **28. SATISFACTION GUARANTEE FOR YOUR RETAIL CUSTOMERS (only in countries where applicable)**

Bodē Pro offers its retail Customers, 100%, unconditional, 30-day, full money-back guarantee (excluding taxes and shipping). If for any reason a Customer is not entirely satisfied with the product, they may return the product or any unused portions to the Influencer within thirty (30) days after the purchase. Customers in Taiwan have a 100%, unopened, 30-day, product money back guarantee.

It is the responsibility of the Influencer to immediately provide any of his or her personal retail customers (persons who purchased product directly from the Influencer) who request a refund with a full refund (excluding taxes and shipping) in accordance with Bodē Pro's refund policy. Bodē Pro will replace returned product, refund the purchase price or provide a credit to the Influencer's Bodē Pro account when appropriate documentation (i.e., retail receipts) have been received at Home Office, accompanied by the empty bottles or can bearing the lot number. Influencers have thirty (30) days after the original sale date to its retail customers (unopened product only) to submit their claim for the replacement of the goods. Influencers who purchase products for personal consumption shall enjoy the same 100%, unconditional, 30-day, full money-back guarantee for such product. At the Company's request, Influencers may be required to provide evidence of the date of sale to its retail customers for refund purposes (i.e., retail receipts).

The Influencer's account will receive a "negative sale" for the returned order(s). The Influencer will not be qualified to earn bonuses until the "negative sale" has been replaced by another sale. Any advancements in the Bodē Pro Compensation Plan, bonuses or awards achieved as a result of these purchases by the returning Influencer will be reversed and the amount(s) deducted from the Influencer's refund. The Company will place a debit on the account(s) of the upline Influencers for any commissions, rebates, bonuses or awards received or paid on product returned from an Influencer. All products returned under this guarantee must be sent pre-paid by the Influencer. In addition, the Influencer must obtain a Return Merchandise Authorization Number (RMA) from Bodē Pro prior to returning the merchandise. For assistance, please call Customer Service at 800-373-2624.

## **29. RETURN POLICY**

An Influencer who encounters a situation that might merit a return should immediately contact Customer Service. Bodē Pro offers a 30-day, unconditional, 100% product money-back guarantee (excludes tax and shipping) on its Bodē Pro products. Bodē Pro products sold to Taiwan Influencers have a 30-day, unopened, 100% product money-back guarantee. Bodē Pro products sold to the European Territory Influencers have a 14-day, unopened and in restockable condition, 100% product money-back guarantee. For Japan returns, please refer to Addendum A incorporated herein. Locations can be found in the Contact Details section incorporated in these policies.



The purpose of the 30-day, 100% product money-back guarantee is to allow Bodē Pro Customers to try our products and return them if they are not satisfied. This means that if a product is sold by the case, pack, or box, the Customer or Influencer can try one can or one sachet in the case, pack or box, and return the rest of the unopened and resalable products in the case, pack or box for a 100% product refund. The Customer or Influencer cannot drink or use multiple products and expect a full refund. Products are not marketable if they are unusable (shelf life has expired or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products.

Any Influencer found manipulating Bodē Pro's money-back guarantee will be subject to disciplinary action, up to and including suspension and/or termination of his or her Bodē Pro membership. In this regard, Bodē Pro, in its sole discretion, can vary its satisfaction guarantee policy if an Influencer's or Customer's return requests become unreasonable.

A Customer Services agent will assist you with the proper procedure for returning product. To insure accurate processing of returned orders, in no case should an Influencer or Customer return a shipment before speaking with a Customer Service representative. To eliminate errors in processing, any product returned not accompanied by a Return Merchandise Authorization Number (RMA) will result in the Influencer's account being temporarily placed in a "hold" status pending resolution of the issue. Your cooperation is appreciated.

Once you have contacted Customer Services and received your RMA number, please mail your return to the appropriate Bodē Pro Returns Centers. Locations can be found in the Contact Details section incorporated in these policies. Please ensure that you clearly mark the RMA number outside of each returned box.

Any merchandise being returned to our Bodē Pro Returns Centers must be sent pre-paid. Influencers are encouraged to use a traceable means of transport, as Bodē Pro is not responsible for items lost in transport. A credit will be issued for 100% of the product purchase price, less shipping and handling, to the credit card originally used for payment or by the original payment method.

When an Influencer pays for product with a bank draft and then returns the product, there will be a minimum of thirty (30) days before a refund check will be issued unless the Influencer provides a copy of the paid bank draft from his or her financial institution. The 30-day waiting period will begin the day the order is shipped. After the waiting period has expired and Bodē Pro has received the returned product, a refund check will be issued for 100% of the product order, less shipping and handling, provided the bank draft has cleared.

### **30. DAMAGED GOODS**

Bodē Pro is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment. It is the responsibility of the Bodē Pro Influencer or Customer to verify the condition of each item upon receipt of the order and refuse to accept any damaged goods. If a damaged shipment is left at the door or if an Influencer or Customer discovers after the fact that any part of their shipment has arrived in less than satisfactory condition, the Influencer or Customer must immediately contact Customer Service at 800-373-2624.

To insure accurate processing of damaged orders, in no case should an Influencer or Customer return a shipment before speaking with Bodē Pro's Customer Services Department. If the Influencer discovers that one (1) to six (6) cans of Verve are damaged in shipping, the Influencer must contact Bodē Pro's Influencer Services Department. Bodē Pro will replace the number of damaged cans to the Influencer. If the Influencer discovers that more than six (6) cans of Verve are damaged in shipping, the Influencer must retain the damaged product and contact Customer Services. Bodē Pro will contact the shipping company to assess the damaged product. The Influencer's account will be temporarily placed in a "hold" status pending resolution of the issue. Your cooperation is appreciated.

### **31. BUY-BACK POLICY**

Any Bodē Pro Influencer who resigns and wishes to return product to the Company should notify Bodē Pro of his or her intention by contacting Customer Service. Bodē Pro will repurchase the products that are in restockable and resalable condition. You can return marketable products that you purchased within one (1) year of your cancellation for a 100% refund, less shipping and handling fees, provided that the Influencer has complied with all the terms and conditions contained in these policies. Products are not marketable if they are unusable (shelf life has expired or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products. U.S. Influencers have thirty (30) days from the date of resignation to return product. Asia Influencers have sixty (60) days from the date of resignation to return product. European Influencers have fourteen (14) days from the date of receipt of the Bodē Pro product(s). The letter must list all the items to be returned, the quantities of each item and the sales order number(s) under which each of the items was most recently purchased. Products will not be considered resalable if they are unusable (i.e., shelf life has expired, the product has been opened or the product or version of the product is no longer carried by Bodē Pro, or the product was seasonal or sold as a special promotion).

