



Welcome to Bod•ē Pro! We provide the products, the opportunity, the tools, and the technology, you provide the hard work!

1. Why do we ask you to agree to Bod•ē Pro's terms and conditions?

This Influencer agreement, also referred to as the Terms and Conditions (T & Cs) contains the terms and conditions that are part of your toolkit. This provides you with the information you need to operate your business properly and in compliance with Bod•ē Pro's policies.

2. How do I join Bod•ē Pro?

You can join Bod•ē Pro as a customer by signing up online with the Influencer's website who referred you to Bod•ē Pro.

3. What is an Influencer?

An Influencer introduces new customers to Bod•ē Pro and participates in the opportunity to earn commissions and bonuses based upon their volume of sales

4. How do I become an Influencer?

Everyone who joins Bod•ē Pro will join as a Customer. A Customer can become an 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 policies and procedures.

5. Do I have to purchase products to become a Customer or Influencer?

You do not have to purchase products to join Bod•ē Pro.

6. Do I have to provide my tax identification number?

You will only have to provide us your tax identification number (and other required forms) if your income during the year is higher than the amount set by your countries tax authorities (i.e. In the U.S. this amount is \$600.00).¹

7. What do I have to pay to become a Bod•ē Pro Influencer?

To become an Influencer you must purchase the Influencer Starter Pack for \$29.95 and pay the monthly fee of \$9.95 for ongoing social media training, internet marketing tools, and an annual fee of \$29.95 to remain an active Influencer.

8. What happens if I do not pay my monthly fee or choose to cancel my monthly fee?

Influencers who do not pay or choose to cancel the monthly fee will be converted to Customer status. Cancellation of monthly 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 you choose to become an Influencer with the right to earn commissions again, you must contact Customer Service at 800-373-2624.

9. Can I be a Bod•ē Pro Influencer using my business name or a corporation name?

Yes. You will need to complete and submit a form for Operating under a Business Name. You will also need to provide us with your 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.





10. **Can I become an Influencer if I am younger than 18?**

No. You must be 18 years of age or older to become a Bod•ē Pro Influencer. In some jurisdictions you must be 19 of age or older to join.²

11. **Can my spouse become a Bod•ē Pro Influencer too?**

Yes, you and your spouse can join either join together or you can each join separately. If you and your spouse choose to join separately both accounts must (1) be in the same sales organization and (2) one must be the enroller of the other.

12. **Can I join Bod•ē Pro with a Partner?**

Yes, you can join with up to one other person. If you choose to enroll this way you agree that only the first person on the account will be eligible for recognition and special awards. Special awards include tangible items earned such as rewards and/or recognition as well as recognition events, dinners, trips, corporately-hosted training and meetings, etc.

13. **May I change where I am placed in the Sales Organization?**

You may request to change your placement only in exceptional circumstances (i.e. clerical error). You can change your placement if:

- Change request is made within five (5) days of signing up
- agrees with and approves the change
- \$50 processing fee is paid

When placement changes are made after commissions and/or bonuses are paid out, no recalculations will be done.

14. **May I change my Enroller?**

Your enroller may be changed if:

- The change request is made from the enroller
- The request is made within ten (10) days of the entry date with the current enroller
- \$50 processing fee is paid

When placement changes are made after commissions and/or bonuses are paid out, no recalculations will be done.

15. **Can I have more than one Bod•ē Pro Influencer or Customer account?**

No, each person may only have one Bod•ē Pro account whether you are a Customer or Influencer.

One exception is if you acquire another business through succession.

16. **Am I considered an employee of Bod•ē Pro?**

No. You are not an employee of Bod•ē Pro, you are an independent contractor. You are not eligible for employee compensation or benefits. This means that you:

- Cannot enter into contracts in Bod•ē Pro's name





- Pay your own income taxes and social security tax and are not considered an employee for the purpose of the Federal Insurance Contribution Act or federal or state tax.
- Set your own hours
- Supply your own equipment
- Decide how to sell Bod•ē Pro products as long as you abide by these Terms & Conditions and applicable laws.

17. Can I give away or sell my Bod•ē Pro Influencer business?

If approved by Corporate, you may sell your Influencer business to an approved buyer. The sale is subject to corporate approval and the buyer must meet eligibility requirements. Contact the Compliance Department for additional information. A Bod•ē Pro business can be left to an Influencer's heirs as well.

18. How do I cancel my Bod•ē Pro business? Can I re-apply if I cancel?

You can cancel your Bod•ē Pro business at any time. This can be done in writing, by telephone with proper verification, or by e-mail request submitted to info@bodepro.com. You will not be paid any commissions or bonuses for the volume period in which you cancel your Bod•ē Pro business.

