

OPTAVIA®

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Independent **OPTAVIA** Coach Agreement – U.S.

This Independent **OPTAVIA** Coach Agreement (“Coach Agreement”) is entered into by and between **OPTAVIA** LLC (“**OPTAVIA**” or “Company”) and the independent **OPTAVIA** Coach (“**OPTAVIA** Coach” or “Coach”) as of the date the Coach provides its electronic acceptance through **OPTAVIA**’s website or by otherwise applying a signature (any such method of acceptance being an “Acceptance”). By entering into this Coach Agreement, the Coach confirms that he/she/it will be bound by all terms and conditions incorporated into this Coach Agreement, as further defined below. In addition, throughout the Coach Agreement, **OPTAVIA** and the Coach are sometimes individually referred to as a “Party” and collectively as “Parties”.

1. I understand that **OPTAVIA** reserves the right to reject the application of any prospective **OPTAVIA** Coach at its discretion.
2. I certify that:
 - a. I am at least 18 years of age;
 - b. I have never been convicted of, or plead no contest to, a felony charge;
 - c. Neither I nor my spouse is a current or former employee of Medifast, Inc. or any of its subsidiary and/or affiliate companies (unless I have received written permission from the President of **OPTAVIA**); and
 - d. I am legally authorized to engage in the activities described in this Coach Agreement.

I understand that, if I am unable to certify any of the aforementioned statements, I am ineligible to be an **OPTAVIA** Coach and that **OPTAVIA** may terminate my Coach Agreement and independent business without liability or penalty.

3. If **OPTAVIA** accepts my application, I understand that:
 - a. I have the right to solicit orders for **OPTAVIA** products in accordance with these terms and conditions.
 - b. I understand that it is within the exclusive right of **OPTAVIA** to accept or reject orders that I submit.
 - c. I have the right to sponsor applicants to become Coaches with **OPTAVIA**.
 - d. If qualified, I am eligible to earn commissions pursuant to the **OPTAVIA** Integrated Compensation Plan.
4. I agree to present the **OPTAVIA** Integrated Compensation Plan and **OPTAVIA** products, programs and services as set forth in official **OPTAVIA** literature.
5. I agree that as an **OPTAVIA** Coach I am an independent contractor, and not an employee, partner, legal representative, or franchisee of **OPTAVIA**. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, internet and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF OPTAVIA FOR FEDERAL OR STATE TAX PURPOSES. OPTAVIA is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, payroll, income, or other taxes of any kind unless compelled to do so by law. I understand that I am not entitled to workers compensation or unemployment security benefits or any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by OPTAVIA. Any persons employed or engaged by me in connection with the performance under this Coach Agreement shall be my employees or contractors and I shall be fully responsible for them and I hereby indemnify the Company against any claims made by or on behalf of any such persons.**

6. I understand that the **OPTAVIA** Policies, the Procedures, the **OPTAVIA** Integrated Compensation Plan, the Dispute Resolution Agreement, and any applicable addenda to these terms and conditions, are incorporated into and made a part of the terms and conditions of this Coach Agreement. I further understand that if I have not yet reviewed the Policies, the Procedures, the Integrated Compensation Plan, the Dispute Resolution Agreement, and any applicable addenda at the time I provide my Acceptance of this Coach Agreement, I understand that they are posted in my **OPTAVIA** Back-Office ("**OPTAVIA** CONNECT") or are available on <https://COACHANSWERS.OPTAVIA.com>. I will review the Policies within five (5) days from the date on which I provide my Acceptance of this Coach Agreement. If I do not agree to the Policies or any other provisions of the Coach Agreement, my sole recourse is to notify the Company and cancel my Coach Agreement within five (5) days of providing my Acceptance of the Coach Agreement. Failure to cancel constitutes my acceptance of the Coach Agreement. I understand that I must be in good standing, and not in violation of the Coach Agreement, to be eligible for bonuses or commissions from **OPTAVIA**.
7. I understand that, except for the provisions of the Dispute Resolution Agreement, which may only be amended as set forth in the Dispute Resolution Agreement, the Coach Agreement may be amended at the sole discretion of **OPTAVIA**, and I agree to abide by all such Amendments ("Amendments"). Amendments shall be posted in my **OPTAVIA** CONNECT or available on <https://COACHANSWERS.OPTAVIA.com>. Amendment(s) shall become effective after being posted in **OPTAVIA** CONNECT or on <https://COACHANSWERS.OPTAVIA.com>, but amended Policies shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. The continuation of my **OPTAVIA** business or my acceptance of bonuses or commissions after the effective date of any Amendments shall constitute my acceptance of any and all Amendments.
8. The term of this Coach Agreement is one (1) year from the date of enrollment (subject to prior cancellation or termination pursuant to the Policies). If I do not renew my **OPTAVIA** business by paying the annual renewal fee, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an **OPTAVIA** Coach. I shall not be eligible to solicit orders for **OPTAVIA** products nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** I understand that **OPTAVIA** reserves the right to terminate the Coach Agreement upon thirty (30) days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
9. An **OPTAVIA** Coach may not assign his/her/its rights under the Agreement without the prior written consent of **OPTAVIA**. Any attempt to transfer or assign the Agreement without the express written consent of **OPTAVIA** renders the Agreement voidable at the option of **OPTAVIA** and may result in termination of the Agreement.
10. I understand that if I fail to comply with the terms of the Coach Agreement, **OPTAVIA** may impose upon me disciplinary sanctions as set forth in the Policies. I further understand that **OPTAVIA** shall not be required to go through the Dispute Resolution process as set forth in the Dispute Resolution Agreement prior to issuing disciplinary action.
11. The Coach Agreement, in its current form and as amended by **OPTAVIA** at its discretion, (except for the Dispute Resolution Agreement, which may only be amended as set forth therein), constitutes the entire contract between **OPTAVIA** and myself. Any promises, representations, offers, or other communications not expressly set forth in the Coach Agreement are of no force or effect.

12. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
13. If any provision of the Coach Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions shall remain in full force and effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.
14. All disputes between the Parties shall be resolved pursuant to the Dispute Resolution Agreement. **THE PARTIES WAIVE THEIR RIGHTS TO HAVE A DISPUTE TRIED BEFORE A COURT OR JURY EXCEPT AS SET FORTH IN THE DISPUTE RESOLUTION AGREEMENT.**
15. The Coach Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.
16. **Maryland Residents:** A Maryland resident may cancel his/her/its Coach Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.
17. **Montana Residents:** A Montana resident may cancel his/her/its Coach Agreement within fifteen (15) days from the date of enrollment, and may return his/her/its starter kit and any products he/she/it purchased for a full refund within such time period.
18. **Louisiana, Massachusetts and Wyoming Residents:** If you are a Louisiana, Massachusetts or Wyoming resident and you cancel your Coach Agreement, **OPTAVIA** will refund 90% of your purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.
19. **Puerto Rico Residents:** A Puerto Rico resident may cancel this Coach Agreement at any time within ninety (90) days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.
20. I agree to release **OPTAVIA** and its affiliates from all liability. I hereby expressly waive and release any and all claims, now known or hereafter known, against **OPTAVIA**, its officers, directors, managers, employees, agents, affiliates, parents, shareholders, successor in interest or title, and assigns (collectively, "Releasees"), on account of injury, illness, disability death or property damage arising from or relating to my promotion or operation of my **OPTAVIA** business and any activities related to it (e.g., the presentation of **OPTAVIA** products or Integrated Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify **OPTAVIA** for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my **OPTAVIA** business. I covenant not to make or bring any such claim against **OPTAVIA** or any other Releasee, and forever release and discharge **OPTAVIA** and all other Releasees from liability under such claims.
21. A participant in this direct selling plan has a right to cancel at any time, regardless of reason.

Cancellation must be submitted in writing to the Company at renewals@OPTAVIA.com.

22. Any dispute relating to, concerning or otherwise arising out of the Coach Agreement must be addressed in accordance with the terms of the Dispute Resolution Agreement.
23. I grant **OPTAVIA** an irrevocable license to reproduce and use my name, photograph, recording, video, image, personal story, testimonial, and/or likeness (collectively "image") in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished images of me used by **OPTAVIA**.

Signature _____ Date _____

Print Name _____ Coach ID Number _____

OPTAVIA OFFICIAL POLICIES – U.S.

SECTION 1 - GENERAL POLICIES

1.1 POLICIES, PROCEDURES & COMPENSATION PLAN INCORPORATED INTO THE INDEPENDENT **OPTAVIA COACH AGREEMENT.**

These Policies, in their present form and as amended at the sole discretion of **OPTAVIA** LLC (hereinafter, “**OPTAVIA**” or the “Company”), are incorporated into the Independent **OPTAVIA** Coach Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Independent **OPTAVIA** Coach Agreement, the **OPTAVIA** Policies, the **OPTAVIA** Procedures, the **OPTAVIA** Integrated Compensation Plan, the **OPTAVIA** Business Entity Addendum (the Business Entity Addendum is only applicable to **OPTAVIA** Coaches who enroll as a Business Entity), and all Appendices attached hereto. An independent **OPTAVIA** Coach shall be referred to herein as an “**OPTAVIA** Coach” or “Coach” (**OPTAVIA** and Coach are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”). It is the responsibility of each Coach to read, understand, adhere to, and ensure that he/she is aware of and operating under the most current version of these Policies.

1.2 AMENDMENTS.

The Company reserves the right to amend the Agreement at its sole discretion (each an “Amendment”). Amendments shall be effective after publication of the amended provisions in Coaches’ Back-Offices or **OPTAVIA**’s corporate sites, but amended Policies shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. The continuation of a Coach’s business, or a Coach’s acceptance of bonuses or commissions, after the publication of an Amendment constitutes acceptance of any and all Amendments.

1.3 POLICIES & PROVISIONS SEVERABLE.

If any provision of the Agreement, in its current form, or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

1.4 NOTICES.

Any notice or other written communication required under this Agreement shall be delivered personally, by e-mail or mail. Unless otherwise provided in the Agreement, such notice shall be deemed given when delivered personally or, if transmitted by e-mail, one (1) day after the date of such e-mail or, if mailed, five (5) days after the date of mailing to the address of **OPTAVIA**’s principal place of business or to the Coach’s address. Notice to a Coach will be mailed to his or her address or e-mail address of record with the Company. **OPTAVIA** shall have the right, as an alternative method of notice, to use communications via the Coach’s Back-Offices or corporate websites or other normal channels of mass communications with its field of Coaches. This provision does not apply to notices of Amendments to the Policies, which are effective upon posting as described in Section 1.2. It is the sole responsibility of the Coach to maintain their correct address, e-mail address, phone number and other contact information on file with **OPTAVIA**.

1.5 FORCE MAJEURE.

OPTAVIA shall not be responsible for delays or failure in performance caused by circumstances beyond the Company’s control, such as, but not limited to, strikes, labor difficulties, product shortages, energy or fuel shortages, fire, war, acts of terrorism, government decrees, natural disasters, inclement weather, or orders of curtailment of a party’s usual source of supply. Any epidemic or pandemic, such as COVID-19, and all consequences arising from or measures relating to an epidemic or pandemic, such as quarantines, business closures, social distancing and travel and transportation restrictions ordered by governmental authorities, whether in effect on or after the effective date of the Agreement, shall constitute Force Majeure under the Agreement, provided that such event or effect related to

an epidemic or pandemic caused **OPTAVIA** or a Coach, despite such Party's use of commercially reasonable efforts and due diligence, to be actually and demonstrably delayed in, or unable to, perform its obligations under the Agreement in whole or in part.