Once the Influencer contacts Customer Services regarding buy-back, he or she will be provided with a Return

Merchandise Authorization Number (RMA), as well as the address to which the merchandise should be shipped. This Return Merchandise Authorization Number must be clearly marked on the outside of each box being returned. Any merchandise being returned must be sent prepaid. Influencers are encouraged to use a traceable means of transport, as Bodē Pro is not responsible for items lost in transit. Once the merchandise has been processed, the account will be credited or a refund processed in the manner of original payment (i.e., a credit will be issued on the credit card originally used for the product purchase).

Any advancements in the Bodē Pro Compensation Plan, bonuses or awards achieved as a result of these purchases by the returning Influencer will be reversed and the amount(s) deducted from the Influencer's refund. The Company will place a debit on the account(s) of the upline Influencers for any commissions, bonuses or awards received or paid on product returned from an Influencer.

### **32. REPLACEMENT ORDERS**

In the rare case that a Bodē Pro Influencer or Customer does not receive his or her order, the Influencer must report the missing shipment to Customer Services within fifteen (15) days from the date of their original order and Bodē Pro will issue the replacement order.

### **33. INCOMPLETE ORDERS**

Incomplete orders or shipping discrepancies should be reported to Bodē Pro Customer Service immediately.

### **34. BACK-ORDERS**

Items that are on back-order will be shipped as soon as stock becomes available. Credit for the products on back-order will be applied to the volume period during which the products were ordered and paid for.

### **35. TRACING SHIPMENTS**

If a Bodē Pro Influencer or Customer has not received his or her order within fifteen (15) days from the date of shipment, it must be immediately reported to Bodē Pro Customer Service. Bodē Pro will attempt to trace the shipment. To trace the shipment, Customer Service will require the sales order number, as well as the item(s) missing from the order. Influencers and Customers may also trace their own shipments online in the Bodē Pro Back Office of BodePro.com, depending on the shipping method chosen.

Please note that every package is considered a separate shipment by the transport company, and consequently, all of the packages in a particular order may not arrive on the same day. Influencers and customers have a maximum of fifteen (15) days from the date of an order to report that items have not been received. After this period, the order will be considered as delivered in full.

### **36. SALES AND USE TAX**

Bodē Pro will collect and remit to the various national, state, provincial, or other taxing authorities, sales taxes due on sales of Bodē Pro products, on behalf of Influencers and customers, in accordance with its written sales tax policy. To obtain a copy of the policy, contact Influencer Services. For purchases made by European Influencers and customers, Bodē Pro Europe will add the appropriate VAT amount to the price in the event the purchase is subject to taxation. In such cases, the European Influencer shall be obligated to pay the amount of the fee plus VAT. This obligation, however, does not include those who are registered for the purposes of intra-community supply of goods and provided a valid EU-VAT ID number.

### **37. INVENTORY LOADING**

Inventory loading is prohibited. Bodē Pro is a company built on the quality of its products and their use by Influencers and Customers are strictly prohibited from purchasing products or encouraging other Influencers to purchase products solely for the purpose of qualifying for commissions or bonuses.

To discourage any Influencer from encouraging other Influencers to circumvent the inventory loading prohibition, the Company will recover any bonuses made to an Influencer's upline related to any violation of this policy.

### **38. REWARDS PROGRAM (U.S.A.)**

The Bodē Pro Rewards Program is 'a first of its kind' plan designed to appeal to the 4 major marketing channels: 1) Retail Marketing; 2) Influencer Marketing; 3) Internet Marketing; and 4) Network Marketing.

When you become an Influencer, you will receive access to your Back Office and a marketing Web site. When you encounter someone wanting to become a customer, you can enroll them through this marketing Web site.

For more details on Bodē Pro's Rewards Program, please visit your Back Office at BodePro.com.

**39. EARNINGS PROCESSING**

Bonus earnings will be processed on a daily basis for the retail bonus and on a monthly basis. Bod•ē Pro monthly periods are broken down into 4 weekly periods; 1st of the month through the 7th, 8th through the 14th, 15th through the 21st, and the 22nd through the end of the month. Starting periods for each volume period start and at 12:00 and end at 11:59pm CST. For complete details please visit the Bod•ē Pro Rewards Program at [www.bodepro.com](http://www.bodepro.com).

U.S. Influencers who elect to receive their commissions in the form of a printed check will be paid on the 21st of each month which will include all weekly and monthly earnings. The minimum amount for receiving a commission check is \$10.00 and includes a \$5.00 processing fee which will be deducted from your earnings. To avoid accruing any fees, we recommend enrolling in Direct Deposit through your Bod•ē Pro Back Office.

U.S. Influencers who sign-up for direct deposit will have their commission checks deposited directly to their bank account free of charge. For Influencers outside of the U.S., commissions will be uploaded to HyperWallet. The HyperWallet account must be activated in order to receive commissions earned. An email will be sent to the Influencer from Exigo, advising the Influencer to activate their HyperWallet account.

Requests from Influencers for checks never received will require a fifteen (15) business day waiting period from the date of the original mailing. Influencers agree that if they do not present any bonus check(s) for payment within ninety (90) days from the date of issuance, the bonus check(s) will be null and void, the Influencer's interests in or right to the bonus check(s) will be forfeited.

**40. ERRORS OR QUESTIONS**

If an Influencer has questions about or believes any errors have been made regarding bonuses, downline activity, charges, or changes, the Influencer must notify Bod•ē Pro within fifteen (15) days of the date of the purported error or incident in question. Bod•ē Pro is not responsible for any errors, omissions or problems not reported within fifteen (15) days.

**41. LOCAL LAWS, REGULATIONS AND REQUIREMENTS**

Each Influencer must be familiar with and comply with all specific laws, regulations and requirements applicable to the operation of his or her business in his or her relevant jurisdiction(s), and is responsible for complying with these laws and regulations. If you violate a law or regulation in the operation of your business your Bod•ē Pro membership may be terminated.

**42. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organization information and commission recap statements, are trade secrets, proprietary and confidential to Bod•ē Pro (collectively, "Confidential Information").

Every Bod•ē Pro Influencer who is provided with such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her downline sales organization.