If you cancel your Bod•ē Pro business, you can re-apply at any time under the enroller and sponsor you cancelled under. If you want to re-apply under a new enroller you must wait 24 weeks before reapplying. When you reapply your enroller will determine what sponsor you will be placed under.

19. Can Bod•ē Pro cancel my Influencer business?

Yes, we may suspend or terminate your Influencer business or take other disciplinary action if you violate these Terms & Conditions; violate the law, or have no activity on your account for 24 consecutive weeks.

20. What happens if I am disciplined, suspended or terminated by Bod•ē Pro?

- You will be notified in writing of the disciplinary action, suspension or termination. Correspondence will be sent via e-mail, unless an email address is not on the account. If there is no e-mail address listed then a letter will be sent via regular mail or certified mail.
- You will have the opportunity to appeal the disciplinary action, suspension or termination.
- Corporate will review your appeal and take action depending on the violation
- If you are suspended or terminated, you must stop all Influencer activities. This includes activities by your family members or others who are in the business with you living in your household.
- If you are suspended or terminated, your commission payments will stop, starting on the date in which the suspension or termination occurred.



- If you were paid anything after the date of suspension or termination, we can ask for this money to be returned.
- You cannot re-apply to be an Influencer if you are terminated unless approved by Bod•ē Pro Corporate.

21. May I purchase Bod•ē Pro products?

Bod•ē Pro products may be ordered online at www.bodepro.com 24 hours a day, 7 days per week, through the shopping app or by calling 800-373-2624 during regular business hours.

22. Can someone else pay for my orders?

Yes, but the cardholder/payer must be a Bod•ē Pro Influencer or Customer in good standing.

23. What happens if payment for my Bod•ē Pro products is returned unpaid?

If your check or bank draft is returned as unpaid by your bank, you will be charged \$15.00. If we receive a chargeback on your credit card purchase or from the person who paid for your order, your account will be terminated if the chargeback is not resolved within 90 days. If a payment is rejected or otherwise unpaid by your financial institution, we may put you on payment restrictions.

24. Do I pay sales tax on my Bod•ē Pro orders?

Yes. Bod•ē Pro charges tax on taxable products and pays the taxes to the appropriate taxing authorities. Some people may be eligible to use a tax exempt certificate. Contact customer service if you have a tax exempt certificate.

25. Do I have to purchase products in order to set up a Bod•ē Pro account?

No.

26. Do I need to keep an inventory of Bod•ē Pro products?

No. Since Bod•ē Pro ships products directly to your customers and Influencers, there is no need to have an inventory of products. You may want to keep some product on hand if you provide samples and/or sell products to potential customers.

27. Can I order large quantities of Bod•ē Pro products?

All purchases must be for proper purposes consistent with these policies. Any orders over \$200 will be flagged and customer service will call the Influencer to verify the sale prior to processing. Some Influencers who develop a significant customer base outside of the Bod•ē Pro organization or retail at trade shows etc, may desire to purchase larger quantities of products.

28. Can I pick up my Bod•ē Pro order?

Yes, you may pick up your order only if your country allows product pickup. If your will-call order is not picked up within two weeks, we will ship the product to the address on your account and charge your credit card on file for standard shipping.





29. **Can Customers and Influencers set up an order that we receive monthly, bi-monthly or quarterly?**

Yes. You can design your own product autoship order that will come to you monthly, bi-monthly or quarterly. 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.

30. **How do I and/or my customers and Influencers cancel or change our autoship order?**

You can cancel or change your autoship order online in your back office or by calling customer service at 800-373-2624. To change or cancel an order you must request the cancellation/change at least three (3) days before the billing date. If the request is received after that date, it may not be processed in time to make the change or cancel the order for the current month.

31. **Can I return my products for a refund?**

Yes. If you, your customers or Influencers are not completely satisfied with the Bod•ē Pro products, they can return the product, or any unused portion, to Bod•ē Pro within 30 days of the purchase. Shipping and handling fees are non-refundable.

If your retail customers return the products to you, you need to provide them with the refund and send the returned product to Bod•ē Pro for replacement, refund or credit to your account. You need to contact customer service at 800-373-2624 to obtain a Return Merchandise Authorization number (RMA) before shipping the product back. The returned product must be shipped pre-paid. We recommend you utilize a service that provides tracking information.