1.6 WAIVER.

Neither Party ever gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of the **OPTAVIA** business. No failure of either Party to exercise any right or power under the Agreement or to insist upon strict compliance with any obligation or provision of the Agreement, and no custom or practice of the Parties at variance with the terms of the Agreement, will constitute a waiver of the Party's right to demand exact compliance with the Agreement. Waiver can only be effectuated in writing by an authorized officer of the Company or by the Coach or their authorized agent. Either Party's waiver of any particular breach will not affect or impair either Party's rights with respect to any subsequent breach, nor will it affect in any way the rights or obligations of any other Coach. In addition, no delay or omission by **OPTAVIA** to exercise any right arising from a breach will affect or impair **OPTAVIA**'s rights as to that or any subsequent breach. The existence of any claim or cause of action of a Party against the other will not constitute a defense to the enforcement of any term(s) or provision(s) of the Agreement.

1.7 HEADINGS

The headings in the Coach Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions of the Agreement.

1.8 TRANSLATIONS

In the event that any discrepancies exist between the English version of the Agreement and any translation thereof, the English version will be controlling.

SECTION 2 - BECOMING AN INDEPENDENT OPTAVIA COACH

2.1 COACH ELIGIBILITY.

In order to enroll as an independent **OPTAVIA** Coach, the individual must: (a) be at least 18 years of age; (b) have a valid Social Security Number or Federal Tax ID Number; and (c) have a residence in the United States, a U.S. territory or U.S. military base, to which correspondence, products and other items may be sent. See the **OPTAVIA** Procedures for Details on Enrolling as an Independent **OPTAVIA** Coach.

2.2 HEALTH PROFESSIONAL **OPTAVIA** COACHES.

Some individuals who enroll with **OPTAVIA** may also be current practicing healthcare professionals, i.e., physician, chiropractor, dietician, nutritionist or other profession which requires licensure by a state agency ("Health Professional"). Health Professionals who are also independent **OPTAVIA** Coaches are subject to the same Policies as all independent **OPTAVIA** Coaches. Health Professional **OPTAVIA** Coaches provide two distinct services to their clients ("Clients"). The first is medical or healthcare, which is not a part of the **OPTAVIA** program. The second is coaching, which does not involve the practice of medicine or healthcare. Health Professional **OPTAVIA** Coaches must differentiate between any medical service they provide to patients and coaching that they provide to Clients. It is strongly advised that Health Professional **OPTAVIA** Coaches inform patients who are prospective Clients that they are financially compensated as an **OPTAVIA** Coach. An **OPTAVIA** Coach is not a substitute for a physician, qualified medical practitioner or a healthcare professional for monitoring patients using **OPTAVIA** products and/or programs and must not be portrayed as such. Health Professional **OPTAVIA** Coaches should refer to Appendix A, **OPTAVIA** Coaching Guidelines, for reference to guidelines concerning the role of an independent **OPTAVIA** Coach.

2.3 COMPANY DISCRETION.

The Company reserves the right to accept or reject any Coach enrollment at its sole and absolute discretion.

2.4 ONE INDIVIDUAL PER **OPTAVIA** COACH BUSINESS.

Only one individual may apply for an **OPTAVIA** Coach business and submit an Independent **OPTAVIA** Coach Agreement to the Company. If the individual wishes to operate the **OPTAVIA** business with their Spouse, please see the Policy on Married Couples (Policy 2.6). If more than one individual wishes to operate an **OPTAVIA** Coach business together, then those individuals must create a Business Entity to operate the Coach business, please see the Policy on Business Entities (Policy 3.27).

2.5 LIMITATIONS ON **OPTAVIA** COACH & HOUSEHOLD BUSINESSES.

Coaches may own, operate, control, or have an interest in, only one **OPTAVIA** business, and there may be only one **OPTAVIA** business in a Household. Coaches who had multiple businesses prior to the announcement of this Policy shall be permitted to retain only one of these businesses (unless previously authorized by the Company, in writing, to acquire the business). A "Household" is defined as Spouses ("Spouses" is further defined in Policy 2.6) and dependent children of one or both Spouses, living in the home of a Spouse (hereinafter "Household"). Exceptions to the one business per Household and per Coach Policy are:

- a. **Marriage and other legal unions.** If two Coaches marry, form a domestic partnership or civil union, or enter a common-law marriage each will be permitted to retain their original businesses;
- b. **Licensed Healthcare Industry and Health Professional **OPTAVIA** Coaches.** Professional businesses in the healthcare industry that require a license issued by a governing state agency (e.g., surgical centers, medical group practices, and chiropractic offices) may own an independent **OPTAVIA** Coach business. Health Professionals who have an ownership interest in a healthcare business may own an independent **OPTAVIA** Coach business in addition to the **OPTAVIA** Coach business owned by the professional healthcare business in which they hold an ownership interest, provided that both businesses share the same sponsor;
- c. **Authorized Purchase of an **OPTAVIA** Coach Business.** If an existing **OPTAVIA** Coach is authorized by the Company to acquire another **OPTAVIA** Coach's business, in compliance with the Business Transfer Policy, the acquiring Coach may own his/her original business and the business which he/she acquired; and
- d. **Inheritance.** If an existing Coach is the beneficiary of an **OPTAVIA** business pursuant to a will or probate, and the transfer is effected on or after the death of the testator, the existing Coach may operate multiple **OPTAVIA** businesses. An intervivos transfer (i.e., a transfer made while the transferor Coach is still living) of an **OPTAVIA** business to an existing Coach is not permissible unless the testator is adjudicated to be mentally or physically incapacitated such that he/she is incapable of operating or managing his/her **OPTAVIA** business.

2.6 COUPLES.

Couples that are married or joined in another legal union and who wish to become **OPTAVIA** Coaches are required to operate as a single **OPTAVIA** business under a single Social Security Number or Federal Tax ID Number. If the Spouse of an existing Coach wishes to become an **OPTAVIA** Coach, they must agree to the terms and conditions of the Independent **OPTAVIA** Coach Agreement and then can be added to the Spouse's existing **OPTAVIA** Coach business as a "Co-applicant". Only a Spouse can be added as a Co-applicant to an existing **OPTAVIA** Coach business. Spouses include those individuals bound by a marriage, civil union, domestic partnership or common-law marriage (each a "Spouse"). Should one or more individuals wish to operate a single **OPTAVIA** Coach business, then those individuals must create a Business Entity to operate the business. Spouses will be treated as one business for recognition purposes with the exception that each Spouse must take the required certification course and pass the exam to be recognized as an "Independent Certified **OPTAVIA** Coach." If only one Spouse takes the training and passes the exam, only that Spouse will be recognized as an "Independent Certified **OPTAVIA** Coach." See the **OPTAVIA** Procedures for Details on Enrolling as a Married Couple.

2.7 TERM & RENEWAL OF THE **OPTAVIA** COACH AGREEMENT.

The term of the Independent **OPTAVIA** Coach Agreement is one (1) year from the date of enrollment and must be renewed annually. Failure to renew an **OPTAVIA** business results in the cancellation of the **OPTAVIA** Coach business and the account being converted to “Client” status. Cancellation also results in the forfeiture of commissions and bonuses and the loss of the Coach’s downline organization, which will “roll-up” to the Coach’s sponsor (“Sponsor”) (a Coach’s Sponsor is sometimes referred to as a “Business Coach”). Should the individual wish to be reinstated as an **OPTAVIA** Coach, he/she may do so, subject to certain time frames and conditions (“Reinstatement”). See the **OPTAVIA** Procedures for Details on Renewal and Reinstatement of an **OPTAVIA** Coach business.

2.8 **OPTAVIA** COACH INFORMATION.

Coaches must supply the Company with a valid mailing, e-mail address, and phone number for communication purposes and consent to being contacted by the Company regarding their **OPTAVIA** Coach business. Each Coach is responsible for keeping his/her information (name, address, phone number, e-mail address, etc.) up to date and accurate and must immediately update the Company on any changes concerning this information. The Company may terminate your Agreement if the Company determines false or inaccurate information was provided by the Coach. If a Coach fails to update his/her information (including any information on a Business Entity Addendum), holds may be placed on his/her account or other disciplinary action may be taken, up to and including termination. In addition, the Company will not be held responsible for communications and/or information not received by the Coach due to failure to update information on his/her account or on the Business Entity Addendum. See the **OPTAVIA** Procedures for Details on Updating **OPTAVIA** Coach Information.

2.9 INDEPENDENT CONTRACTOR RELATIONSHIP.

OPTAVIA Coaches are independent contractors and not employees of **OPTAVIA**, and must never hold themselves out as employees of the Company. COACHES SHALL NOT BE TREATED AS EMPLOYEES OF **OPTAVIA** FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON. **OPTAVIA** will not withhold taxes or withholdings of any nature from Coaches’ earnings. Coaches are not entitled to workers compensation or unemployment security benefits.

SECTION 3 - OPERATING AN INDEPENDENT **OPTAVIA** COACH BUSINESS

3.1 GENERAL CONDUCT.

Coaches shall not engage in any conduct that may damage the Company’s reputation. While it is impossible to specify all misconduct that would be contrary to this Policy, and the following list is not a limitation on the standards of conduct to which Coaches must adhere pursuant to this Policy, the following standards specifically apply to Coaches’ activities:

- a. As an independent **OPTAVIA** Coach, you agree to abide by the Coach Code of Ethics, attached as Appendix B;
- b. Deceptive conduct is always prohibited. Coaches must ensure that their statements are truthful, fair, accurate, and not misleading;
- c. If a Coach’s **OPTAVIA** business is cancelled for any reason, the Coach must discontinue using the **OPTAVIA** name, and all other names, trademarks, and other intellectual property belonging to **OPTAVIA**, and all derivatives of such intellectual property, in dealing with Clients, in postings on all social media, or otherwise;
- d. Coaches must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in the course of their business or their personal lives that, in the Company’s sole discretion, could damage the Company’s reputation or the culture that exists within the independent field sales force.

- e. Coaches must be aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act and all local applicable anti-bribery and anti-corruption laws. Coaches must conduct their businesses in compliance with the terms of these laws. In particular, Coaches must not promise, offer, authorize, agree to make, or actually make a payment of any item of value, directly or indirectly, to any government official in connection with the Coach's **OPTAVIA** business.
- f. Coaches must use reasonable safeguards to protect personal information entrusted to their care. These safeguards should include physical, administrative, and technical safeguards. See, for example, the [FTC's Start With Security: A Guide for Business](#). For additional guidance on handling personal information and data, please see Policies 3.8-3.9 and Appendix E Guidance on Handling Personal Information.
- g. Coaches must avoid using personal information in any way that would surprise or upset Clients or potential Clients.