As a result of your Membership in Bod•ē Pro, you will have access to Confidential Information which you acknowledge to be proprietary, highly sensitive and valuable to Bod•ē Pro's business and is being made available to you solely and exclusively for purposes of furthering the sale of Bod•ē Pro products and prospecting, training and sponsorship of third parties who may desire to become Bod•ē Pro Customers or Influencers and to further build and promote your Bod•ē Pro business. You specifically warrant and represent to Bod•ē Pro that you have become an Influencer for the sole purpose of building a Bod•ē Pro business and have no ulterior motives for becoming an Influencer, including but not limited to gaining access to the Confidential Information for business purposes not associated with running a Bod•ē Pro business.

**A. TRADE SECRETS AND CONFIDENTIAL INFORMATION**

In addition to those materials described above, "Trade Secret" or "Confidential Information" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process, that:

1. Derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**B. OBLIGATIONS REGARDING TRADE SECRETS AND CONFIDENTIAL INFORMATION**

1. Whenever Bod•ē Pro makes available to the Influencer Confidential Information, it shall be for the sole purpose of conducting Bod•ē Pro business.
2. You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than Bod•ē Pro Influencers, without the prior written consent of Bod•ē Pro.

3. You shall not directly or indirectly use, capitalize upon, or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for Bod•ē Pro.
4. You shall maintain the confidentiality and security of the Confidential Information in your possession and protect against disclosure, misuse, misappropriation or any other action inconsistent with Bod•ē Pro's rights.

#### C. **FURTHER RESTRICTIVE COVENANTS**

In consideration to Bod•ē Pro for the receipt of Confidential Information, you further agree that for the term of your Influencer Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of Bod•ē Pro's contractual relationships with any Bod•ē Pro Influencer or Customer. Without limiting the generality of the foregoing, for the term of your Influencer Membership, **you agree not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any Bod•ē Pro Influencer, Bod•ē Pro Customer or anyone who has been a Bod•ē Pro Influencer or Customer for the last six months, into, or to encourage any such person in any way to promote opportunities in marketing programs of any direct sales company. This includes, but is not limited to, soliciting Bod•ē Pro Influencers or Customers to sell or purchase products or services other than the Company products or services, regardless of what type of product is sold by the other direct sales company or network marketing company.**

Furthermore, during the term of your Membership, you are prohibited from appearing in, being referenced in, or allowing your name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any direct sales company other than Bod•ē Pro . This includes, but is not limited to, sending e-mails, maintaining a Web site or Social Media site, attending meetings or participating in conference calls or other recruiting, field or company-related events or activities for any direct sales company other than Bod•ē Pro .

In addition, any action taken by a Influencer while building their organization that is found to be detrimental to Bod•ē Pro will be subject to disciplinary action, up to and including suspension and/or termination of his or her Membership. This type of action includes, but not limited to, manipulative building of super nodes and placement manipulation.

Violation of any provision of this policy constitutes an Influencers voluntary resignation and cancellation of his or her Agreement, effective as of the date of the violation, and forfeiture by the Influencer of all commissions or bonuses payable for and after the calendar month in which the violation occurred. If Bod•ē Pro pays any bonuses or commission to the Influencer after the date of the violation, all bonuses and commissions for and after the calendar month in which the violation occurred shall be refunded to Bod•ē Pro .

In addition to being entitled to a refund of bonuses and commissions and to any damages arising hereunder, in the event a person or entity violates this policy, Bod•ē Pro and any Influencer that experiences an adverse financial impact as a result of such person's or entity's violation of this policy shall be entitled to an accounting and repayment of all compensation, financial or other benefits which the person or entity directly or indirectly received and/or may receive as a result of, arising out of, or in connection with any violation of this Policy. Such remedy shall be in addition to and not a limitation on any damages, injunctive relief or other rights or remedies to which Bod•ē Pro is or may be entitled to at law or in equity.

Violations of this policy are especially detrimental to the growth and success of other Bod•ē Pro Influencers' businesses. In addition to relief sought by harmed Influencers, Bod•ē Pro may also seek and obtain from the violating Influencer damages for violations of this policy. If litigation or arbitration is undertaken to recover commissions, bonuses or damages as specified herein, the prevailing party shall be entitled to an award of attorney's fees and expenses.

Violation of any provision of this Confidentiality and Restrictive Covenant Agreement ("Confidentiality Agreement") constitutes an Influencer's voluntary resignation and cancellation of his or her membership, effective as of the date of the violation. Since the violating Influencer has resigned, all commissions or bonuses paid for and after the calendar month in which the violation occurred must be returned to Bod•ē Pro.

#### D. **TERM**

The agreements contained in the "Confidentiality Information" section of these terms and conditions shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section



of these procedures shall remain in full force and effect during the term of the previously executed Membership Agreement between Bod•ē Pro and you, and thereafter until the latter of one (1) year from your latest receipt of any Confidential Information or nine (9) months after the expiration, resignation or termination of such Membership Agreement.

**E. RETURN OF INFORMATION**

Upon termination of the Membership Agreement between Bod•ē Pro and you, you shall return all copies of the Confidential Information in the Influencer's possession or control. Upon request by Bod•ē Pro, you shall certify to Bod•ē Pro, by sworn affidavit that you have returned all copies of the Confidential Information in your possession or control and that no other copies of the Confidential Information exist in your possession or control.

**F. BREACH AND REMEDIES**

You acknowledge that Bod•ē Pro would suffer irreparable harm as a result of any unauthorized disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate Bod•ē Pro for such harm. Therefore, if you are in breach of these terms and conditions, Bod•ē Pro is entitled to a temporary restraining order or injunction, without notice to you, restraining any unauthorized disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if Bod•ē Pro prevails, you agree you are to reimburse Bod•ē Pro for its costs and reasonable attorneys' fees incurred in connection with taking the legal action.

## **ADVERTISING & PROMOTIONAL GUIDELINES**

**43. TRADEMARKS, TRADE NAMES, COPYRIGHT MATERIALS AND ADVERTISING**

The name and symbols of Bod•ē Pro and other names as may be adopted by Bod•ē Pro are proprietary trade names and trademarks of the Company.

**44. LIMITED LICENSE TO USE COMPANY MARKS**

Each Influencer is hereby licensed by the Company to use the Company's Federally registered trademarks, service marks, and other marks (hereinafter collectively referred to as "Marks"), in conjunction with the performance of the Influencer duties and obligations under the Influencer Agreement and the corresponding terms and conditions. All Marks are and shall remain the exclusive property of Bod•ē Pro. The Marks may only be used as authorized by the Influencer Agreement and the Company's corresponding terms and conditions. The license granted herein shall be effective only as long as the Influencer is in good standing and in full compliance with the Company's terms and conditions. It is expressly prohibited for an Influencer to claim any ownership of the Company's Marks (i.e., registering for a business name using the Company's Marks, etc.) unless it has been approved in writing by the Company.

