

Please print clearly in blue or black ink. Please note that this Application cannot be processed without all fields completed.

Applicant Information	Sponsor Information
Name: _____	Name: Mark Licon
Name as you would like it to appear for recognition (if different from above): _____	ID Number: 13088 Screenname: Prenatalpeek
Social Security or Federal Tax ID* Number (for tax purposes only): _____	Address: 510 N Diamond Bar Blvd
Billing Address: _____	City, State, and Zip Code: Diamond Bar, Ca 91765
City, State, and Zip Code: _____	Phone: 909-753-2425 Fax: 909-860-5247
Shipping Address (if different): _____	E-mail: marklicon@marklicon.com Approved _____
City, State, and Zip Code: _____	Sponsor's Signature _____ Digital Signature <u> <i>Mark Licon</i> </u>
Phone: _____ Fax: _____	By signing this Application and Agreement, I agree to fulfill the obligations of the applicant as described in the Beachbody Policies and Procedure. I have provided the most current version of the Beachbody Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing the Agreement.
E-mail: _____ Date of Birth: _____	

* - **Assumed Names, Corporations, Partnerships, or Trusts** -- If your business will be owned by a corporation, partnership, company, LLC or trust, or will be operated under an assumed name (e.g., *XYZ Enterprises or John Doe and Associates*), you must complete the Business Entity Application attached to this Application and submit it with this Application and Agreement.

<p>Beachbody Coach Business Kit Applicants must purchase a Beachbody Coach Business Kit (optional in North Dakota). It contains essential sales and marketing material and literature to help you build your business. The Coach Business Kit additionally includes the first month of your personalized Coach Business Services Fees and Beachbody Online Office tools. Only \$39.95.</p> <p>Personalized Business Services For only \$14.95 a month, you will receive customizable proprietary website to track and manage your entire business. The Business Services additionally includes access to the proprietary Beachbody Online Office tools, a set of powerful tools that provide critical features and benefits to help you successfully manage and grow your business. Following the initial month, this fee will be automatically charged each month to the credit card listed below.</p>	<p><input type="checkbox"/> YES! I would like to buy the Beachbody Showcase Fitness pack for just \$199.99 (retail value \$430.00).</p> <ul style="list-style-type: none"> Six of our Top Selling Fitness DVDs Three Fitness Resistance Bands Squishy Ball <p><input type="checkbox"/> YES! I want to join the Beachbody Club for just \$2.99/week billed quarterly as \$38.87.</p> <ul style="list-style-type: none"> Diet & Nutrition Information and Meal Planning Tools Fitness Tools and Tips from Beachbody Trainers Online Community and Peer Support
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Payment Information (Participation requires payment by credit card) Mastercard Visa American Express Discover

Card No. _____ Expiration Date _____ CVV (security code) _____

Name as it appears on Card _____ Authorized Signature _____

Address where Card Statement is mailed _____

I expressly authorize Beachbody through Product Partners, LLC to charge the above credit card for all charges indicated on this Application

I have carefully read the terms and conditions on the back of this Application and Agreement, the Beachbody Policies and Procedures, and the Beachbody Compensation Plan (available online at www.teambeachbody.com or provided upon request), and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Beachbody independent business at any time, with or without reason, by sending written notice to the Company at the above listed address. I further understand and agree that Beachbody may terminate this Agreement, with or without reason, upon 30 days advance notice to me. By signing below, I certify that I am at least 18 years of age and that I have the right to enter into this Agreement and execute this Application.

Applicant's Signature _____ Date _____

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

Mail the completed signed original Application and Agreement to: Beachbody, Coach Application Dept., 8383 Wilshire Blvd., Suite 1050, Beverly Hills, California 90211, or Fax to (323) 904-5674. If this application is faxed, you must fax both the front and back of the Application. Please allow up to 48 hours for processing of this Application.