3.2 FIELD-LED TRAINING AND TRAINING MATERIALS.

In order to fulfill their duties as a sponsoring Coach, Coaches may develop and/or use their own training tools and materials to support their personally sponsored Coaches or others in their downline organization (hereinafter, "Field Training Materials") so long as such Field Training Materials do not violate any of the Policies:

- a. ***Selling Training or Field Training Materials is Prohibited.*** Coaches are strictly prohibited from charging for or selling their training or mentoring services to other Coaches. Coaches are also prohibited from selling any Field Training Materials or accepting donations or gratuities in exchange for providing or creating Field Training Materials. Coaches may not develop, produce or distribute tools or materials that are confusingly similar in nature to those produced, published and provided by **OPTAVIA**, and may not imply or suggest that such Field Training Materials originate from **OPTAVIA** or are endorsed by **OPTAVIA**.
- b. ***Field Training Events.*** While these Policies prohibit the charging or selling of training or mentoring services, Coaches may charge solely to recover their direct, verifiable out of pocket costs for holding a Field Training event (e.g., costs for renting the venue, audio-visual services, catering, etc.). However, charging for any Field events, to receive any profit, or for personal time spent (rather than direct out of pocket expenses) is always prohibited.
- c. ***Field Training Materials Disclaimers.*** The following disclaimer must conspicuously appear on all Field Training Materials: "THIS FIELD TRAINING MATERIAL HAS BEEN PRODUCED BY <INSERT NAME OF COACH>, AN INDEPENDENT **OPTAVIA** COACH, AND IS NOT OFFICIAL MATERIAL PREPARED OR PROVIDED BY **OPTAVIA**". In addition, if the Field Training Materials discuss or mention the **OPTAVIA** Integrated Compensation Plan or income opportunity, the Field Training Materials must also include the appropriate income disclaimers, depending on the nature of the content of the presentation and a copy of the [OPTAVIA Income Disclosure Statement](#) ("IDS").
- d. ***Compliance Review.*** Field Training Materials are not required to be reviewed by the Company, so long as the Field Training Materials are in compliance with these Policies. However, should the Coach have any doubt concerning whether or not the Field Training Materials are in compliance with all relevant **OPTAVIA** Policies, the Coach should submit same to the **OPTAVIA** Compliance Department for review. See the **OPTAVIA** Procedures for Details on Submitting Field Training Materials to the Compliance Department.
- e. ***Rights of Company Regarding Field Training Materials.*** **OPTAVIA** reserves the right to audit, and if it so decides in its sole discretion, rescind any previous authorization that was given in connection with, a Coach's Field Training Materials. Upon notice of such rescission, each independent **OPTAVIA** Coach agrees to immediately cease using such Field Training Materials. COACHES WAIVE ANY CLAIM FOR DAMAGES OR REMUNERATION FOR ANY

LOSSES THAT THEY MAY INCUR RESULTING FROM OR RELATING TO THE COMPANY'S DECISION TO RESCIND ITS PRIOR APPROVAL.

3.3. PRODUCT LIABILITY CLAIMS & INDEMNIFICATION.

- a. **Product Liability Insurance.** The Company carries product liability insurance for those products that are faulty, defective or otherwise subject to recall. This coverage does not include the actions of Coaches in promoting the products, programs, or business opportunity.
- b. **Indemnification for Product Liability Claims.** In the event of a product liability claim brought against a Coach by a third party for a defective product or for injury from use of a product, the Company will indemnify and defend the Coach from such claims, subject to the limitations specified in Policy 3.3.c. below, and subject to the coverage maximum under **OPTAVIA**'s product liability insurance.
- c. **Requirements for Indemnification.** In order to be indemnified for product liability claims, the Coach must notify the Company of the claim in writing within ten (10) days of receipt of notice of the claim. The Company has no obligation to indemnify the Coach if he/she has: (a) violated the Agreement; (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon the Coach allowing the Company to assume the sole defense of the claim.
- d. **Indemnification by Coach.** The Coach agrees to indemnify the Company from any claim made by a third party that arises directly or indirectly because he/she has: (a) violated the Agreement; (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels; or (c) adulterated or otherwise changed the **OPTAVIA** products.

3.4 INSURANCE.

- a. **Business Pursuits Coverage.** While the Company carries product liability insurance in the event of claims for faulty or defective products, the Company suggests that Coaches secure additional liability insurance to cover any business exposure for which they may be liable in the independent marketing or advertising of any products, programs or the **OPTAVIA** business opportunity.
- b. **Travel Liability.** Coaches understand and accept any and all travel-related risks in regard to their business. Coaches are encouraged to secure travel insurance as related to their business.
- c. **Other Insurance.** The Company does not provide health insurance, disability insurance, event insurance, professional liability insurance, malpractice insurance, business property coverage, or any other type of insurance to Coaches. The Company suggests that Coaches evaluate for themselves whether to secure such insurance policies for themselves.

3.5 COMPENSATION.

The Company compensates Coaches through its Integrated Compensation Plan (attached as Appendix I) (hereinafter "Compensation Plan"). Compensation is determined proportionally based on sales of products to end-user consumers within the Coach's organization. Sponsoring new Coaches leverages and expands a Coach's business and provides additional persons marketing the Company's products, programs and services to Clients, however, no compensation is paid based upon the sponsoring of Coaches. Coaches and their Co-applicants are never compensated on their personal order; a Coach's/Co-applicant's personal order is always credited to the Sponsor/Business Coach of that Coach/Co-applicant. A Coach/Co-applicant is always the client of his/her Sponsor/Business Coach. As a result, neither a Coach nor a Co-applicant is permitted to have a separate Client account for placing orders. If a Coach later adds a spouse to their Coach account and that spouse had a separate Client account, no further Client orders may be placed under their Client account after they are added as a Co-applicant to the Coach account.

3.6 TAXES.

- a. **Payment of Taxes.** All Coaches are personally responsible for all taxes due on any income they earn. The Company will provide a record of all moneys paid to each Coach and will issue and file such reports as may be required by law. Every year the Company will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each U.S. individual or Business Entity Coach who has earnings of \$600.00 or more in the previous calendar year.
- b. **Sales Tax.** The Company will charge appropriate local sales tax on all orders subject to sales tax and submit it to the necessary government bodies.

3.7 NON-SOLICITATION (PARTICIPATION IN OTHER BUSINESS OPPORTUNITIES AND DIRECT SELLING PROGRAMS).

As an **OPTAVIA** Coach, you have made a commitment to helping others in their health and wellness journey. By enrolling as a Coach, you will not only have the opportunity to participate in the income opportunity and other incentives you may earn as a Coach, but you may also be provided with Client leads, tools and other trade secret sensitive information to help grow your business. Accordingly, while Coaches may engage in other business interests and opportunities outside of their independent **OPTAVIA** Coach business, they must also ensure strict compliance with the terms of these Policies, including the specific limitations provided in this Section 3.7 and Section 5.7 (below).

- a. **Definitions.**
 - i. **Competing Business(es).** A Competing Business is any business that sells Competing Goods or Services ("Competing Business") regardless of whether it is also a Direct Selling Program (as defined below).
 - ii. **Competing Goods or Services.** Competing Goods or Services are any goods or services that are in the same generic category as any good(s) or service(s) offered by **OPTAVIA**, regardless of differences in cost, quality, ingredients, functionality, service, or other distinguishing factors. By way of example, and not limitation, any goods or services related to health and wellness are considered competing goods or services ("Competing Goods or Services").
 - iii. **Direct Selling Program.** A Direct Selling Program is any business that meets each of the following criteria ("Direct Selling Program"):
 1. The business sells memberships, goods or services through independent contractors;
 2. The independent contractors are authorized to recruit, sponsor or enroll other independent contractor salespersons into the business or to submit persons or entities to the business for consideration as independent contractor salespersons; and
 3. Independent contractor salespersons are compensated in whole or in part on sales of goods or services of those independent contractor salespersons that they, or other independent contractor salespersons, are personally sponsoring and mentoring.
 - iv. **Non-Competing Business(es).** A Non-Competing Business is a business that sells good(s) or service(s) that do not compete with or are not in the same generic category as the good(s) or service(s) offered by **OPTAVIA** ("Non-Competing Business").
- b. **Participation in and Restrictions on Other Direct Selling Programs.**
 - i. During the Agreement, **OPTAVIA** Coaches and their Spouses (regardless of whether or not the Spouse is a Co-applicant or former Co-applicant) may not participate in any Direct Selling Program that sells Competing Goods or Services ("Competing Direct Selling Programs").

- ii. During the Agreement, **OPTAVIA** Coaches are free to participate in other Direct Selling Programs that do not sell Competing Goods or Services (“Non-Competing Direct Selling Programs”), however, Coaches are prohibited from promoting or selling these Non-Competing Direct Selling Programs, their goods services, to the Network. In addition, Coaches are prohibited from recruiting the Network to the business opportunity of the Non-Competing Direct Selling Program.
 - iii. During the Agreement, Coaches and their Spouses (regardless of whether or not the Spouse is a Co-applicant or former Co-applicant) who are recognized as Global Director (or above) and have achieved a paid rank of Global Director (or above) in the last twelve (12) rolling months are prohibited from participating in other Direct Selling Programs.
 - iv. Coaches who are recognized and have achieved a paid rank below Global Director in the last twelve (12) rolling months who remain exclusive with **OPTAVIA**, meaning they are not enrolled as a representative, affiliate or distributor with any other Direct Selling Program, will have access to a variety of exclusive benefits. These exclusive benefits include the eligibility to participate in the Leads Pool (so long as the Coach qualifies for same), participate in and attend special events, like the Annual Leadership Retreat (so long as the Coach qualifies for same) and earn special recognition through a variety of incentives or other promotions offered throughout the year. Only those Coaches exclusive to **OPTAVIA** as described above will have access to these benefits. In addition, if a Coach is involved as a representative, affiliate or distributed for any other Direct Selling Program, they must report same to **OPTAVIA** at compliance@OPTAVIA.com.
 - v. Upon termination of the Agreement and for twelve (12) calendar months after the termination of the Agreement, Coaches may not directly or indirectly sponsor Clients or other **OPTAVIA** Coaches, in another Direct Selling Program (Competing or Non-Competing). The term “sponsor” means the direct or indirect, actual or attempted, solicitation of another **OPTAVIA** Coach or Client to enroll or participate in another Direct Selling Program. For purposes of this section, “solicitation” includes any direct or indirect sponsorship, enrollment, encouragement, or effort to influence in any way. Coaches participating in another Non-Competing Direct Selling Program(s) must also comply with all other specific restrictions in this Non-Solicitation Section, which also includes Section 5.7.
- c. ***Specific Restrictions Regarding Use of OPTAVIA Social Media for Coaches and Former Coaches Promoting Competing Businesses or Non-Competing Direct Selling Programs:***
- i. During the Agreement, **OPTAVIA** Coaches who engage in either a Competing Business (which is permitted so long as the Competing Business is not also a Direct Selling Program) or a Non-Competing Direct Selling Program, must not, directly, indirectly or through a third party use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Coach currently uses or has used in the past to promote or discuss **OPTAVIA**, its products, programs, services or the business opportunity (“**OPTAVIA** Social Media”), to promote a Competing Business or Non-Competing Direct Selling Program.
 - ii. During the Agreement, if a Coach is involved in a Competing Business or Non-Competing Direct Selling Program, the Coach must create a separate social media account to promote the Competing Business or Non-Competing Direct Selling Program. Coaches are also prohibited from “cross-posting” from their Competing Business or Non-Competing Direct Selling Program social media account on to the Coach’s **OPTAVIA** Social Media and vice versa.
 - iii. Upon termination of the agreement, and for twelve (12) calendar months after termination of the Agreement, former Coaches who engage in either a Competing or Non-Competing Direct Selling Program must not, directly, indirectly or through a third party,

use any **OPTAVIA** Social Media (as defined above) to promote either the Competing or Non-Competing Direct Selling Program, and must instead create a separate social media account to promote any such Competing or Non-Competing Direct Selling Program.