Any Bod•ē Pro Influencers with a domain name or Social Media URL utilizing any of the Company's Marks (i.e. "Bod•ē Pro", "Verve", etc.) are subject to the Company's right to request the Bod•ē Pro Influencer domain name be transferred to the Company or cancelled. All Bod•ē Pro Influencers must continue to adhere to all other Bod•ē Pro terms and conditions and the Advertising & Promotional Guidelines. Bod•ē Pro Influencers must also state on their Web site(s) and Social Media sites that they are an Independent Influencer. Testimonials, health/medical claims, income claims or disparaging domain names, comments, remarks, etc. will not be allowed. Bod•ē Pro reserves the right to take appropriate actions for any violations of this policy.

These Marks are of great value to Bod•ē Pro and are supplied to each Influencer for each Influencer's use in an expressly authorized manner only. Influencers agree not to advertise Bod•ē Pro products in any way other than the advertising or promotional materials made available to Influencers by Bod•ē Pro and materials pre-approved by Bod•ē Pro's Compliance Department. Influencers agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or Bod•ē Pro marketing program, or in any other manner, any material which has not been copyrighted and supplied by Bod•ē Pro, unless such material has been submitted to Bod•ē Pro and approved in writing by Bod•ē Pro before being disseminated, published or displayed. Bod•ē Pro Influencers agree to make no false or fraudulent representations about Bod•ē Pro, the products, the Bod•ē Pro Compensation Plan or income potentials.

In addition, Bod•ē Pro Influencers are allowed a limited license to download approved Company images from its Web site in conjunction with the performance of the Influencer duties and obligations under the Influencer Agreement and corresponding terms and conditions. However, Bod•ē Pro has certain images on its Web site that are prohibited from downloading. These images will be specifically marked as "copyrighted" and cannot be downloaded. A violation of this policy will be subject to disciplinary action, up to and including suspension and/or termination of your Influencer

Membership.

#### **45. INTERNET ADVERTISING**

All Bodē Pro Influencers agree and acknowledge that all Internet advertising, Web sites, Social Media sites, and listing pages must be approved in writing by Bodē Pro and must comply with all Bodē Pro terms and conditions. If an Influencer chooses to create his or her own Web site or Social Media site, he or she must ensure the Web site and/or Social Media site is for informational purposes only and must be represented as an independent Influencer Web site. All product purchases and transactions must be done through Bodē Pro's corporate Web site, including, but not limited to, its sign-up process and shopping cart feature unless otherwise approved in writing by Bodē Pro. Selling Bodē Pro products online through a non-company hosted or non-approved Web site or Social Media site is strictly prohibited.

Social media must be used for meeting notifications and product notifications only. Social media sites may not contain product claims, income claims, testimonials or advertising materials.

All communication must be accurate, respectful, professional and honest. Do not use copyrighted material without written permission. Do not post anything that Bodē Pro, other Influencers, customers, suppliers, or vendors would find offensive, including pornography, ethnic slurs, obscenity and sexist or discriminatory comments. Do not post anything related to Bodē Pro, other Influencers, or customers without written permission, including without limitation, their address, email address or other personal data.

Search Engines continue to ensure that the company websites appear high in the search results so that customers can find our products and opportunity. The design of Influencer websites does not allow an individual Influencer to register with search engines; however, Influencers can use paid listings. Paid listing results, which are usually identified as "sponsored Links" or "Sponsored Sites" can be utilized by an Influencer. The headline of the paid listing and the keywords cannot contain Bodē Pro intellectual property; however they can contain generic statements such as "nutritional beverages," or "healthy energy drinks," and/or "weight loss" so long as those statements are in accordance with the laws where the Influencer resides.

#### **46. PROMOTIONAL MATERIALS**

A Bodē Pro Influencer may use the Company's approved marketing materials or the content must be approved by the Compliance Department. Unless the Company's prior written approval is received, the use, production or sale of any sales aid or materials, other than those provided by, or approved in writing by, the Company, to other Bodē Pro Influencers for use in promoting Bodē Pro products is prohibited.

#### **47. MEDICAL CLAIMS AND PRODUCT TESTIMONIALS**

No claims as to the therapeutic, safety or curative properties of the products, or regarding the products, may be made except those officially approved by Bodē Pro or as contained in the official Bodē Pro literature. No Influencer may make any claims that Bodē Pro products are useful in the treatment, prevention, diagnosis or cure of any disease. Medical claims regarding Bodē Pro products are strictly prohibited. Influencers and Customers should recommend to any customer who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.

#### **48. INCOME REPRESENTATIONS**

Bodē Pro does not permit any income claims. This includes claims on how much money a person can make or showing someone your check. The company also prohibits Influencer's from making lifestyle type claims like "buy a new car, live in a dream house, take a dream vacation or stating that you were able to quit your job and retire." Instead, you must tell them that there are no guarantees and their success depends on their own effort, hard work, and leadership skills.

Unless the Company's prior written approval is obtained, projections of income earnings and any potentially misleading income representations are strictly prohibited. The financial success of a Influencer depends entirely upon that Influencer's individual effort, dedication, and the training and supervision the Influencer provides to his or her downline and Bodē Pro business.

#### **49. REPRESENTATION OF STATUS**

Any and all references the Influencer makes to him or she must clearly set forth the Influencer's independent contractor status. For example, if the Influencer has a business telephone, the telephone may not be listed under Bodē Pro's name or in any other manner that does not disclose the independent contractor status of the Influencer.

**50. PROHIBITION AGAINST CROSS-LINE RECRUITING**

Actual or attempted cross-line recruiting is strictly prohibited. "Cross-line recruiting" is defined as the enrollment of an individual or entity that is already a customer or Influencer of Bodē Pro with a different enroller. The use of a spouse or relative's name, trade name, d.b.a., assumed name, corporation, partnership, trust, Federal ID Number or fictitious ID number, or any other device or contrivance to circumvent this policy is strictly prohibited. An Influencer shall not demean, discredit, or defame other Bodē Pro Influencers in an attempt to entice another customer, Influencer or prospective Influencer to become part of his or her organization.

**51. TELEPHONE / FAX / COMPUTER SOLICITATION**

The use of Bodē Pro's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Influencers or retail customers. Influencers agree to comply with the Telephone Customer Protection Act (TCPA), including but not limited to the Federal Communications Commission's prohibition against unsolicited telephone marketing calls, faxes, and text messages.