32. **Where do we send the products we wish to return?**

Send return products to the Bod•ē Pro return center at Bod•ē Pro, 8132 North 87th Place, Scottsdale, AZ 85258.⁴

33. **How long does it take to receive a refund for returned products?**

Bod•ē Pro will process your refund within 7-10 business days of receiving your product return. Your bank will then issue the refund to you on the credit card it was initially charged on. The timeframe may vary depending on your financial institution.

34. **What happens to the commissions and bonuses earned on returned Bod•ē Pro products?**

All commissions, bonuses, advancements or awards earned upon the sale of the returned products will be reversed.

35. **Can I return Bod•ē Pro products if I cancel my Influencer business? (Buy-back policy)**

Yes. If you cancel your Influencer business you can return marketable products that you purchased within one (1) year of your cancellation for a 100% refund, less shipping and handling fees. Products are not marketable if they are unusable (shelf life has passed or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products. You must follow the same procedure for other returns, including calling customer service to obtain a return merchandise authorization number (RMA) before shipping the product back.





36. **How do I earn commissions from Bod•ē Pro?**

You can participate in Bod•ē Pro's commission plan, and you can also retail products for a profit. The commission plan is part of these Terms & Conditions and you agree to operate your business according to the terms of the commission plan.⁵

37. **Do I have to purchase products to earn commissions?**

No. Your personal volume ("PV") point requirement (50 PV) must be met by your personally enrolled Customers and/or Influencer's volume.

38. **Do I need a monthly autoship to earn commissions?**

No, you do not need to have an autoship.

39. **What are the requirements to earn commissions and bonuses?**

In order to earn commissions and/or bonuses, a majority of your total qualified group revenue must be from customer generated sales. If your total qualified group revenue falls below this threshold, no commissions or bonuses for that month will be earned or paid. We refer to this as plan protection. Any personal product purchases will not qualify you for commissions and/or bonuses. Only personally enrolled Customer and Influencer personal purchases qualify you.

40. **How long do I stay active in the commission plan?**

As an Influencer you stay active as long as you have one customer who purchases product and your account has 50 points (points associated from all of your personally enrolled customers, their customers and personally enrolled Influencer's personal orders.

41. **How are my Bod•ē Pro commissions calculated?**

You can review the commission plan in your back office for complete details.

42. **How much money can I make in Bod•ē Pro?**

We do not know how much you are going to make, if anything, we just hope you are happy.

43. **What happens if I do not cash my Bod•ē Pro check?**

If you do not cash your check within 90 days of the date we issued it the earnings become null and void.

44. **Can I retail Bod•ē Pro products?**

Yes. If you do, you must provide your customers a Retail receipt form. A copy of the Retail receipt form is available in the back office.

45. **Can I sell Bod•ē Pro products in a retail environment?**

In addition to selling person-to-person and online using your Bod•ē Pro website, you can sell products at:

- Tradeshows and Expositions (no flea markets, swap meets, or garage sales);
- Private clubs in areas not in view of the public; and Professional offices that operate by appointment, such as doctors, dentists and chiropractors;
- Small business/Retail outlet or office.





Bod•ē Pro products may not be displayed and/or sold to the general public online through eBay, Internet store fronts, auction sites or through home shopping network programs (i.e. HSN, QVC).

46. **Can my customers purchase directly from Bod•ē Pro?**

Yes. Your customers can purchase directly from Bod•ē Pro online or through the shopping app.

47. **How do I introduce people to Bod•ē Pro?**

As a customer or Influencer in good standing, you can introduce customers to Bod•ē Pro through your company website or in person.

48. **Who trains the people I introduce to Bod•ē Pro?**

Bod•ē Pro will provide you with tools, information and events to help you advertise and get customers, but you are responsible for training new Influencers. This does not mean you are left on your own. Your upline leaders will help you with training, and Bod•ē Pro will provide training events to which you and your team will have access. It is important to communicate regularly with your Influencers, which should include telephone calls, e-mail, and attending meetings with them. You also need to be available to answer their questions, and to monitor their activities to ensure that they are operating by the rules.

49. **How do I advertise Bod•ē Pro products?**

Bod•ē Pro provides you with advertising materials that are pre-approved. These can be found at www.bodepro.com. This includes printed materials, audio/video recordings, and an Influencer website. Your first choice should be to use these materials. If you want to create your own advertising and marketing materials they must be approved in writing by Bod•ē Pro's Compliance Department prior to use.

50. **Can I advertise Bod•ē Pro products on social media?**

Yes, but you must use the Company's pre-approved marketing materials or the content must be approved by the Compliance Department.