- d. ***Additional Restrictions on Coaches Promoting Other Businesses.*** Additional restrictions apply to **OPTAVIA** Coaches who engage in (i) a Competing Business, (ii) a Non-Competing Direct Selling Program, or (iii) a Non-Competing Business. Competing Businesses, Non-Competing Direct Selling Programs and Non-Competing Businesses will collectively be referred to herein as “Other Businesses.” Coaches who operate Other Businesses must not directly, indirectly or through a third party:
 - i. Promote the Other Business on any Coach “Team” social media page (pages that have been created by **OPTAVIA** Coaches to support their Coach Organization/Team or pages that have been created to support **OPTAVIA** Clients); an example of a Coach “Team” social media page would be a Facebook “Group Page” for a Team of independent **OPTAVIA** Coaches;
 - ii. Use his/her replicated **OPTAVIA** website to promote the Other Business;
 - iii. Use Confidential Information (as defined in Section 3.8) to promote the Other Business;
 - iv. Use “**OPTAVIA** CONNECT” resources, reporting or any other functionality, including, but not limited to, “**OPTAVIA** Share,” to promote the Other Business;
 - v. Mention or discuss “**OPTAVIA**,” or any of the Company’s trademarks (as partially outlined in Appendix J), along with the Other Business;
 - vi. Display **OPTAVIA** promotional material, sales aids, or products with or in the same location as any promotional material, sales aids, products or services of the Other Business, in a fashion that might in any way confuse or mislead a prospective Client or Coach, or member of the public into believing there is a relationship between **OPTAVIA** and the Other Business;
 - vii. Offer the **OPTAVIA** opportunity, products, programs or services to prospective or existing Clients or Coaches in conjunction with the opportunity, products, programs, or services of the Other Business;
 - viii. “Bundle” or combine the products, programs, or services of the Other Business for sale or advertisement with any **OPTAVIA** products, programs or services;
 - ix. Offer, discuss, or display any opportunity, products, programs, or services of the Other Business at or immediately after any **OPTAVIA**-related meeting, seminar, convention, webinar, teleconference, training or other function (“Event”), regardless of whether the Event is an **OPTAVIA** corporate-sponsored Event or an Event led by an independent **OPTAVIA** Coach.
- e. ***Complementary Fitness Businesses.*** Some fitness-related businesses that may be “complementary” to **OPTAVIA** could be deemed a Competing Business (e.g., a personal training business, gym or yoga studio, etc.) (“Complementary Business”). So long as the Coach complies with all other provisions under these Policies, including this Non-Solicitation Policy, Policy 3.10 (forbidding Coaches from carrying inventory for resale) and Policy 5.11 (forbidding Coaches from selling products in a Retail Outlet), etc., Coaches may offer the **OPTAVIA** opportunity, products, programs or services to prospective or existing customers of these Complementary Businesses. However, the Coach must not condition the sale or use of their Complementary Business services on the purchase of **OPTAVIA** products, including, but not limited to, offering discounted services to prospective or existing customers of their Complementary Business who purchase **OPTAVIA** products or vice versa. Additionally, while a Coach may generally promote their Complementary Business on their **OPTAVIA** social media, so long as they comply with 3.7.d i-ix above, they are prohibited from promoting competing products or services of the

Complimentary Business on their **OPTAVIA** Social Media. For example, Coaches are prohibited from promoting any nutrition plans, lifestyle or behavior modification plans, or competing products, including, but not limited to supplements on their **OPTAVIA** Social Media. All other provisions of this Policy 3.7 apply to Complementary Businesses.

- f. **Health Professional Practices.** A health professional practice could also be deemed a Competing Business. So long as those **OPTAVIA** Coaches, who also have a health professional practice (e.g., a chiropractic clinic, doctor's office, dietician, nutritionist etc.) ("Health Professional Practice") comply with all other provisions under these Policies, including this Non-Solicitation Policy, Policy 2.2 (general Policies governing Health Professional **OPTAVIA** Coaches), Policy 3.10 (forbidding Coaches from carrying inventory for resale) and Policy 5.11 (forbidding Coaches from selling products in a Retail Outlet), etc., these Coaches may offer the **OPTAVIA** income opportunity, products, programs or services to prospective or existing patients of their Health Professional Practices. However, the Coach must not condition the use of their Health Professional Practice on the purchase of **OPTAVIA** products, including, but not limited to, offering discounted services to prospective or existing patients or clients of their Health Professional Practice who purchase **OPTAVIA** products or vice versa. Additionally, while a Coach may generally promote their Health Professional Practice on their **OPTAVIA** social media, so long as they comply with 3.7. d i-ix above, they are prohibited from promoting competing products or services of the Health Professional Practice on their **OPTAVIA** Social Media. For example, Coaches are prohibited from promoting any nutrition plans, lifestyle or behavior modification plans, or competing products, including, but not limited to supplements on their **OPTAVIA** Social Media. All other provisions of this Policy 3.7 apply to Health Professional Practices.
- g. **Injunctive Relief.** **OPTAVIA** and the Coach agree that any violation of this Non-Solicitation Policy shall cause **OPTAVIA** irreparable harm for which there is no adequate remedy at law, and if emergency equitable relief is not granted to **OPTAVIA**, the injury to **OPTAVIA** shall outweigh the potential injury to the Coach. Therefore, **OPTAVIA** shall be entitled to seek emergency and permanent injunctive relief to prevent further violations of this Policy.

3.8 CONFIDENTIAL INFORMATION.

"Confidential Information" constitutes proprietary business trade secrets belonging exclusively to **OPTAVIA**, which **OPTAVIA** has invested considerable time, effort, and expense in developing and maintaining as confidential, and is provided to Coaches in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than a Coach's use in building and managing his/her independent **OPTAVIA** business.

- a. **Definition of Confidential Information.** Confidential Information includes, but is not limited to, the identities, contact information, and/or sales information relating to **OPTAVIA**'s Coaches and/or Clients:
 - i. That is contained in or derived from any Coaches' respective Back-Office;
 - ii. That is derived from any reports issued by **OPTAVIA** to Coaches to assist them in operating and managing their **OPTAVIA** business; and/or
 - iii. To which a Coach would not have access or would not have acquired but for their affiliation with **OPTAVIA**.
- b. **Injunctive Relief.** **OPTAVIA** and the Coach agree that any violation of this Policy shall cause **OPTAVIA** irreparable harm for which there is no adequate remedy at law and if emergency equitable relief is not granted to **OPTAVIA**, the injury to **OPTAVIA** shall outweigh the potential injury to the Coach. Therefore, **OPTAVIA** shall be entitled to emergency and permanent injunctive relief to prevent further violations of this Policy.

- c. **Confidentiality of Personal Information.** In addition to the restrictions outlined in this Section 3.8, Coaches are also required to adhere to and comply with the confidentiality obligations outlined in the Policies and Guidelines for Handling Personal Information set out in Appendix E.

3.9 DATA PROTECTION AND PRIVACY.

While no current uniform federal law exists that governs data privacy, there are a variety of sector-specific laws and regulations, including several state laws, that govern the handling of an individual's personal information, i.e., information that identifies or permits one to contact an individual (such as their name, email address, phone number, address and so on). These laws are known as data protection laws. As an independent **OPTAVIA** Coach, you should ensure that your collection and use of personal information of other Coaches, Clients and Coach and Client candidates is in compliance with the data protection laws that apply to your business and seek legal advice if you are unsure of your responsibilities. In addition to the below requirements, Coaches are also required to adhere to and comply with the data protection obligations outlined in the Policies and Guidelines for Handling Personal Information for Independent **OPTAVIA** Coaches set out in Appendix E.

- a. **Payment Card Information.** Coaches must familiarize themselves with the Guidance on Handling Payment Card Information, attached as Appendix C and incorporated into this Agreement. Coaches who take payment card information are solely responsible to comply with the requirements imposed by the current version of the Payment Card Industry Data Security Standard ("PCI-DSS"). Coaches who receive personal information from or about prospective Coaches or Clients have the responsibility to maintain its security. Coaches should shred tangible materials or irreversibly delete from any electronic storage location the personal information of others once it is no longer needed. In addition, information regarding a Client's or **OPTAVIA** Coach's experience with Company products and/or programs cannot be revealed without his/her written permission; this includes use of personal testimonials.
- b. **Data Breach.** Coaches who suffer the loss, theft, or misuse of personal information are solely responsible for complying with all applicable laws for investigation and remediation, including but not limited to satisfaction of requirements to provide notice to individuals, consumer reporting agencies, and/or other required third parties.
- c. **Transfer of Data.** Coaches are prohibited from downloading, exporting, removing, or otherwise transferring files, lists, or any other Client or Coach data containing personal information from the Back-Office or another **OPTAVIA** system, database, or repository except as expressly authorized in writing by **OPTAVIA**. Please see Appendix E for additional guidance with respect to the handling of personal information.
- d. **Health Assessment Information.** Whether using a print copy of the Health Assessment form or using a customized electronic form to record the Health Assessment, Coaches are responsible for safeguarding all personal information received from current or prospective Clients and Coaches, whether that data is maintained in physical or electronic form. Therefore, in addition to ensuring that your collection of your Client's Health Assessment data is in compliance with Policy 3.9 and the Guidelines for Handling Personal Information, Coaches are responsible for assessing the risks of any platform they use to collect, store, and dispose of personal information. Coaches must obtain the Client's consent for both the Coach and the Company to receive this information, which may include personally identifiable information or confidential health information.

3.10 PRODUCT INVENTORY.

Coaches may not carry an inventory of **OPTAVIA** products for resale (including but not limited to resale to other Coaches). All products are direct-shipped from the Company to the buyer. Coaches should not purchase more products in a month than they and/or their Household family members can reasonably expect to consume during the month. Coaches must not influence or attempt to influence any other Coach to buy more products than they or their Household family members can reasonably use during

the month.

3.11 COMPENSATION PLAN MANIPULATION.

Compensation plan manipulation, sometimes referred to as rank-buying or bonus-buying ("Compensation Plan Manipulation") is strictly prohibited. Compensation Plan Manipulation includes, but is not limited to the following:

- a. Enrolling an individual as a Client or Coach without the permission and/or knowledge of such individual;
- b. Enrollment or attempted enrollment of nonexistent individuals or entities as Clients or Coaches;
- c. Purchasing products under another Client's or Coach's account;
- d. Using Wellness Credits in excess of 50% of a Client's order;
- e. Enrolling and purchasing products for a Household family member under another Coach (please see Policy 3.13 for proper ordering practices for Household family members);
- f. Incentivizing a Coach to cancel his/her Coach business, via financial and/or other non-monetary rewards or benefits, to qualify for rank advancement or maintenance, incentives, prizes, commissions, or bonuses; or
- g. Any other mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions, or bonuses that are not driven by bona fide product purchases by end-user consumers for actual use.

If Compensation Plan Manipulation occurs in a Coach's downline organization, which is unknown to the upline Coach(es), but the Compensation Plan Manipulation contributed to the upline Coach's/Coaches' rank, bonuses or commissions, the Compensation Plan Manipulation will be disregarded and removed and the upline's rank and commissions, including bonuses, will be recalculated, but the unknowing upline Coach(es) will not face any disciplinary action. While the upline Coach(es) who had no direct part in the Compensation Plan Manipulation will not face disciplinary proceedings, the other Coach(es) who directly engaged in the Compensation Plan Manipulation will face disciplinary action.

3.12 MINOR CLIENTS

The **OPTAVIA** Program should not be used by individuals under the age of 13. **OPTAVIA** does offer specialized plans for teen boys and girls between the ages of 13 to 18 years, as teens have unique nutritional needs required for optimal growth and wellbeing. Coaches should work with their Client's healthcare provider to select which plan option is better suited for their Client based on their Body Mass Index (BMI) percentile. For more guidance on our Plans for Teens, please see Client Answers. When placing orders for a minor Client, i.e., individuals under the age of 18, please note that certain laws prohibit the collection of personal information of minors. As a result, when onboarding a Client who is under the age of 18, the Client's order should be placed in the name of the minor's parent or legal guardian. Coaches should ensure that their collection of any information regarding a minor Client comports with our Policies on Data Protection and Privacy.

3.13 PURCHASES FOR HOUSEHOLD FAMILY MEMBERS.

While Coaches are generally prohibited from using their personal credit card to purchase orders for a Client, **OPTAVIA** makes an exception to this Policy to permit Coaches to use their personal credit to purchase products for Household (as defined in Policy 2.5) family members, subject to the following limitations. If a Household member is under the age of 18, they may not have their own personal Client account. Orders for Household family members under the age of 18 must be placed under the parent Coach's account, per Policy 3.12. Household members over the age of 18 may have their own Client account, so long as the account is on the frontline of the purchasing Coach. Coaches may not place orders for Household family members under downline Coaches. Placing orders for Household family

members under downline Coaches is considered Compensation Plan Manipulation under Policy 3.11.