Federal and state laws severely restrict, and in some cases prohibit, certain types of telemarketing, that is, the initiation of telephone calls or messages to encourage the purchase of, or investment in, property, goods or services. Depending upon the circumstances, the law prohibits or restricts live calls, prerecorded or artificial voice messages, and the use of automatic telephone dialing machines ("autodialers") and fax machines. Effective August 25, 2003, the Federal Communications Commission ("FCC") adopted additional rules and regulations further restricting telemarketing pursuant to the federal Telephone Customer Protection Act ("TCPA"). State laws may be more restrictive than federal law.

None of its Influencers are authorized to engage in telemarketing activities on Bodē Pro's behalf. In addition, Bodē Pro cannot give you legal advice. If you, as an Influencer decide to engage, on your own behalf, in the very limited types of telemarketing activities permitted by law, it is your responsibility to consult with an attorney who is knowledgeable about this area of law and familiarize yourself with applicable federal law and the laws of any state in which you conduct business.

Furthermore, although Bodē Pro's terms and conditions, which are applicable to all Influencers, have always required you to fully comply with all federal, state and local laws, and Bodē Pro has previously issued Rules and Regulations relating to telemarketing, we have recently concluded that even more restrictions on telemarketing activities are appropriate. Effective immediately, the following policies must be adhered to:

1. Autodialers. Influencers may not use autodialers to offer Bodē Pro products, or the earnings opportunity.
2. Prerecorded or artificial voice messages. Influencers may not use prerecorded or artificial voice messages to offer Bodē Pro products, or the earnings opportunity, unless: (a) you have an established business relationship with the recipient, or (b) you have obtained the prior express consent of the recipient to the use of such prerecorded or artificial voice messages.
3. Unsolicited faxes & unsolicited e-mail and text messages. Influencers may not send a fax message, an e-mail or text message to anyone with whom you do not have an established business relationship, or who has not given you prior express permission to send them a fax message.
4. Do Not Call Lists. Influencers may not contact, either by telephone or by fax, any person or entity whose telephone number is on any government sponsored "Do Not Call" list, unless one of the FCC's exemptions is applicable to the specific person or entity. You must also maintain your own "Do Not Call" list that records the number(s) of any person or entity that requests that they not be contacted by you. Furthermore, you must maintain a written policy governing the "Do Not Call" list, and all personnel engaged in telephone solicitation on your behalf must be trained in the existence and use of the list. It is your responsibility to consult with your attorney to determine the requirements of federal and any state laws relating to "Do Not Call" lists, and to comply with those requirements.
5. Further restrictions. Federal law requires that any person or entity making a telephone solicitation must, at the beginning of the message, provide the called party with the name of the individual caller and the name of the person or entity on whose behalf the call is being made. The person or entity on whose behalf the call is made must also provide a telephone number or address at which such person or entity may be contacted. In addition, no calls may be made before 8:00 a.m. or after 9:00 p.m. (local time at the called party's location).
6. Electronic Communications. The CAN-SPAM Act of 2003, a federal law that governs the use of email messages to advertise or promote a commercial product or service, including content on an Internet website operated for commercial purposes, applies to all Influencers who promote the sale of Bodē Pro products or the earnings opportunity by sending email, regardless of whether the Influencer has a pre-existing business or personal relationship with the recipient. Failure to obey the requirements of the CAN-SPAM Act could result in criminal

and civil enforcement actions, imprisonment and severe financial penalties. Influencers may not send unsolicited commercial email or unsolicited bulk email (spam). Influencers are prohibited from sending messages unless the Influencer has a prior existing business or personal relationship with the recipient; or the recipient has provided prior affirmative consent to receive the message. "Prior existing business relationship" means a relationship formed by a voluntary, two-way communication between the Influencer and the recipient based on the recipient's prior purchase, transaction, or inquiry. "Personal relationship" means a relationship based on the recipient's status as a family member, friend or acquaintance with respect to the Influencer. "Affirmative consent" means that the recipient has expressly consented to receive the message, either in response to the Influencer's clear and conspicuous request for such consent or at the recipient's own initiative. Consent must specifically address receipt of messages regarding Bod•ē Pro products or the earnings opportunity. It is the Influencer's responsibility to ensure his or her compliance with all laws and regulations.

The policies set forth above must be adhered to in all cases. As an Influencer, it is your responsibility to abide by all applicable laws, as well as Bod•ē Pro's terms and conditions, and to make sure that those who you supervise do so as well.

## **52. COMMERCIAL OUTLETS**

Bod•ē Pro products may not be displayed and/or sold to the general public in any office or business/commercial outlet, online, eBay, Internet store fronts (with the exception of Bod•ē Pro's corporately-hosted Influencer Web sites) or through home shopping network programs (i.e., HSN, QVC). Exceptions to this rule are in the "Trade Shows and Expositions" section and the "Bulk Pack Orders" section as defined below. Owners of commercial establishments may be sponsored into the business, but must conduct their Bod•ē Pro business outside their store or in a private office/room that is not accessible to, or in view of the general public. This policy assures all Bod•ē Pro Influencers an equal opportunity to be successful in their Bod•ē Pro business.

Bod•ē Pro Influencers may display and/or sell Bod•ē Pro products in:

1. Offices and other areas located in private clubs that are not accessible to, or in view of, the general public; or
2. The private offices of professionals that operate by appointment only (e.g., doctors, dentists, chiropractors, etc.).

## **53. SOCIAL MEDIA**

All Bod•ē Pro Influencers and/or Customers agree, acknowledge and affirmatively accept anything placed (photos, testimonials, statements, marketing materials, etc.) on a Social Media site such as Facebook, Twitter, YouTube, Pinterest, LinkedIn, Instagram, etc. must adhere to the Advertising & Promotional Guidelines policy as well as all Bod•ē Pro terms and conditions incorporated herein.

To promote authenticity and transparency in your online presence we have created these Social Media guidelines:

- When creating your Social Media profile(s), please ensure that the account name identifies you personally and does not imply that you are part of Bod•ē Pro corporate. Avoid using account names and/or online aliases that could cause confusion with Bod•ē Pro or its trademarks.
- If a Social Media profile requests an "employer" or "job", please remember that you are an independent contractor, and not an employee of Bod•ē Pro. Use phrases such as "Independent Influencer at Bod•ē Pro" or "5 Star Platinum Influencer at Bod•ē Pro".
- Bod•ē Pro is a family-oriented business, and as such you should be respectful, professional, and honest in your posts and avoid offensive or discriminatory comments.
- Please be respectful of the privacy of other Influencers and Customers, especially in relation to their personal information.
- Make it clear in your Social Media postings that you are speaking on your own behalf by writing in the first person and using your personal contact information in your profile settings.