51. **Are there special rules for using social media for my Bod•ē Pro business?**

Yes. Social media's strength is in its ability to provide you with the opportunity to participate in interactive discussions and build relationships. If you choose to participate in social media, please be careful. It is too easy for unauthorized product and income claims to inadvertently end up on social media, which are then rapidly spread throughout the internet. To minimize these risks Bod•ē Pro expects you to adhere to the social media policies.⁶

52. **Can I use the internet to advertise Bod•ē Pro products?**

Yes, but only through Bod•ē Pro provided websites. Personal websites cannot contain information on Bod•ē Pro products, services or opportunities. You may link your personal website to your Influencer website with written approval from the Compliance Department.⁷





53. **Can I create my own smart phone “app” for my business?**
No, you cannot create or promote any other type of app for use in your Influencer business.
54. **Can I create my own audio or video recordings to advertise my Bod•ē Pro business?**
No, you cannot create, publish or use any live or recorded video or audio material, in any medium, for the purpose of presenting or introducing, its products, services, opportunity or commission plan. You cannot record speeches, conference calls, or other presentations by Bod•ē Pro speakers, endorsers, corporate officers or employees.
55. **Can I use audio and video recordings provided by Bod•ē Pro?**
Yes. If you are using Youtube or any other similar site, you must link to our site only as Bod•ē Pro will often add and refresh videos to give you the most up to date information relating to our business. Videos may not be altered or edited.⁸
56. **Can I create my own marketing materials such as flyers, brochures, CDs, and videos for sale?**
No. The use of such marketing pieces is prohibited unless you receive prior, written approval from the Compliance Department.
57. **Can I sell my own marketing materials such as flyers, brochures, CDs and videos at any company hosted event?**
No. You cannot sell any marketing pieces at a company hosted event unless you receive prior, written approval from the Compliance Department.
58. **May I sell “sales, customer or business leads, or other non-products and services” to other Influencers?**
No, you may not sell “sales, customer or business leads, or other non Bod•ē Pro products and services to other Influencers or receive any form of payment from such activity.
59. **Can I use testimonials/endorsements to advertise Bod•ē Pro’s opportunity and products?**
Yes, you can use company approved testimonials or they must be pre-approved in writing by the Bod•ē Pro Compliance Department.⁹
60. **Since it is my own personal testimonial do I still have to get pre-approval?**
Yes, it doesn’t matter whose testimonial it is, you must get prior approval from the Compliance Department. The Food and Drug Administration makes it clear that you cannot make claims that a product can prevent, diagnose, treat or cure any disease and testimonials are considered product claims. The Federal Trade Commission also has specific guidelines on how to use testimonials in advertising.⁹
61. **Can I use telemarketing to sell or promote my Bod•ē Pro business?**
No. You may not use telemarketing for your Bod•ē Pro business. This includes automatic calling devices.¹⁰



62. **Do I need consent to send emails/texts/SMS/Social media messages to potential customers in Canada?**

Yes, Canada's Anti-Spam Legislation (CASL) requires verbal, written or electronic consent before you can send any type of electronic message. You must keep a record of the consent. If you have consent to send an email, you must include your mailing address and contact information (email, telephone, web address) in the email and indicate that the recipient can request that they not receive any further emails from you.

63. **In Canada, can I send an email based on a referral from someone?**

Yes, you can send one email based on a referral if you have a relationship with the person making the referral, and the person making the referral has a relationship with the recipient of the message. You must provide the full name of the referrer and the fact that the message is being sent as the result of the referral in the email. You must also include your address and contact information (email, telephone, web address) in the email.

64. **Can I list my Bod•ē Pro business on Google or other Search Engines?**

Yes, but you must identify yourself or your business in the listing as an "Independent Influencer". You must identify yourself or your business as an independent Influencer whenever you operate your business.

65. **Can I use Bod•ē Pro's Speakers or Celebrity Endorsers to sell products or promote my business?**

No. You cannot use the name, voice, photo, video, or description in any way or in any form, of any Bod•ē Pro speaker or celebrity endorser to sell products or promote your business.

66. **I would like to contact the media about Bod•ē Pro, can I do that?**

No. You can't contact the media about Bod•ē Pro. If you are contacted by the media about Bod•ē Pro, you must contact us at compliance@bodepro.com. You can't respond to media requests. This must be done by Bod•ē Pro corporate.