3.14 ACCURATE CLIENT ACCOUNT INFORMATION

If assisting a Client with placing an order, Coaches must ensure that the Client's contact information, including the name, phone number, billing and shipping address is accurate. Accurate Client account information is critical for the Company to maintain for record keeping purposes, in case of potential product recall, etc. Under no circumstances may a Coach substitute their personal contact information for that of a Client. Providing inaccurate Client information to the Company may subject the Coach to potential disciplinary action.

3.15 WELLNESS CREDITS.

The Company provides a means whereby Coaches can provide rewards, gifts, or incentives to another Coach or Client; this mechanism is called "Wellness Credits." Purchases of Wellness Credits are non-commissionable. Any purchases of Wellness Credits that the Company deems were made by a Coach in order to manipulate rank or the **OPTAVIA** Integrated Compensation Plan are strictly forbidden, please see Policy 3.11. Wellness Credits act as a method of payment on a Coach's or Client's next order. Coaches are not required to purchase Wellness Credits to participate in the **OPTAVIA** business opportunity and Coaches are encouraged to limit the purchase of Wellness Credits to a reasonable amount so that their business expenses do not outweigh their potential income with **OPTAVIA**. Should the Company determine, in its sole discretion, that a Coach is purchasing an unreasonable amount of Wellness Credits or is using Wellness Credits in violation of these Policies, the Company may take action to prohibit or limit a Coach's purchase of Wellness Credits. An unreasonable amount is not easily defined, as it would vary depending on the Coach's rank and corresponding commissions. Therefore, if necessary, the Company will determine whether the purchase of Wellness Credits is unreasonable on a case-by-case basis. In addition, Wellness Credits may only be applied on up to 50%, or half of a Client's or Coach's order of products (e.g., if a Coach gifts \$50.00 in Wellness Credits to a Client, that Client would only be able to apply the Wellness Credits to an order in the amount of \$100.00 or more). Using Wellness Credits in excess of 50% of a Client's order is considered Compensation Plan Manipulation. Wellness Credits are a gift, and can only be redeemed by the recipient Client/Coach through placing an order. Once given, Wellness Credits belong to the Client or Coach who receives them, unless and until those Wellness Credits expire, in which case they will revert back to the Coach who gifted the Wellness Credit(s). The following are acceptable uses of Wellness Credits:

- a. Thank-you gift from a Coach to a Client for a referral or lead;
- b. Thank-you gift from a Coach to a Client for hosting an event (e.g., weigh-in, meeting, or tasting);
- c. Congratulatory gift from a Coach to a Client for meeting a goal or milestone;
- d. Gift for a Client who cannot afford the full cost of the program;
- e. Holiday/birthday gift for a Client or Coach;
- f. Encouragement gift to a Client or Coach to start or stay on plan;
- g. Reparation from a Coach to a Client for an order mishap (e.g., shipment delay);
- h. Reward for team incentive contests/challenges from Business Coach/Business Leader to team members.

3.16 PAYMENT & CREDIT CARD USAGE.

If a credit/debit card or other payment instrument is used to pay for products, it must be the credit/debit card or other payment instrument of the individual who is ordering the product for their personal and/or family use. Coaches may not use another Coach's or Client's credit/debit card, or other payment instrument to place an order, nor may a Coach use his/her own credit/debit card or other payment instrument to place an order on behalf of another Coach or Client. Use of a Coach's own credit/debit

card or other payment instrument to place an order is considered Compensation Plan Manipulation. Coaches may not accept cash from Clients to place an order. The Company does not accept cash. Coaches facilitate Client orders either through their replicated **OPTAVIA** websites, or through assisting the Client with placing telephone orders. A Client may, at times, seek your help in creating an account or placing an order. During this process, the Client may trust you with their card information. Coaches must ensure they are following the Guidance on Handling Payment Card Information (per Appendix C). Generally speaking, however, Coaches should not place the orders for the Clients themselves. All other forms of sales or orders are prohibited.

3.17 ACTIONS OF AFFILIATED PARTIES & HOUSEHOLD MEMBERS.

The term "Affiliated Party" shall mean any individual, partnership, trust, limited liability company, or other entity that has an equitable or ownership interest in, or management responsibility for, a Business Entity. The term "Business Entity" shall mean any corporation, partnership, limited liability company, trust or other entity that owns or operates an independent **OPTAVIA** Coach business. A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violate the Agreement, **OPTAVIA** may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a Household (as defined in Policy 2.5) family member of a Coach engages in conduct that would be a violation of the Agreement, the conduct of the Household family member may be imputed to the Coach (i.e., the Coach may be held responsible for the conduct of the Household family member).

3.18 NEGATIVE COMMENTS.

Complaints and concerns about **OPTAVIA** should be directed to the Coach Support Team. Coaches must not disparage, demean, or make negative remarks to third parties or other Coaches or Clients about **OPTAVIA**, its owners, officers, directors, management or employees, other Coaches or Clients or the Integrated Compensation Plan. Violation of this Policy may subject the Coach to potential disciplinary action, up to and including termination. A Coach's obligations under this provision survive the termination of the Agreement.

3.19 REPORTING POLICY VIOLATIONS.

One of our Company's most valuable assets is its integrity. Therefore, the Company takes protecting this asset very seriously. To that end, we have established a Procedure whereby Coaches who observe Policy violations in the field should report the situation to the Company. The Company will review, research and handle these matters as the Company deems appropriate. See the **OPTAVIA** Procedures for Details on how to Report Policy Violations.

3.20 ADJUSTMENTS TO BONUSES & COMMISSIONS.

If a product is returned to **OPTAVIA** for a refund, whether or not a credit card chargeback occurs, the compensation attributable to the returned product(s) will be recovered by the Company from the Coach.

3.21 RETURN OF PRODUCTS, BUSINESS KITS & BUSINESS SUPPORT MATERIALS UPON CANCELLATION OR TERMINATION.

Upon voluntary cancellation or termination of an Independent **OPTAVIA** Coach Agreement, the Coach may return their Business Kit and any Company-produced Business Support Materials that he or she personally purchased from **OPTAVIA** within twelve (12) months from the Coach's date of purchase (the one year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition. Any Business Support Materials that are produced by a third party, i.e. non-Company produced, shall not be subject to this return Policy (please note, all products sold at www.OPTAVIAGEAR.com are produced by a third party). In addition, residents of Georgia, Idaho, Louisiana, Maryland, Montana, Massachusetts, Oklahoma, Texas, Wyoming, and Puerto Rico may return any products that they purchased from the Company within one (1) year prior to the date of their cancellation so long as the products are in currently marketable condition. Upon the Company's

receipt of returned goods and/or Business Support Materials and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not in currently marketable condition. The merchandise must be returned within thirty (30) days from the date of the Coach's cancellation/termination. See the **OPTAVIA** Procedures for Return Details Upon Cancellation or Termination of an **OPTAVIA** Coach Business.

3.22 ORDER RETURNS & REFUNDS.

Federal and state law requires that Coaches notify their Clients that they have three (3) business days (five (5) business days for Alaska residents, fifteen (15) days for residents of North Dakota over the age of 65; Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Coaches shall verbally inform their Clients of this right. Different satisfaction guarantee policies apply to different products and are specified on the packing slip of each order along with return instructions. **OPTAVIA**'s return and refund policies vary between products and are published on **OPTAVIA**'s corporate website. See the **OPTAVIA** Procedures for Details on Order Returns and Refunds.

3.23 DISCIPLINARY SANCTIONS.

Violation of the Agreement, any material misrepresentation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Coach that the Company reasonably believes may damage its reputation or goodwill, or which results in or is designed to manipulate the Integrated Compensation Plan or any incentive offered by the Company, may result in the suspension or termination of the Coach's **OPTAVIA** business, and/or any other measure that **OPTAVIA** deems appropriate to address the misconduct, including, but not limited to the following:

- a. Issuance of a written warning;
- b. Requirement of the Coach to take immediate corrective action;
- c. Clawing back commissions;
- d. Imposition of a fine, which may be withheld from commissions;
- e. Restriction of Back-Office access;
- f. Loss of rights to one or more bonus and commission checks;
- g. Withholding of all or part of any bonuses and commissions during the investigation period (if a Coach's Agreement is canceled for disciplinary reasons, the Coach will not be entitled to recover any commissions or bonuses withheld during the investigation period);
- h. Suspension of the Coach's business with loss of earnings;
- i. Reassignment of Clients or Coaches to another Coach;
- j. Termination of the Coach's business;
- k. Equitable resolution by any other measure the Company deems appropriate to resolve the injuries caused by the Coach's violation or contractual breach.

In situations deemed appropriate by **OPTAVIA**, the Company may institute legal proceedings for monetary and/or equitable relief. Upon imposition of a disciplinary sanction(s), the Company shall immediately notify the Coach via the e-mail that the Coach has on file with the Company. The Company will also notify the Coach's sponsor and other members of the Coach's upline of the disciplinary sanctions, as the Company deems appropriate. Individuals or Business Entities terminated for disciplinary reasons may not re-enroll as a Coach. See the **OPTAVIA** Procedures for Details on Appealing

Disciplinary Sanctions.

3.24 CANCELLATION OF AN **OPTAVIA** COACH BUSINESS.

"Cancellation" of a Coach's **OPTAVIA** business means the discontinuation of a Coach's **OPTAVIA** business for any reason, whether the cancellation is voluntary (via resignation or non-renewal) or involuntary (termination or otherwise). A Coach whose **OPTAVIA** business is canceled for any reason will lose all Coach rights, benefits, monetary compensation and privileges, including loss of his/her downline organization which will roll-up to the Coach's Sponsor. Per Policy 3.11, the Company considers the act of incentivizing a Coach to cancel his/her Coach business (via monetary and/or non-monetary rewards or benefits) in order to qualify for rank advancement or maintenance, incentives, prizes, commissions, or bonuses to be Compensation Plan Manipulation. In order to protect the integrity of the Compensation Plan, the Company reserves the right to investigate all voluntary cancellations to ensure that the cancellation was bona fide and not intended to manipulate the Integrated Compensation Plan. In the event that the Company's investigation determines that the cancellation was due to Compensation Plan Manipulation, the Coach business in question will not roll-up and the Company will preserve the Coach account in its same position, in perpetuity, to preserve the integrity of the Compensation Plan. The Company further reserves the right to pursue any and all remedies available under this Agreement and to issue disciplinary action against the Coach(es) who participated in the Compensation Plan Manipulation. See the **OPTAVIA** Procedures for Details on Cancellation of an **OPTAVIA** Coach Business.

3.25 BUSINESS ROLL-UP.

If a Coach's **OPTAVIA** business is canceled for any reason (including termination), the Coach's downline organization, including personally sponsored Coaches and Clients, will "roll-up" to the Coach's Sponsor/Business Coach (unless the Company determines that Compensation Plan Manipulation has taken place, per Policy 3.24).

3.26. RE-ENROLLMENT.

A Coach who has voluntarily cancelled their Coach business, through resignation or non-renewal may re-enroll as a Coach by purchasing a Business Kit, subject to the following timelines: (a) within six (6) months after voluntary cancellation, the Coach must re-enroll under their former Sponsor or, (b) if a Coach wishes to re-enroll more than six (6) months after the their voluntary cancellation date, they may re-enroll under the Sponsor of their choice.