The Bod•ē Pro provided website ("Influencer website") is the only authorized website in which Influencers are allowed to promote Bod•ē Pro products or services. If an Influencer chooses to link his/her Influencer website, he/she must follow this linking policy.

The links must not:

- a. Imply that Bod•ē Pro endorses the websites content
- b. Use any Bod•ē Pro intellectual property, unless provided by Bod•ē Pro



- c. Contain content or material that could be construed as illegal, offensive, pornographic, or distasteful
- d. Include false or misleading information about Bodē Pro or the Bodē Pro products, opportunity, commission plan
- e. Misrepresent any relationship with Bodē Pro
- f. Operate in violation of any applicable federal, state, provincial, district, territorial, or local law, rule or regulation
- g. Contain content that violates or infringes upon the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity, or privacy of any other right of any entity or persons or contain material that is disparaging or libelous
- h. Promote the products or opportunity of any other direct selling company

#### **54. INTERNET AND MOBILE APPLICATIONS (ALSO KNOWN AS “APPS”)**

At this time, Influencers are prohibited from developing and marketing any type of “APPS” for Internet-enabled tablets, mobile phones or electronic devices, utilizing the Bodē Pro brand, products and/or opportunity. This includes developing applications for iOS (iPhones and iPads), Android, Blackberry, Twitter and Facebook.

#### **55. TRADE SHOWS AND EXPOSITIONS**

Bodē Pro Influencers are encouraged to display and/or sell Bodē Pro products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Influencer to contact the event sponsor to determine whether another Influencer has reserved a booth at such event. Accordingly, Influencers must be aware that more than one (1) Influencer may attend an event. All marketing materials displayed at the event must be company-provided literature or approved by Bodē Pro, in advance, in writing, and must clearly identify the individual(s) as Bodē Pro Influencers.

Bodē Pro Influencers are not allowed to display and/or sell Bodē Pro products in places where the sale is prohibited by State, federal, or local laws.

Bodē Pro Influencers may not display and/or sell Bodē Pro products at swap meets, garage sales or flea markets as these events are not conducive to Bodē Pro’s professional and high quality image.

#### **56. BULK PACK ORDERS (U.S. only)**

Influencers have an opportunity to purchase certain Bodē Pro products in 40-Packs (“Bulk Packs”). For more information on the Bulk Packs, pricing, payment options, shipping and handling, please contact Influencer Services at 800-373-2624.

Bodē Pro has established certain criteria that Influencers must abide by when purchasing these Bulk Packs:

- All Bulk Pack purchases must be authorized by Bodē Pro.
- Retailing in big box stores or through food distributors is prohibited.
- Store owners of retail establishments must be an active Influencer of Bodē Pro in good standing in order to retail the product
- Verve Energy Drinks are available for individual resale and must be sold at the suggested retail price of \$3 or higher.
- Damaged and/or incomplete orders should be reported to Customer Services immediately (800-373-2624).
- All Bulk Pack purchases are final. No returns will be accepted.

If an Influencer violates these policies, the Influencer will be subject to disciplinary action, up to and including suspension and/or termination of their Bodē Pro Membership.

#### **57. AUDIO AND VIDEO RECORDINGS**

All Bodē Pro materials, whether printed, electronically produced, computer generated on film, or produced by sound recording, are copyrighted and may not be reproduced, in whole or in part, by Bodē Pro Influencers or any other person, except as authorized by Bodē Pro. Permission to reproduce any materials will be considered only in exceptional circumstances.

Influencers are prohibited from making audio or video recordings of speeches, discussions, conference calls, or other presentations made by any Bodē Pro company officer, authorized agent, representative or employee, unless

specifically authorized in writing by a Bod•ē Pro company officer.

An Influencer may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are similar in nature to those produced, published and provided by Bod•ē Pro for its Influencers. Nor may an Influencer purchase, sell or distribute non-company materials, that imply or suggest that said materials originate from Bod•ē Pro.

**58. DISPLAY ADS**

Any display ads or trademark advertising copy, other than covered in the foregoing rules, must be submitted to Bod•ē Pro's Compliance Department and approved by Bod•ē Pro, in writing, prior to publication.

**59. MEDIA INQUIRIES**

Any inquiries by the media must be referred immediately to Bod•ē Pro at Compliance@BodePro.com. The purpose of this policy is to ensure an accurate and consistent public image. Bod•ē Pro Influencers may not act as spokespersons for Bod•ē Pro without prior written approval from Home Office.

**60. TELEPHONE/ONLINE DIRECTORY LISTINGS**

Influencers may list themselves in the white pages under "Bod•ē Pro" provided that the words "Independent Distributor" or "Independent Influencer" immediately precede or follow their name and/or telephone number.

Bod•ē Pro  
Independent Distributor  
Doe, John  
987 Right Street 555-4321

Doe, John--Bod•ē Pro  
Independent Influencer  
987 Right Street 555-4321

Yellow Pages. An Influencer is also permitted to place a pre-approved Bod•ē Pro advertisement in the yellow pages at the Influencer's expense. Bod•ē Pro suggests that these advertisements be placed in the Health and/or Nutrition products sections of the directory.

**61. LABELING AND PACKAGING**

Bod•ē Pro Influencers may not re-label, modify or re-package any Bod•ē Pro products, sales aids or Company provided materials under any circumstances.

**62. NON-USE OF SPEAKER AND CELEBRITY LIKENESS**

Bod•ē Pro Influencers are prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any Speaker or Celebrity presentations or appearances at any event. Bod•ē Pro Influencers are prohibited from altering, modifying and/or transferring press releases and/or celebrity photos to benefit their personal advertising purposes. Bod•ē Pro Influencers are prohibited from using, reusing, broadcasting, displaying, reproducing, distributing and reprinting, in any form and through any media, the image or likeness in a photograph, videotape, film, digital medium, illustration or art work, the name, voice and biographical information of any Speaker or Celebrity, in which it may be construed as a celebrity endorsed product advertisement, unless otherwise approved in writing by Bod•ē Pro Nutrition Company.

Influencers found in violation of this policy will be suspended effective immediately. Influencers will be notified of the policy violation via e-mail and they will have forty-eight (48) hours to remove the non-compliant information from all web and Social Media postings and marketing materials. Failure to comply may result in termination of the Bod•ē Pro Membership.