67. **What claims can I make about Bod•ē Pro products?**

We provide you with the approved claims that can be made about the Bod•ē Pro products. No other claims can be made by you. Further, you can't claim that Bod•ē Pro products can be used in the treatment, prevention, diagnosis, or cure of any disease. For example, you cannot claim that consuming any Bod•ē Pro products will help treat diabetes, heart disease, cancer, or any other disease or health condition.

68. **Can I tell someone how much money I make in Bod•ē Pro?**

No. Bod•ē 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.





69. **Can I use Bod•ē Pro's trademarks in advertising my business or selling products?**

We give you limited permission to use certain trademarks, logos, product names and copyrighted material in relation to your Bod•ē Pro business. You do not get any ownership rights in these trademarks, logos, product names or materials. You can't use our trademarks, trade names, service marks, logos, color schemes, or product names in a domain name or social media URL unless we authorize this in writing. This also does not change the fact that you may only use marketing materials provided by or approved by Bod•ē Pro. If your Influencer business is cancelled, you lose the limited permission to use our trademarks, logos, product names and copyrighted material.

70. **What laws apply to my Bod•ē Pro business?**

There are various laws and regulations that apply to your business. You are responsible for knowing about and 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.¹¹

71. **Can I use the list of the Bod•ē Pro Influencers in my sales organization for other businesses?**

No. Your sales organization information is a trade secret of Bod•ē Pro and confidential. You can only use this confidential information only to manage your Bod•ē Pro business and you must not disclose this information. You must abide by the terms of the Confidentiality and Restrictive Covenant Agreement set out in the Endnotes.¹²

72. **Will Bod•ē Pro send e-mail messages and text messages to me about my Bod•ē Pro business?**

Yes. By agreeing to these Terms and Conditions, you consent to Bod•ē Pro sending commercial electronic messages, including, e-mail and text messages related to your Bod•ē Pro business. You can withdraw your consent at any time, but keep in mind that certain e-mails are required as part of your Bod•ē Pro business.

73. **How does Bod•ē Pro protect my privacy?**

You authorize Bod•ē Pro to collect and use your personal information on the understanding that Bod•ē Pro takes every step possible to protect the privacy of your personal information. May use your personal information for such things as billing issues, customer service, network management, promotions, and other uses to help you operate your business. For more details see the online Privacy Policy at Bodepro.com. You can revoke your authorization for us to collect and use your personal information, but this may affect your ability to run your business.

74. **Can Bod•ē Pro change these Terms and Conditions?**

Yes. Because the business environment changes from time to time, Bod•ē Pro has the right to make changes to these Terms and Conditions. If you decide to continue to be an Influencer after changes to the Terms and Conditions, you agree to these changes.

75. **How will I be notified of changes in the Bod•ē Pro Terms and Conditions?**

We will post changes to the Terms and Conditions on Bodepro.com, which means that you will need to check the website regularly. Bod•ē Pro will send e-mails and put notices in your Back Office for important changes. Changes to the Dispute Resolution Policy will





not apply to a dispute we know about on the effective date of the change to the Dispute Resolution Policy.¹⁴ If we decide to modify or terminate the Dispute Resolution Policy, this change to the Dispute Resolution Policy will not be effective until 30 days after notice of the change to the Dispute Resolution Policy is posted on Bodepro.com.

76. Will Bod•ē Pro make exceptions to these Terms and Conditions?

In rare situations involving unusual circumstances we may make an exception to the Terms and Conditions, but that does not mean we lose the right to require you to comply with the Terms and Conditions in the future. Whether to make an exception is solely the decision of Bod•ē Pro, and any exception must be in writing and signed by an officer of Bod•ē Pro.

77. How do I know that other Bod•ē Pro Influencers will be ethical when running their businesses?

Every person who is accepted by Bod•ē Pro as an Influencer confirms they have not been convicted of a felony, charged with a crime against morality, or violated a court order. If an Influencer's conduct reflects negatively on Bod•ē Pro or is a danger to other Influencers or Customers, we must be told of this immediately.

78. I heard an Influencer saying bad things about Bod•ē Pro, what should I do?

You should report this to Bod•ē Pro. All Influencers agree that they will not disparage Bod•ē Pro, other Influencers, Bod•ē Pro products, services, Commissions Plan or Bod•ē Pro employees or officers. "Disparage" means making statements, whether true or false that:

- hurt the reputation of Bod•ē Pro, Bod•ē Pro Influencers, or Bod•ē Pro employees or officers;
- discredit Bod•ē Pro products, services, or Commission Plan; or
- present Bod•ē Pro, Bod•ē Pro Influencers, and Bod•ē Pro employees, products, services or Commission Plan in a negative light.