Terms and Conditions

1. I understand that as an independent Coach for Beachbody through Product Partners, LLC (“Beachbody” or the “Company”):
 - a. I have the right to offer for sale Beachbody products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll and sponsor persons in Beachbody.
 - c. If qualified, I have the right to earn commissions pursuant to the Beachbody Compensation Plan.
 - d. I will at all times comply with all federal, state, county and municipal laws, ordinances, rules and regulations.
2. I agree to present the Beachbody Marketing and Compensation Plan and Beachbody products and services accurately and solely as set forth in official Beachbody literature.
3. I agree that as a Beachbody Coach I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Beachbody. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses.
I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF BEACHBODY FOR FEDERAL OR STATE TAX PURPOSES. Beachbody is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I further understand and agree that my participation as a Beachbody Coach is voluntary, and that Beachbody has not provided me any promises or guarantees of any levels of success or compensation.
4. I have carefully read and agree to comply with the Beachbody Policies and Procedures and the Beachbody Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Beachbody. I understand that these Terms and Conditions, the Beachbody Policies and Procedures, or the Beachbody Marketing and Compensation Plan may be amended at the sole discretion of Beachbody, and I agree to abide by all such amendments. Notification of amendments shall be posted on Beachbody’s website. Amendments shall become effective 30 days after posting. The continuation of my Beachbody business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is until cancelled by me or Beachbody in accordance with the Agreement. If I fail to maintain my Coach requirements, including payment of my Business Services Fees, or if it is canceled or terminated for any reason, I understand that I may permanently lose all rights as a Coach. I shall not be eligible to sell Beachbody products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any further bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Coach may cancel this Agreement at any time, and for any reason, upon written notice to Beachbody at its principal business address. Beachbody may cancel this Agreement for any reason upon 30 days advance written notice to Coach.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Beachbody. Any attempt to transfer or assign the Agreement without the express written consent of Beachbody renders the Agreement voidable at the option of Beachbody and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Beachbody may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. Beachbody, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release Beachbody and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Beachbody and its affiliates from all liability arising from or relating to the promotion or operation of my Beachbody business and any activities related to it, and agree to indemnify Beachbody for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. The terms provided in this Section 8 shall survive any termination of the Agreement.
9. The Agreement, in its current form and as amended by Beachbody at its discretion, constitutes the entire contract between Beachbody and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Beachbody of any breach of the Agreement must be in writing and signed by an authorized officer of Beachbody. Waiver by Beachbody of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Prior to instituting legal proceedings for which damages are sought as a remedy, the party alleging a

breach shall first provide written notice to the other party providing a detailed explanation why they believe a breach has occurred. The recipient of the notice shall have ten days to respond and try to resolve the dispute (“notice and cure period”). If the parties are unable to resolve the dispute within the notice and cure period, the parties shall schedule a nonbinding mediation to occur exclusively within Los Angeles, California within 45 days following the expiration of the notice and cure period. If the dispute is not resolved through mediation, the parties may proceed to resolve any and all disputes and claims relating to Beachbody, the Coach Agreement, the Beachbody Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Coach and Beachbody, or any other claims or causes of action relating to the performance of either an independent Coach or Beachbody under the Agreement or the Beachbody Policies and Procedures shall be settled totally and finally by arbitration exclusively in Los Angeles County, State of California or such other location as Beachbody prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party shall be responsible for its own costs and expenses of mediation and arbitration, including but not limited to legal and filing fees. Notwithstanding the foregoing notice and cure and mediation process, either party may forego the notice and cure and mediation process and immediately institute a lawsuit seeking a writ of attachment, garnishment, temporary restraining order, preliminary injunction, permanent injunction or other equitable relief as necessary to safeguard and protect its intellectual property and other interests.

13. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

14. Montana Residents: A Montana resident may cancel his or her Coach Agreement within 15 days from the date of enrollment, and may return his or her Coach Business kit (and introductory bonus kit if applicable) for a full refund within such time period.

15. If a Coach wishes to bring an action against Beachbody for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Beachbody for such act or omission. **Coach waives all claims that any other statutes of limitations applies.**

16. I authorize Beachbody to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

17. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller but the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to Beachbody Cancellation, 8383 Wilshire Blvd., Suite 1050, Beverly Hills, California 90211, NOT LATER THAN MIDNIGHT of the third business day (5 business days for Alaska residents) following the date you executed this Agreement.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____ Date _____