**63. THIRD PARTY VENDORS**

As Bod•ē Pro continues to grow and the Bod•ē Pro brand continues to develop, it is imperative that Bod•ē Pro maintain full control of how everything associated with Bod•ē Pro is positioned in the marketplace. All Bod•ē Pro merchandise and the manner in which it is sold, is strictly controlled by Bod•ē Pro corporate office. Bod•ē Pro will address any unapproved Bod•ē Pro Influencer vendors as they are brought to the attention of Bod•ē Pro corporate.

## **ADDITIONAL POLICIES**

### **64. AMENDMENTS**

In order to maintain a viable marketing program and to comply with changes in federal, state, jurisdictional, local laws or economic conditions, the Bod•ē Pro Influencer acknowledges that Bod•ē Pro may modify or amend Company policies or its Compensation Plan at any time. Such modification or change shall be binding on the Influencer, except for the Dispute Resolution Agreement contained herein. Any modification or change to the Dispute Resolution Agreement contained herein shall not apply to a dispute of which Bod•ē Pro has actual notice on the date of the modification or change. Any termination of the Dispute Resolution Agreement contained herein by Bod•ē Pro shall not become effective until ten (10) days after Bod•ē Pro gives notice of the termination to all Influencers, as provided below, or as to disputes which arose prior to the date of termination. All Influencers have a duty to keep current on policy and marketing changes. Receipt of notice of such changes shall be conclusively presumed when Bod•ē Pro has posted such changes on its Web site at BodePro.com.

### **65. WAIVERS AND EXCEPTIONS**

Bod•ē Pro reserves the right to waive or make exceptions to any provision of these policies. However failure of Bod•ē Pro to exercise any rights in or make exceptions to the Terms and conditions, Influencer Agreement or Compensation Plan shall not constitute a waiver of Bod•ē Pro's right to demand compliance therewith. Waiver of any requirement or making an exception may only occur by express written waiver executed by an authorized officer of Bod•ē Pro. Any such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

### **66. COMPLIANCE WITH APPLICABLE LAWS**

Bod•ē Pro is a family-oriented business that expects its Influencers to conduct themselves with the highest ethics and integrity. Each Influencer confirms that he or she has never been convicted of a felony, charged with any crime involving moral turpitude or violated any court order. If a question arises regarding the propriety of a Influencer's current or past conduct which might reflect negatively on Bod•ē Pro, or constitute a violation of Bod•ē Pro's terms and conditions, or present a potential danger to other Influencers or customers, Bod•ē Pro shall be notified immediately. Such notification should be in writing and include specific facts.

### **67. NONDISPARAGEMENT**

During the term of a Bod•ē Pro Influencers Agreement and for a period of six (6) calendar months following the termination of such Agreement for any reason, a Bod•ē Pro Influencer shall not disparage other Bod•ē Pro Influencers, Bod•ē Pro's products, services, Rewards Program, or Bod•ē Pro's employees or officers to other Bod•ē Pro Influencers or third parties. "Disparage" shall mean making statements, whether true or false, that: (i) discredit or detract from the reputation of Bod•ē Pro, its products, services, Rewards Program, employees or Bod•ē Pro Influencers; or (2) that present any of the foregoing in a negative light. Any questions, suggestion or comments regarding these issues should be directed in writing to Bod•ē Pro's Corporate Offices only.

### **68. INDEMNITY AGREEMENT**

In the conduct of Influencer business, each Influencer shall refrain from all conduct that might be illegal, or harmful to the reputation of Bod•ē Pro or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral or any action that constitute such Influencer's breach of any of the terms of this Agreement. Each Influencer shall:

1. Hold harmless and indemnify Bod•ē Pro , its officers, directors, employees and agents for any claims, damages or liabilities arising out of Influencer's business practices, including such Influencer's breach of any terms of these Terms and conditions, and this Agreement. This indemnity specifically includes any attorneys' fees incurred by Bod•ē Pro as a result of the foregoing; and
2. Specifically authorize Bod•ē Pro to offset any such claims, costs, expenses, legal fees, damages or liabilities against any and all commissions payable to such Influencers. Influencers found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Membership.

### **69. CORPORATE COMMUNICATION VIA E-MAIL AND TEXT**

By agreeing to these Terms and Conditions, you consent to Bod•ē Pro sending commercial e-mails related to your Bod•ē Pro business. You can withdraw your consent at any time, but keep in mind that certain informational e-mails are required as part of your Bod•ē Pro business. Bod•ē Pro will send you commercial text messages if you consent to receive marketing, autodialed text messages from Bod•ē Pro. Bod•ē Pro Alerts is our marketing text messaging

program, which sends maximum 5 messages/week. Message and data rates may apply. Text STOP to opt-out. Contact 800-373-2624 for help.

## **70. CUSTOMER PROGRAMS**

Bodē Pro rewards Customers and Influencers with complimentary “Loyalty Points” for each non-promotional product they purchase. These Loyalty Points can be redeemed for free products once specific thresholds have been met. Loyalty Points balances can be viewed and redeemed through a user’s personal Back Office account. Loyalty purchases can only be redeemed once a user has accrued enough points to cover the entirety of a loyalty purchase.

Important information about the Loyalty Points Program:

1. Personal orders that are placed through the Bodē Pro Autoship program for both Customers and Influencers will provide double the loyalty points when compared to single retail purchases.
2. Promotional packs which are sold at a discounted price will not grant loyalty points.
3. A Customer or Influencer must have the entire amount of points required to claim a loyalty product. The various Loyalty Points required to redeem for free products can be found in a user’s Back Office account on the Loyalty Program page.
4. Tax, duties, and shipping are required and cannot be covered by using Loyalty Points.
5. Once a Customer or Influencer reaches 2000 or more Loyalty Points on their current balance, they will not accrue any additional points until the balance drops below 2000. Please note that a Customer or Influencer is not limited to banking more than 2000 Loyalty Points at once, but all future orders will not accrue additional loyalty points until a user redeems enough points to drop below the maximum threshold.
6. Loyalty Points expire after one year of accrual.
7. Loyalty products carry no organizational points, provide no retail profit, and do not create additional loyalty points when redeemed.
8. Returned or canceled orders will cause Loyalty Points from the order to be deducted.
9. An account which is not in good standing cannot redeem loyalty products.
10. Loyalty Points carry no cash value.