3.27 BUSINESS ENTITIES.

- a. ***Enrolling as a Business Entity.*** A Business Entity (e.g. limited liability company, corporation, partnership, etc.) may wish to enroll as an **OPTAVIA** Coach. A Business Entity may apply to become an **OPTAVIA** Coach by completing, signing, and returning a Business Entity Addendum, signed by all the participants in the Business Entity and purchasing a Business Kit, as well as complying with any other applicable legal requirements. All members of the Business Entity are required to comply with the terms of the Agreement. See the **OPTAVIA** Procedures for Details on Enrolling as a Business Entity.
- b. ***Changing to a Business Entity.*** A Coach who enrolled as an individual may wish to transfer his/her account to a Business Entity for the purpose of operating their business. If the Coach wishes to change their form of business from a sole proprietorship to a Business Entity, he/she may do so at any time. The individual must complete, sign and return a Business Entity Addendum to the Company, as well as comply with any other applicable legal requirements.
- c. ***Business Entity Commissions.*** All commissions and/or bonuses earned by the Business Entity will be issued in the name of the Business Entity. The Company will not have any liability to the Coach if the Business Entity or any participant in the Business Entity fails to allocate and pay any portion of any bonuses or commissions received by the Business Entity among the multiple participants in the Entity, or for any incorrect allocation and/or payment.
- d. ***Primary Participant.*** One member of the Business Entity will be designated as the

"Primary Participant" and the Company may rely and act on any information provided by the Primary Participant.

- e. ***Dissolution of a Business Entity.*** In cases in which owners of a Business Entity elect to dissolve the Business Entity, and one of the owners advises the Company in writing that they are dissolving the Business Entity, the Coach who is listed as the Primary Participant on the account shall be responsible for fulfilling the obligations of the Business Entity until the Business Entity is fully dissolved and a formal dissolution agreement between the parties is reached that determines the disposition of the Business Entity. While the dissolution is proceeding, no owner may make changes to the business (e.g., change the payee, change the name of the business, etc.) until a formal dissolution agreement concerning the Business Entity is finalized and the Company is notified accordingly by the Primary Participant. Upon completion of the dissolution and/or the completion of **OPTAVIA**'s Business Transfer Procedures, the Business Entity shall be transferred to the individual who receives the Business Entity pursuant to the dissolution agreement (or court order if the dissolution is contested). Please note that **OPTAVIA** is unable to split a Business Entity in two, or to divide a commission between multiple parties. Therefore, if the owners or former owners enter into an agreement, or are ordered by a court, whereupon it is incumbent on **OPTAVIA** to split the commission or divide the Business Entity, the business shall be cancelled.

3.28 BUSINESS TRANSFER (SALE OF AN **OPTAVIA** COACH BUSINESS).

Coaches who have been paid at the rank of National Director or higher for six (6) of the preceding twelve (12) months may sell or transfer their business subject to obtaining **OPTAVIA**'s prior written approval by the Company's Policy Committee. It is within **OPTAVIA**'s sole discretion whether to allow a business transfer or sale, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be sold or transferred unless and until the disciplinary matter is resolved. A Coach wishing to sell or transfer his/her business ("Seller") must first give notice of their intention to sell or transfer the business to the Company and the Company has the right of first refusal to purchase said business, at the same terms/conditions and sale price as that offered to other eligible purchasers. The Company shall have seven (7) business days within which to exercise its right of first refusal. If the Company declines to purchase the business within such time, the Seller may then offer to sell or transfer the business to other parties eligible to purchase. If the business is sold or transferred to an existing Coach, the buying Coach ("Purchaser") must be at the rank of National Director or higher, for six (6) of the preceding twelve (12) months. The purchased Coach business will be operated as a second business and remain in its current position in the line of sponsorship, if the purchaser is already a Coach with **OPTAVIA**. Mergers of **OPTAVIA** Coach businesses are not permitted. Coaches are prohibited from using a business transfer/sale to manipulate the Integrated Compensation Plan or any other incentive offered by the Company. From time to time, the Company may elect to purchase a Coach business at its sole discretion, in which case, the Company may allow the business to "compress" or "roll-up" or the Company may continue to allow the business to operate and remain in its current position in the line of sponsorship. If a Coach who has sold their business wishes to re-enroll as a Coach, they may only do so after sitting out of the business for six (6) months, after which time they may re-enroll under the sponsor of their choice, however, they are strictly prohibited from soliciting the former Clients and/or Coaches of their former organization. See the **OPTAVIA** Procedures for Details on Business Transfers/Sales.

3.29 BUSINESS TRANSFER UPON DEATH.

A Coach may devise his/her business to his/her heirs via a will or other testamentary instrument. A Coach shall not use, or attempt to use a testamentary transfer as a means to circumvent the Business Transfer Policy (Policy 3.28). If the Company believes that a testamentary transfer is being used as a device to circumvent the Business Transfer Policy, the transfer shall be handled pursuant to the Business Transfer Policy and the corresponding Procedures. Unless a testamentary instrument says otherwise, upon the death of a Coach, the rights and responsibilities of the Coach business remain with the Spouse,

if said Spouse is a Co-applicant. If a Spouse does not exist, the rights and responsibilities are passed on to the rightful heir(s), trustee(s), guardian(s) or conservator(s). The heir(s), trustee(s), guardian(s) or conservator(s) shall be required to contact the Company in writing and shall be bound by the terms and conditions of the Agreement. In the case of a Coach who dies intestate (without a will), **OPTAVIA** will deem the Coach business nontransferable if it is not contacted by an authorized representative of the Coach's estate or the heirs, devisees, successor trustees, personal representative, or executor of the decedent within ninety (90) days of the Company being notified of the Coach's death. After ninety (90) days has elapsed, the Company will roll-up the deceased Coach's business. See the **OPTAVIA** Procedures for Details on Business Transfers upon Death.

3.30 BUSINESS DISTRIBUTION UPON DIVORCE.

In cases in which a couple that jointly operates an **OPTAVIA** Coach business divorce, and one of the Spouses advises the Company in writing that they have filed for divorce, the Coach who is listed as the "Primary" on the account shall be responsible for fulfilling the obligations of the business until a divorce decree or order is entered and a court order rules on the disposition of the business (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties and notarized by a notary public). Neither party may make changes to the business (e.g., change the payee, change bank account information, change the name of the business, etc.) until a final divorce decree/order is entered (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties and notarized by a notary public). Upon entry of the divorce decree/order or reaching an agreement in writing (and the divorce decree/order being provided to the Company), the business shall be transferred to the individual ordered by the court or as agreed to in writing by the parties. Please note that **OPTAVIA** is unable to split a business in two, or to divide a commission between two parties. Therefore, if the Spouses or former Spouses enter into an agreement, or are ordered by a court to split the commission or divide the business, the business shall be cancelled. The Spouse not assuming the **OPTAVIA** Coach business may enroll as a new Coach immediately under the Sponsor of his or her choice. See the **OPTAVIA** Procedures for Details on Business Transfers upon Divorce.

3.31 INTERNATIONAL ACTIVITIES.

Coaches are only authorized to promote Company products and programs, conduct events or trainings, and enroll Clients or Coaches in countries that it has officially announced are opened for its Direct Selling operations. Coaches may not conduct advertising, sponsoring, or business activities of any nature in any foreign country that the Company has not announced is officially opened for its Direct Selling business. Company products cannot be shipped into or sold in any other country or to anyone in a country where **OPTAVIA** is not currently opened for business.

SECTION 4 - SPONSORING

4.1 BUSINESS OPPORTUNITY.

OPTAVIA Coaches have the opportunity to grow their businesses beyond acquiring and supporting Clients by building an organization of Coaches. To do so, **OPTAVIA** Coaches can sponsor other individuals as Coaches and, if desired, help them do the same.

4.2 BECOMING A SPONSOR.

Sponsorship opportunities are available to all Coaches; however, Coaches may only sponsor individuals or Business Entities who are residents of the United States, U.S. Territories or U.S. service members and their families at verified APO and FPO military addresses. Sponsoring is only permitted where the Company has officially announced it is open for business. See the **OPTAVIA** Procedures for Details on Sponsoring.

4.3 SPONSOR BUSINESS RESPONSIBILITIES.

Sponsoring Coaches must use their best efforts to provide, on an ongoing basis, bona fide mentoring

and training of sponsored Coaches and the Coaches within their organization. Coaches must maintain ongoing contact, communication, and mentoring within their organization. Examples of such mentoring and training may include, but are not limited to:

- a. Providing ongoing contact, communication, encouragement, and support of personally sponsored Coaches and those within their downline organization;
- b. Product, program, and coaching training;
- c. Encouragement and support;
- d. Written correspondence;
- e. Personal and/or virtual meetings;
- f. Telephone contact, voice mail, and/or e-mail;
- g. Accompanying individuals to the Company and/or field training sessions and meetings;
- h. Assisting Coaches to set goals and create business strategies, etc.

4.4 **OPTAVIA** LEADS POOL.

The Company makes significant investments in various marketing activities to attract new Client candidates ("Lead(s)") to the **OPTAVIA** Community. These Leads will be distributed among Coaches who currently meet the published qualifications set out by the Company which may change from time to time, at its sole discretion. For additional information concerning the Leads Pool and qualifications regarding same, please visit Coach Answers [here](#). The Company does not guarantee that a Coach will be assigned Leads under its Leads Pool program, regardless if you meet all of the qualifications. The following Policies apply to the Leads Pool:

- a. **Leads Pool Eligibility:** In order to receive a Lead, a Coach must meet certain qualifications established by the Company, as outlined on Coach Answers. A Coach's eligibility to receive a Lead is based on the Coach achieving the qualifications during the prior Monthly Bonus Period. If a Coach meets the Leads Pool qualifications during a Monthly Bonus Period, they will enter the Leads Pool the following Monthly Bonus Period.
- b. **Leads Pool Commissions:**
 - i. **Company-Acquired and Company-Converted Leads:** New Clients that visit the Company's website, click on "Coach to be assigned" during the checkout process and go on to create a Client account, will be considered a "Company-Acquired" Lead. Once a Company-Acquired Lead enters the Leads Pool, the Company will hold off on notifying a Leads Pool qualified Coach for 60 minutes. During this 60 minute window, if the Lead makes a purchase they will be considered "Company-Converted." For Company-Acquired and Company-Converted Leads, the Coach will receive 0% Compensation Volume ("CV"), the Lead will not count towards any Bonuses (i.e., the Coach Accelerator Bonus ("CAB"), the Accelerator Assist Bonus, Client Support Bonus+ ("CSB+")), any other incentives offered by the Company or for Leads Pool qualifications. However, the Coach will receive 100% of the Qualifying Volume (QV) for the Company-Acquired and Company-Converted Lead's order and this Lead will also count as an Ordering Entity.
 - ii. **Company-Acquired and Coach-Converted Leads:** If a Company-Acquired Lead makes a purchase after the 60-minute window once entered into the Leads Pool, they will be considered "Coach-Converted." For Company-Acquired and Coach-Converted Leads, the Coach will receive 50% Compensation Volume ("CV"), the Lead will also count towards Bonuses (i.e., the Coach Accelerator Bonus ("CAB"), the Accelerator Assist Bonus, Client Support Bonus+ ("CSB+")), any other incentives offered by the Company and for Leads Pool qualifications. The Coach will also receive 100% of the Qualifying Volume (QV) for the Company-Acquired and Coach-Converted Lead's order and the Lead will count as an

Ordering Entity.

- iii. **Leads Pool Recovery:*** Any issues or discrepancies related to the **OPTAVIA** Lead program should be reported to the Company immediately. Please note that the Company's decision regarding commissions pertaining to the Lead will be final.

4.5 PROTECTING THE LINE OF SPONSORSHIP.

OPTAVIA is a business built upon the creation of relationships with Clients and other Coaches. Therefore, once a Coach is sponsored, in order to preserve the line of sponsorship and safeguard the hard work of all Coaches, with the exception of permitting a Coach to change sponsors within their first thirty (30) days of enrollment, **OPTAVIA** does not allow Coaches to change sponsors.