Also, if an Influencer does something illegal, is guilty of disparagement, is discourteous, deceptive, misleading, unethical, or immoral, not only does the Influencer violate these Terms and Conditions, but they will also have to pay us for any loss or damage that might suffer. We can deduct the loss and expenses, including legal fees, arising out of such conduct from the Influencer's commissions and bonuses.

79. What happens if I violate the Bod•ē Pro rules?

If you violate the Bod•ē Pro Terms and Conditions, you will be subject to Progressive Discipline.¹³ If after using the Appeal Procedure, which is part of the Progressive Discipline Policy, you do not agree with Bod•ē Pro's decision, you or Bod•ē Pro can ask to have a mediator help us work out the problem. If either of us chooses not to mediate or the mediation fails, then we can submit the matter to an arbitrator, not the courts. This means that there will not be a trial by a judge and jury. We both agree that our disputes will not be tried as a class action. We will use Arizona law for this matter and the arbitration will take place in Maricopa County, Arizona. If it turns out that a policy is not valid, the invalid parts of the policy will be deleted and the remaining portion will still be effective as if the invalid portion never existed. For the full details of the dispute resolution process.¹⁴





- Endnote 1.** Tax Identification. We require this information because we must report this income to the tax authorities and may need to issue you a tax form. 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.
- Endnote 2.** Age of Majority - Canadian Provinces and Territories. The age of majority is 19 in the following provinces and territories:
- British Columbia
 - Newfoundland and Labrador
 - Northwest Territories
 - Nova Scotia
 - Nunavut
 - Yukon
- Endnote 3.** Succession - If an Influencer dies, his or her rights and obligations pass to his or her heir(s). The heir(s) must send Bod•ē Pro an application along with any additional requested information. The successor can be an existing Influencer or Customer.
- Endnote 4.** Returns.
- Bod•ē Pro Return Center
8132 North 87th Place
Scottsdale, AZ 85258
- Endnote 5.** Commission plan. The commission plan is incorporated by reference and is considered as part of these terms and conditions as if completely set herein.
- Endnote 6.** Social Media. 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.
- a. Social media etiquette
- i. All communication must be accurate, respectful, professional and honest.
 - ii. Do not use copyrighted material without written permission.
 - iii. Do not post anything that Bod•ē Pro, other Influencers, customers, suppliers, or vendors would find offensive, including pornography, ethnic slurs, obscenity and sexist or discriminatory comments.
 - iv. Do not post anything related to Bod•ē Pro, other Influencers, or customers without written permission, including without limitation, their address, email address or other personal data.
- Social media includes social networks such as Facebook, Twitter, and Google+; image services such as Instagram, Pinterest and Flickr; video sites such as Youtube, Periscope, and Snapchat; and blogging sites such as Blogger, LiveJournal, Wordpress and Tumblr.
- Endnote 7.** Websites. 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.
- Linking policy. 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 Bod-e Pro or the Bod•ē Pro products, opportunity, commission plan





- e. Misrepresent any relationship with Bod•ē 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 promote the products or opportunity of any other direct selling company

Search Engines. Continues 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 Bod•ē 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.

Endnote 8. Videos and Audio Messages. Bod•ē Pro Influencers cannot create, publish, produce, use or maintain, directly or indirectly, any live or recorded video or audio material, in any medium, for the purpose of presenting or introducing, its products or services, opportunity or commission plan.

Endnote 9. FTC Guidelines. Concerning the Use of Testimonials and Endorsements.

The Federal Trade Commission has established guidelines that offer practical advice on endorsements and testimonials by consumers, celebrities and experts, Guides concerning the Use of Testimonials and Endorsements, <https://www.ftc.gov/news-events/press-releases/2009/10/ftc-publishes-final-guides-governing-endorsements-testimonials>. All endorsements and testimonials must reflect the honest, accurate experiences of the endorser. Endorsements and testimonials may not contain representations that would be deceptive, or could not be substantiated. You must have adequate proof and/or scientific evidence to back up the endorsement/testimonial that the results shown are typical and clearly and conspicuously disclose the generally expected performance in the circumstances shown for the endorsement/testimonial. Simply stating that “Results not typical” or individual results may vary” is not enough.