Additional information for Influencers:

- Influencers can only earn points on their personal orders. Downline orders will not earn Loyalty Points.
- Influencers will also earn double points for all personal Autoship orders when compared to single retail purchases.

Additional information for Customers:

- When an existing Customer enrolls a new customer and the new customer makes a purchase within thirty (30) days of enrolling, the enrolling Customer will receive a one-time Loyalty Points match equal to the original points of the new customer’s first order.

In addition to our Loyalty Program, we will also provide each customer a personalized website that is linked to their individual customer code. This allows all customers to personally share the products with others and get credit for those referrals.

This personalized website allows customers to refer other customers as well as:

- Access to the Bodē Pro line of wellness products.
- Choose to participate in the Auto-delivery Program.

Commissions on orders will be paid to your Enroller as long as the Enroller is qualified to earn bonuses according to the Bodē Pro Compensation Plan.



Customers can elect to participate in the Bodē Pro Rewards Program at any time by upgrading to Influencer status.

To upgrade to Influencer status, a Customer must:

1. Purchase the Influencer business starter package including marketing tools for a one-time cost of \$29.95.
2. Agree to the Company's terms and conditions.

As a Customer or Influencer of Bodē Pro, you agree to abide by Bodē Pro's terms and conditions as incorporated herein.

## **71. DISPUTE RESOLUTION AGREEMENT / WAIVER OF JURY TRIAL**

If a dispute arises between or among Bode Pro, its Influencers, officers, employees, distributors or vendors arising from or relating in any way to this agreement, their relationship with Bode Pro (contractual or otherwise), or the purchase or sale of any products or services sold by Bode Pro, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

IN THE EVENT SUCH EFFORTS ARE UNSUCCESSFUL FOR ANY REASON THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.")

THEN IN EFFECT, EXCEPT THAT (i) ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE. The arbitration shall occur in Maricopa County, Arizona, U.S.A.

The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If an arbitrator is not selected by agreement within ten (10) days of the first written notice of intent to mediate/arbitrate, a mediator/arbitrator shall be selected in accordance with the Commercial Rules of the A.A.A.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgment. Either Party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.

The Parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide, basis, and that 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 SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS DISPUTE RESOLUTION POLICY.

The Parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, attorneys' fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and attorney's fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.

The Parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.

**Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.**

If you do not wish to be bound by the arbitration provisions herein, you must notify Bod•ē Pro in writing 30 days from the date of acceptance of the agreement, or revision of this Dispute Resolution Agreement, by email at [compliance@BodePro.com](mailto:compliance@BodePro.com) or by mail to Bod•ē Pro at 7343 E. Scottsdale Mall, Suite 3001, Scottsdale, AZ 85251. By opting out, your membership will be changed from an Influencer to a Customer, which will still allow you to purchase Bod•ē Pro's products.

If a current or former Influencer breaches any of his/her/its obligations contained in the Application terms or Policies, the applicable post-cancellation restrictions will be extended by and tolled for the length of time that the current or former Influencer is in breach.

## 72. POLICIES AND PROVISIONS SEVERABLE

If any provision of these policies (T & Cs), in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provisions shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never compromised a part of these Policies (T & Cs).

## CONTACT DETAILS

### United States and Canada

7343 E. Scottsdale Mall, Suite 3001

Scottsdale, AZ 85251

Phone: 1-800-577-0777

Facsimile: 1-888-314-9827

E-mail: [customersupport@bodepro.com](mailto:customersupport@bodepro.com)

### Returns address (United States)

BodePro Returns

1250 N Fairway Drive

Bldg B Suite # 103

Avondale, AZ 85323

## ADDENDUM A

## ADDITIONAL TERMS AND CONDITIONS FOR JAPAN

**The statements below are required by Japanese law in the Gaiyo-shomen and Keiyaku-shomen. This regulation applies only to the Gaiyo-shomen and Keiyaku-shomen.**

**PROHIBITED ACTIVITIES**

Influencers are prohibited from:

1. Enrolling a person without explaining the purpose of enrolling and explaining the Bod•ē Pro products.
2. Enrolling a person or signing an application in a private setting without explaining the intent of the meeting. The exception would be enrolling a person in a public forum.
3. Neglecting to completely explain the products, performance, quality and price or misrepresenting the facts.
4. Neglecting to explain the cost of sign-up to a new Influencer and neglecting to inform the new Influencer of the type of bonus qualifications which an Influencer has to meet in order to be eligible to earn bonuses and neglecting to explain the types of bonuses and the amounts an Influencer could receive.
5. Enrolling prospective Influencers by making false income representations or misrepresenting the facts.
6. Neglecting to explain the return policies and the policies regarding resignation and, more specifically, about the “cooling-off” period.
7. Neglecting to explain important matters which influence the judgment of a prospective Influencer.
8. Intimidating or confusing a prospect in order to make them sign an application or discouraging them from terminating their Membership.
9. Enrolling or introducing Bod•ē Pro opportunities at an inappropriate time.
10. Using the Bod•ē Pro trademark (logo) or any symbols of Bod•ē Pro without the permission of the Company.
11. Advertising Bod•ē Pro by way of mass media and to a large number of the general public.
12. Violating any other related laws, rules and regulations and/or engage in any behavior suspected of such violations.

**COOLING-OFF**

Once a new Influencer has signed up, either on the day of receipt of the Keiyaku-shomen sent by Bod•ē Pro or the day of receipt the initial products were shipped, whichever comes later, each new Influencer has a 20-day period during which they can cancel their Membership. This is a “No Questions Asked” right and is only valid during the first twenty (20) days and must be requested by fax, letter or postcard. This “Cooling-Off” period is simply a way to resign if an Influencer is not completely satisfied with their Membership, products, performance, quality or any other reason. Furthermore, the resigning Influencer will not be required to pay for their initial product order. If an Influencer has already paid the full or partial price of the products, Bod•ē Pro will issue a full refund immediately by the original payment method. Bod•ē Pro will not seek restitution or penalize the Influencer due to its “Cooling-Off” policy. The Influencer’s account will receive a “negative sale” for the returned order(s). The Influencer will not be qualified to earn bonuses until the “negative sale” has been satisfied. Any advancements in the Bod•ē Pro Compensation Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Influencer’s refund. The Company will place a debit on the account(s) of the upline Influencers for any commissions, rebates, bonuses or awards received or paid on product returned from an Influencer.

If a Influencer is threatened by someone because of their choice to terminate their Membership and the “Cooling Off” period has lapsed, Bod•ē Pro will honor the request after the 20-day “Cooling Off” period if a written explanation is sent.