- a. ***Sponsor Changes within 30 Days of Enrollment.*** **OPTAVIA** does understand that there may be errors or other circumstances in the first 30 days of a Coach's enrollment where a change of sponsors may be warranted. As an accommodation, during a Coach's first 30 days only, a one-time transfer will be granted upon Company review and approval, however, approval is at the Company's sole discretion. In no way should this Policy be interpreted by a newly sponsored Coach as an opportunity to shop around within his/her first thirty (30) days for a different Sponsor, especially if their original Sponsor is reasonably fulfilling the role of Sponsor.
- b. ***Cancellation of an OPTAVIA Business.*** A Coach can voluntarily cancel or resign from their **OPTAVIA** business and if they remain inactive for six (6) full consecutive calendar months, following the six (6) calendar month period of inactivity, the former Coach may re-enroll under a new Sponsor of their choice. This requires the purchase of a new Business Kit. However, please note that:
 - i. The Coach will lose all rights to their former downline organization upon their cancellation and all rights to revenue produced through sales from their former organization;
 - ii. The Coach may not promote Company products, programs, earn compensation, or attend events or trainings during the six-month inactivity period;
 - iii. The Coach's Household family members, (e.g., Spouses, common law or domestic partners, and dependent children of one or both Spouses or domestic partners), are not permitted to enroll a business under a new sponsor during the six (6) month period;
 - iv. The Coach may not attempt to engage in any other actions that could be deemed, at the sole discretion of the Company, as an attempt to potentially circumvent this Policy; and
 - v. Once re-enrolled, the Coach is not permitted to solicit former Clients or induce Coaches or Clients from its former organization to change lines of sponsorship.
 1. Coaches who fail to comply with the foregoing for the full six (6) calendar months may be required to sit out an additional six (6) months or may be prohibited from re-enrolling as a Coach with the Company.
- c. ***Waiver of Claims.*** If a Coach improperly changes their Sponsor, **OPTAVIA** reserves the sole and exclusive right to determine the final disposition of the downline organization and any potential commissions that may have been earned, by the Coach in his/her second line of sponsorship. COACHES WAIVE ANY AND ALL CLAIMS AGAINST **OPTAVIA**, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM **OPTAVIA**'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION OR COMMISSIONS EARNED BY A COACH WHO HAS IMPROPERLY CHANGED THEIR SPONSOR.

4.6 CLIENT TRANSFERS.

Clients are free to choose the Coach they wish to do business with. If a Client wishes to change Coaches, he or she may do so. In addition, while a Client is free to choose the Coach they wish to do business with, a Coach may feel transferring their Client to a new Coach would best serve the Client (e.g. in the case of an inactive Client), if a Coach wishes to transfer their Client, after obtaining the Client's consent, the Coach may submit the change request on behalf of their Client. Client Transfers may not be used to circumvent any of the Policies outlined herein or to otherwise manipulate the Integrated Compensation Plan or any incentive offered by the Company. Client Transfer Requests may be reviewed by the Company's Compliance Department for approval and the Company reserves the right to decline any requests for Client Transfers at its sole and absolute discretion. See the **OPTAVIA** Procedures for Details on Client Transfers.

4.7 BULK CLIENT TRANSFERS.

OPTAVIA understands that, from time to time, a Coach may wish to transfer large numbers of frontline entities (inactive Clients, leads, etc.) to another downline Coach for ongoing support and service (hereinafter called "Bulk Client Transfers"). In order to better serve these frontline entities, **OPTAVIA** provides a process by which the Coach may transfer these frontline entities for an administrative fee proportional to the number of Clients to be transferred. However, please keep in mind that Clients always have the right to select their own Coach. In addition, Bulk Client Transfers may not be used to circumvent any of the Policies outlined herein or to otherwise manipulate the Integrated Compensation Plan or any incentive offered by the Company. Bulk Client Transfer Requests may be reviewed by the Company's Compliance Department for approval and the Company reserves the right to decline any requests for Bulk Client Transfers at its sole and absolute discretion. See the **OPTAVIA** Procedures for Details on Bulk Client Transfers.

4.8 CROSS-LINE COACH OR CLIENT SOLICITATION.

Coaches shall not directly or indirectly solicit, encourage, or induce a Coach in another Coach's downline to change lines of sponsorship, nor should a Coach directly or indirectly solicit a Client in another Coach's downline. Violation of this Policy will subject the Coach to potential disciplinary action, up to and including termination.

SECTION 5 - ADVERTISING

5.1 GENERAL ADVERTISING DUTIES

Independent **OPTAVIA** Coaches must never engage in deceptive, fraudulent, or illegal activity in conjunction with their independent **OPTAVIA** business or make any false or deceptive claims about **OPTAVIA**'s products, plans or the Coaching opportunity. Coaches must familiarize themselves with all Company Policies and formal literature regarding the Company's products, plans and guidance around testimonials and claims to ensure they are in compliance.

5.2 IDENTIFYING YOURSELF AS AN INDEPENDENT **OPTAVIA** COACH

Per the [FTC's Endorsement Guides](#), Coaches must conspicuously identify themselves as an "Independent **OPTAVIA** Coach" or an "independent Coach with **OPTAVIA**" in all advertising, telephone directory listings, promotional material, social media postings, and other forums in which they promote **OPTAVIA**'s products, programs, services and/or the **OPTAVIA** business opportunity (Certified Coaches may include the term "Independent Certified **OPTAVIA** Coach" when identifying themselves, if they have passed the required certification exam).

5.3 BUSINESS SUPPORT TOOLS & MATERIALS.

- a. ***Definition of Business Support Tools & Materials.*** Business Support Tools and Materials (hereinafter, "Business Support Materials") includes any and all electronic, printed, audio or video presentations, business building systems, materials and/or tools that a Coach uses to build an **OPTAVIA** business, promote and/or advertise the offer or sale of **OPTAVIA** products, programs, services or the business opportunity. Some examples of Business Support Materials

may include, but are not limited to: flyer's, posters, videos, PowerPoint presentations, mobile applications, websites, business cards, books, and other tools etc.

- b. ***Use of Business Support Materials.*** Subject to the exception under Policy 5.4, Coaches are only permitted to use Business Support Materials that have been produced and/or distributed by the Company for the building of their business, promoting and/or advertising **OPTAVIA** products, programs, services and the business opportunity ("Company-Produced Business Support Materials"). Coaches may not create, prepare or use their own Business Support Materials.

5.4 COACH-CREATED BUSINESS SUPPORT MATERIALS.

While the Company endeavors to produce and distribute all the Business Support Materials a Coach may need to promote his/her business, the Company recognizes that there may be unique events or opportunities for which the Company does not have specific Business Support Materials prepared. Therefore, a Coach may wish to create certain Business Support Materials which contain the Company's protected trademarks for an event, meeting or other opportunity to advertise his/her business. Business Support Materials created by Coaches ("Coach-Created Business Support Materials") must be limited to flyer's, pamphlets, banners, and other printed materials. Coaches must submit all Coach-Created Business Support Materials they create to the Company for its prior review and written approval before use by submitting via the Company's advertising request form. The Company has the sole discretion of whether to approve such Coach-Created Business Support Materials. The Company reserves the right to rescind the approval of any Coach-Created Business Support Materials at its discretion, and COACHES WAIVE ANY CLAIM FOR DAMAGES OR REMUNERATION FOR ANY LOSSES THAT THEY MAY INCUR RESULTING FROM OR RELATING TO THE COMPANY'S DECISION TO RESCIND ITS PRIOR APPROVAL. See the **OPTAVIA** Procedures for Details on Submitting Permitted Advertising Materials and Tools to the Company for Approval.

5.5 INTERACTION WITH THE MEDIA.

In order to protect the **OPTAVIA** brand and to ensure a consistent message, **OPTAVIA** has determined that it is in the best interest of all Coaches to have designated company spokespersons handle all communications with the Media, except as otherwise allowed by these Policies. Accordingly, unless Coaches receive prior written consent from the Company, Coaches are not permitted to contact, solicit, respond to, interview with, or otherwise communicate with the Media about **OPTAVIA**, its products, programs, services, the business opportunity, their experience with **OPTAVIA**, or anything else relating to **OPTAVIA**, even if **OPTAVIA** is not mentioned by name. It is a violation of this Policy to provide any information to the Media without prior written approval from **OPTAVIA**, regardless of whether the information is positive or negative, accurate or inaccurate. "Media" is defined broadly to include, but is not limited to, all traditional news outlets, television, podcasts, radio shows, print media, as well as all internet-based journalistic communications, which may include blogs, forums, and bulletin boards relating to journalistic news or similar outlets. If the Media contacts a Coach, he or she must notify the Company and receive written authorization to speak to the Media BEFORE discussing **OPTAVIA** products, programs, services, the business opportunity, etc. with the Media. If appropriate, the Company shall appoint an authorized representative to serve as a spokesperson to the Media. Coaches who receive written authorization from the Company to interact with the Media shall also work with the Company to ensure that **OPTAVIA**'s products, programs and services are accurately presented to the Media. See the **OPTAVIA** Procedures for Details on Interaction with the Media.

5.6 PROHIBITED ADVERTISING PRACTICES & TOOLS.

In order to protect the image of the Company as well as our field of Coaches, certain advertising practices are strictly prohibited:

- a. ***Print Media.*** Except as allowed by these Policies, Coaches are prohibited from advertising their businesses or from using the Company name or any other Company trademark in print media, this includes, but is not limited to:

- i. National magazines, such as People or Rolling Stone;
 - ii. National/regional magazines, such as Baltimore Magazine or New York Magazine;
 - iii. National newspapers, such as USA Today or The New York Times;
 - iv. Direct Selling publications;
 - v. Outdoor commercial advertising, such as transit ads, billboards, banners on brick and mortar buildings, etc.;
 - vi. Catalogs or catalog listing services.
- b. **Radio, Podcasts and Television.** Coaches are prohibited from advertising on national or regional radio, podcasts and television. Coaches are permitted to advertise on local radio to promote local **OPTAVIA** Coach events, however, Coaches must receive written approval concerning the advertisement and the proposed local radio station (via an Advertising Request Form). The Company may decline to provide permission to the Coach at its sole and absolute discretion. With the exception of Company-approved (in writing) PR opportunities, such as Coach interviews on local news programs, Coaches may not advertise **OPTAVIA** products, programs or services on television.
- c. **Websites.** Coaches may not publish, create, or maintain any website or web page (including mobile application), other than their replicated **OPTAVIA** website, in connection with their business.
- d. **Domain Names, URLs, Keywords, and Meta Tags.** Coaches may not use, purchase, or register any domain names, URLs, keywords, or meta tags that includes, in whole or in part, the Company name or any of the Company's trademarks, service marks, or product names, or any derivative thereof. To the extent that Coaches violate this Policy, they hereby acknowledge and agree that they will, upon Company request, immediately discontinue use and/or transfer to the Company (or its designee), at the Coaches' expense, any such materials. Without limitation, a Coach may not:
- i. Create, operate, or maintain any website or web page with the words **OPTAVIA**, Medifast, or any other Company trademark or acronym or derivative of a trademark, in whole or in part, in all or part of the URL (please see partial list of **OPTAVIA** trademarks attached as Appendix J to these Policies);
 - ii. Purchase a keyword from a search engine or other online service that comprises or includes the words **OPTAVIA** or any other Company trademark, irrespective of whether the results of searches for that term include the Company;
 - iii. Create, operate or maintain a social media page, including, but not limited to any Client support page. Coach support page or Team Page, that with the words **OPTAVIA**, Medifast, or any other Company trademark or acronym or derivative of a trademark, in whole or in part, in all or part of the URL or the page name. Coaches ARE permitted to indicate that their page is operated by an independent **OPTAVIA** Coach, along with the Coach's name, e.g., "Client Support Page for [Coach Name], independent **OPTAVIA** Coach."
- e. **Email Addresses.** Coaches may not Create an e-mail address that includes, in whole or in part, the Company name or any of the Company's trademarks, service marks, or product names, or any derivative thereof.
- f. **Online Auctions, Markets and Outlets.** Coaches may not sell, auction, or attempt to sell Company products, programs, business tools, coupons/promotional codes, or the unique support services offered by a Coach on any online marketplace/storefront or auction sites (e.g., Amazon, eBay, etc.). Coaches are prohibited from using these sites to sell products or

solicit/generate leads. Selling Company products, programs, or services online will subject the Coach to potential disciplinary action, up to and including termination.