Endnote 10. Telemarketing-Telephone/Fax/Computer Solicitation. Influencers must comply with the Telephone Customer Protection Act (TCPA) including but not limited to the Federal Communications Commission (“FCC”) 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, including the initiation of telephone calls or messages to encourage the purchase of goods or services. The law prohibits or restricts live calls, prerecorded or artificial voice messages, and the use of automatic telephone and fax dialing machines (“autodialers”). In this regard, the following must be followed:

- a. Autodialers. Influencers may not use autodialers to offer Bod•ē Pro products, or the earnings opportunity.
- b. Prerecorded or artificial voice messages. Influencers may not use prerecorded or artificial voice messages to offer Bod•ē 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.
- c. Unsolicited faxes & unsolicited e-mail messages. Influencers may not send a fax message, an e-mail message 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 or text message.
- d. 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.

- e. 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).
- f. 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 Bod-e 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-e Pro products or the earnings opportunity. It is the Influencer’s responsibility to ensure his or her compliance with all laws and regulations.

Endnote 11. Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act, similar legislation in other countries, and with these Terms and Conditions regarding business practices, an Influencer must not directly or indirectly make an offer, payment, promise to pay, or authorize payment or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing a decision or act (including a decision not to act) of an official of any Government, employee of a Government-controlled entity, or of an employee of any company or inducing such a person to use his influence to affect any such decision or act in order to assist the Influencer or Bod•ē Pro in obtaining, retaining or directing any business.

Endnote 12. Confidentiality and Restrictive Covenant Agreement.

a. CONFIDENTIAL INFORMATION

1. Sales organization reports and all other reports, including, but not limited to, sales organization information and commission recap statements, which are also trade secrets of Bod•ē Pro; and
2. Information, including a formula, pattern, compilation, program, device, method, technique or process, that:
 - i. 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
 - ii. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b. USE AND DISCLOSURE OF 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 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.

1. Without limiting the generality of the foregoing, you agree not to:
 - i. Directly or indirectly, contact, solicit, persuade, introduce, 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.
 - ii. Directly or indirectly engage in cross-line recruiting. "Cross-line recruiting" is defined as contacting, soliciting, or persuading an individual or entity that is already a customer or Influencer of Bod•ē Pro to enroll 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 Bod•ē Pro Influencers in an attempt to entice another customer, Influencer or prospective Influencer to become part of his or her organization.
 - iii. While a Bod•ē Pro Influencer, appear in, be referenced in, or allow your name or likeness to be featured or referenced in any promotional, solicitation materials for any direct sales company other than Bod•ē Pro. This includes, but is not limited to, maintaining a Web site or Social Media site, 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.
2. In addition, any action taken by an Influencer while building their sales 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, commission plan manipulations and placement manipulation.
3. 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.
4. In addition to being entitled to a refund of bonuses and commissions after the date of resignation or termination and to any damages arising hereunder, in the event a person or entity violates this Confidentiality Agreement, 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 Confidentiality Agreement shall be entitled to an accounting and repayment of all commission, 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 Confidentiality Agreement. 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.





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

d. TERM

The agreements contained in this Confidentiality Agreement of the Bod•ē Pro Terms and Conditions shall remain forever and in perpetuity, except that the agreements contained in section c. 1. i "Further Restrictive Covenants" shall remain in full force and effect during the term of the previously executed 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 Agreement and the agreements in section c. 1. ii shall remain in full force and effect during the term of the Influencer's Agreement.

e. RETURN OF INFORMATION

Upon termination of the 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.

Endnote 13. Progressive Discipline Policy and Appeal Process. Bod•ē Pro has adopted a progressive discipline policy ("Discipline Policy") to identify and address violations of these Terms and Conditions by Influencers. The Discipline Policy applies to any and all Influencer conduct that Bod•ē Pro, in its sole discretion, determines must be addressed by discipline. Bod•ē Pro need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand. The Company takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors during the following progressive disciplinary process:

Warning Letter. An Influencer will be given a written warning when he or she engages in conduct involving a violation of the Terms and Conditions. Examples of such violations include but are not limited to:

- Using Bod•ē Pro's intellectual property without our permission; (i.e., domain names, social media URL's, etc.);
- Minor non-compliant product claims
- Erroneous or misleading income claims
- Income claims without the required accompanying income disclaimer
- Erroneous or misleading testimonials made without the required accompanying disclosures
- Advertising/marketing pieces without prior approval
- Selling products through online Internet store fronts (i.e., Ebay, Craigslist, etc.)
- Selling products through retail outlets without prior approval
- Unapproved use of Celebrity endorsements





As the first step in the progressive Discipline Policy, a written warning is meant to alert the Influencer that a violation exists that must be addressed. A written warning remains in effect for 10 business days. If the violation is not corrected within 10 business days, Bod•ē Pro will move to the next level of discipline which is suspension.

Suspension. Suspension may be imposed immediately when an Influencer engages in conduct involving a serious violation of the Terms and Conditions, which, if proven, would warrant termination. Examples of such violations include but are not limited to:

- Flagrant non-compliant product claims (e.g. cures cancer, diabetes, heart disease) or non-compliant income claims
- Theft from customers
- Credit card fraud
- Recruiting for other MLM's
- Cross recruiting
- Repetitive violations of the Terms and Conditions
- Threats to employees or others
- Inappropriate or illegal behavior
- Repeat offenses for product claims
- Repeat offenses for income claims
- Unapproved websites, unapproved videos
- Unapproved social media posts

A fine will also be imposed when an Influencer's account is suspended. The fine applies to any and all commissions due and is effective the day of the suspension. The fine will be collected by withholding the Influencer's check or cancelling any direct deposit or any other form of payment. The fine may be released after 90 days if the violation is corrected at the discretion of Bod•ē Pro. Fines that are forfeited will go into the SAFE Program account, unless the funds are needed to pay for legal fees and/or costs incurred in relation to the violation.

The suspension will remain in effect for a reasonable period of time for Bod•ē Pro to investigate the violations. Influencers cannot conduct Bod•ē Pro business while suspended. Following the investigation, Bod•ē Pro Compliance will implement one of the following:

- Close the case and reinstate the Influencer
- Send a warning letter with a provision that if another violation occurs, the Influencer will be immediately terminated.
- Fine the Influencer without the right of release of the fine.
- Termination

If the matter is resolved Bod•ē Pro may reinstate the account once the Influencer has signed a reinstatement agreement outlying the terms of the reinstatement. If the matter is not resolved Bod•ē Pro will move to the next level of discipline which is termination.

Termination. Termination is imposed when the Influencer's conduct involves a serious violation of the Terms and Conditions or fails to resolve an issue they have been notified of previously via a warning letter or a suspension letter. Examples of such violations include but are not limited to:

- Flagrant non-compliant product claims (e.g. cures cancer, diabetes, heart disease) or non-compliant income claims
- Theft from customers





- Credit card fraud
- Recruiting for other MLM's
- Cross recruiting
- Repetitive violations of the Terms and Conditions
- Threats to employees or others
- Inappropriate or illegal behavior
- Repeat offenses for product claims

Influencers that are terminated will be subject to a permanent revocation of all privileges associated with being a Bod•ē Pro Influencer, including but not limited to the loss of:

- The right to operate a Bod•ē Pro business;
- All rights and interest in their sales organization (downline);
- All commissions and bonuses from the date of the violation;
- The right to purchase Bod•ē Pro products;
- The right to hold oneself out as a Bod•ē Pro Influencer; and
- Access to the Influencer's account and Bod•ē Pro Influencer website.

Bod•ē Pro will also have the right to commence legal proceedings for monetary and/or equitable relief in situations deemed appropriate.

Bod•ē Pro will generally take disciplinary action in a progressive manner, but it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation, including the right to proceed to a fine, suspension or termination without the need to impose other disciplinary steps, depending on the severity of the violation.

Appeal Process. An Influencer may appeal any final disciplinary decision of Bod•ē Pro Compliance, except for a warning letter.

If an Influencer wishes to appeal the disciplinary decision of Bod•ē Pro Compliance they can send their written appeal to Bod•ē Pro Compliance Department via mail, overnight mail or email (compliance@BodePro.com). The written appeal must be received by Bod•ē Pro within 10 business days of Bod•ē Pro's final disciplinary decision notification to the Influencer. Influencers and Bod•ē Pro will not be represented by an attorney during the appeal process.

The Appeal will be reviewed and decided upon within 10 business days of receipt of the written appeal. Written notice of the final decision will be made within 10 business days and will be sent by Bod•ē Pro Compliance.

Endnote 14. Dispute Resolution / Waiver of Jury Trial. If a dispute arises relating to any relationship, contractual or otherwise between or among Bod•ē Pro, its Influencers, officers, employees, distributors or vendors, or arising out of any products or services sold by Bod•ē 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, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party. Notice of Arbitration shall be personally delivered or sent by prepaid registered mail, or by means or such other delivery service evidenced by verified receipt of the addressee, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by the addressee, or any officer or responsible official of the Party if the addressee is an entity. The Notice of Arbitration shall be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications,





shall specify the claims or issues which are to be arbitrated. The Parties shall schedule an arbitration to occur in Maricopa County, Arizona, U.S.A. within 45 days of service of receipt of the Notice of Arbitration.

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 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 the 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.