- g. ***Unsolicited Communications.*** Coaches may not send, transmit, or otherwise communicate any spam or other unsolicited mail, e-mail, text, SMS, or other messages to any individual or group. Use of Company provided tools, such as the Back-Office, require that Coaches have a bona fide connection to their message recipients prior to sending correspondence of any kind. Coaches may not buy or use any third party generated e-mail or mailing address lists in conjunction with their **OPTAVIA** business. Coaches shall be solely liable to understand and comply with all laws limiting use of communication mediums, including without limitation the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule, CAN-SPAM, and the Junk Fax Act. These laws may require specific forms of consent, specific forms of opt-out, scrubbing against national and internal do not call lists and reassigned number databases, and other consumer protections.
- h. ***Blogs and Vlogs.*** Coaches cannot create or maintain independent blogs or vlogs (video blogs) that contain the Company name or company trademarks or that describe Company products or programs without written Company approval. Vlogs specifically include, but are not limited to, YouTube and Vimeo.
- i. ***Product Packaging.*** Coaches may not re-label, repackage, or modify the Company's products in any way in conjunction with any advertising, presentation, or other endeavor. A Coach may, however, provide products for sampling purposes.
- j. ***Similar Promotions or Incentives.*** While Coaches are permitted to run compliant incentives or promotions within their organization as a method to grow their respective businesses, Coaches are prohibited from running incentives, contests and or promotions within their organizations that are confusingly similar in nature to those that are promoted by **OPTAVIA**. Coaches should also ensure that any promotions or incentives that they may choose to run are in compliance with any applicable local, state or federal regulations. Please note that promotions or incentives are potentially subject to the laws of all 50 states and could be legally prohibited altogether or require registration and payment of fees. As a result, the Company strongly suggests that Coaches seek their own legal counsel to ensure the compliance of any planned promotions or other incentives.
- k. ***Company-Operated Social Media.*** The Company (defined as **OPTAVIA** LLC and its parent company, Medifast, Inc.), has its own independent social media presence. From time to time, the Company may use "organic posts" and "paid social media advertisements" to promote the Company and its offerings, including, but not limited to, its products and programs. In order to preserve the intended purpose of these posts and prevent disruption within the **OPTAVIA** Community, **OPTAVIA** Coaches may not directly or indirectly, themselves or through their Clients, attempt to solicit, or recruit potential Client or Coach candidates on any Company social media postings or advertisements. "Attempting to solicit or recruit" shall be broadly construed, and examples include, but are not limited to:
 - i. "Come join my team;"
 - ii. "I can help you lose weight and my services as a Coach are at no extra cost;"
 - iii. "My team and I have a great time together;"
 - iv. "Come join my Coach's team."
 - v. "My Coach is so great! You should use [Coach name]."
- l. ***Paid Social Media Advertising.*** The use of paid social media advertising, i.e., paying for social media advertisements to promote the **OPTAVIA** offering is not permitted unless the Coach is recognized as Global Director (or above) and the Coach has achieved a paid rank of Global

Director (or above) in the last twelve (12) rolling months. Please see Policy 5.7 c. for further details and restrictions on the use of Paid Social Media advertising.

5.7 PERMISSIBLE ADVERTISING PRACTICES & TOOLS.

While certain advertising practices are prohibited, Coaches may use a wide variety of resources to attract Clients and to acquire new Coaches. Please remember that Coaches may only use approved Business Support Materials when advertising their business.

- a. **Replicated OPTAVIA Website.** Coaches can advertise their business through their replicated **OPTAVIA** website.
- b. **Social Media.** Coaches may include a link on their social media sites (Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) to their replicated **OPTAVIA** website, and vice-versa. Coaches are responsible for the content of all material that they produce and all of their own postings on any social media site, as well as all postings on any social media site that they own, operate, or control. In addition to meeting all other requirements specified in these Policies, if a Coach uses any form of social media to advertise their business, including, but not limited to, Facebook, Twitter, LinkedIn, YouTube, Pinterest, or Instagram, the Coach agrees to each of the following:
 - i. No product sales or enrollments may take place directly or indirectly through any social media site;
 - ii. Coaches may not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
 - iii. Any social media site that is directly or indirectly operated or controlled by a Coach that is used to discuss or promote **OPTAVIA**'s products, programs, services, or the business opportunity, may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any Direct Selling company other than **OPTAVIA**;
 - iv. During the term of the Agreement and for twelve (12) calendar months after termination of the Agreement, a Coach may not use any social media site on which they discuss or promote, or have discussed or promoted, the **OPTAVIA** business or **OPTAVIA**'s products, programs or services to directly or indirectly solicit **OPTAVIA** Coaches for another Direct Selling Program of any kind. A current or former **OPTAVIA** Coach shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other **OPTAVIA** Coaches relating to the Coaches' other Direct Selling business activities. For the avoidance of doubt, during the term of the Agreement and for twelve (12) calendar months after the termination of the Agreement, Coaches may not solicit any **OPTAVIA** Coach or Client for another Direct Selling Program, including Coaches that are, or were in their personally sponsored downline. Violation of this provision shall constitute a violation of the Non-Solicitation provision of these Policies (which includes Section 3.7 above);
 - v. If a Coach creates a business profile page on any social media site that promotes or relates to **OPTAVIA**, its products, programs, services or opportunity, the business profile page must relate exclusively to the Coaches' **OPTAVIA** business and **OPTAVIA** products, programs and services (Pinterest and similar sites are exempt from this exclusivity Policy).

If the Coaches' **OPTAVIA** business is canceled for any reason or if the Coach becomes inactive, the Coach must deactivate the business profile page;

- vi. Some social media sites are so robust that they can serve as websites. As Coaches are not permitted to operate independent websites to advertise **OPTAVIA**, its products, programs, services or opportunity, **OPTAVIA** reserves the right to require that a Coach discontinue using a social media site that the Company in its sole discretion determines to be the equivalent of a website.
- vii. If a Coach uses a social media landing page tool that allows users to create a page with multiple links to other sites and web pages, to promote the **OPTAVIA** offering and/or host a link to a Health Assessment, the social media landing page tool must only contain information or links to the Coach's **OPTAVIA** business. Other non-**OPTAVIA** or 3rd party businesses may not be hosted on the same social media landing page tool.
- c. ***Paid Social Media Advertising.*** Coaches who are recognized as Global Director (or above) and have achieved a paid rank of Global Director (or above) in the last twelve (12) rolling months are permitted to engage in paid social media advertising so long as they are in compliance with the following:
 - i. The Coach must disclose they are an "independent **OPTAVIA** Coach" in the ad;
 - ii. The ad may not contain any unapproved product or program claims. Coaches may only make product or program claims that appear on **OPTAVIA.com**, Coach Answers or **OPTAVIA's** social media platforms;
 - iii. The ad may not contain any weight maintenance claims (e.g., "I've kept my weight off for [X] years, #50poundsgoneforgood, etc.);
 - iv. The ad may not contain any medication reduction or elimination claims (e.g., #offallmeds, no more insulin, etc.);
 - v. The ad may not include any health claims, **OPTAVIA** does not cure, treat or prevent any diseases (e.g., no longer diabetic, inflammation gone, no longer at risk for heart disease, etc.);
 - vi. If the ad includes a weight loss testimonial or before and after photo, it must include a clear and conspicuous weight loss disclaimer and be in compliance with Policy 5.12 Testimonials & Claims;
 - vii. The social media page and/or business account page names may not include any of our protected trademarks (i.e., **OPTAVIA**, Habits of Health®, Lifelong Transformation, One Healthy Habit at a Time®, etc.), see Addendum J for a Partial List of Trademarks; and
 - viii. The sharing of the **OPTAVIA** income opportunity or the making of any income or lifestyle claims is prohibited.
 - ix. Coaches who are qualified to participate in paid social media advertising are not required but are permitted to share proposed paid social media advertising to compliance for review by submitting a copy of the proposed ad via the [Advertising Request Form](#).
- d. ***Telephone Directories (Yellow and White Pages).*** Potential Clients seeking a Coach can look one up in the telephone directory. Coaches may list themselves in telephone books and other directories as their name, followed by "Independent **OPTAVIA** Coach" or "Independent Coach with **OPTAVIA**." Certified Coaches may identify themselves as such in telephone directories (as an "Independent Certified **OPTAVIA** Coach"). This rule also applies to local online directories or listings, including websites like www.patch.com and www.yellowpages.com. **OPTAVIA** Coach telephone directory listings must be approved by the Company.
- e. ***Community Newspapers and Local Classified Publications.*** Publications such as PennySaver, local newspapers, and community bulletins are widely read by the people in the community.

Coaches may advertise in these publications, so long as the advertisement is approved by the Company.

- f. **Online Classifieds.** Many local newspapers and weekly publications are also available online. Coaches may wish to advertise their business through local online classified advertisements (including on Craigslist) to promote the Coach's **OPTAVIA** business and to locate potential new Coaches. However, Coaches are not permitted to use online classifieds for product sales; postings related to sales of products are strictly prohibited. Online classified advertisements must be approved by the Company.
- g. **Supermarket Bulletin Boards.** Most local grocery stores have a bulletin board where local residents fill out cards advertising goods and services; Coaches may place Company approved business cards on such bulletin boards.
- h. **Welcome to the Neighborhood.** When people move into a new neighborhood, they are on the lookout for new ways to buy familiar goods and services. Many communities offer gift baskets featuring special deals for new residents. Coaches may place approved Business Support Materials or Company approved business cards in the welcome package.
- i. **Customized E-mail Signature.** Turn an e-mail signature into a mini-ad. It's a free, easy way to promote your **OPTAVIA** business. Keep it brief, but include what you think is important. In order to remain consistent with brand guidelines, be sure to hold yourself out as an "Independent **OPTAVIA** Coach" or "Independent Coach with **OPTAVIA**." Certified **OPTAVIA** Coaches can list themselves as an "Independent Certified **OPTAVIA** Coach" in an e-mail signature.

See the **OPTAVIA** Procedures for Details on Submitting Permitted Advertising Materials and Tools to the Company for Approval.

5.8 E-MAIL MESSAGES.

Coaches must comply with all laws regarding the sending of e-mail messages, including the CAN-SPAM Act, and it is a duty of the Coach to become and remain informed about the requirements of these laws. Coaches are prohibited from sending unsolicited e-mails regarding their replicated website or business to individuals who have not specifically requested information regarding the **OPTAVIA** business opportunity, products, programs or services. In the event an individual who has formerly agreed to receive e-mail information later requests that the Coach cease sending the individual any e-mail, the Coach must honor this request immediately and remove that individual from the Coach's e-mail distribution list.

5.9 COMPANY TRADEMARKS & COPYRIGHTS.

The name "**OPTAVIA**" and other names as may be adopted by the Company from time to time are proprietary trade names, trademarks and service marks of **OPTAVIA** (as partially outlined in Appendix J). The Company's trademarks and copyrights are valuable assets and, therefore, the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or to our independent field sales force. Coaches may not use the Company's trademarks, trade names, copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company's trademarks or copyrights in any Business Support Materials or other medium. While the Company grants Coaches a limited license to use its trademarks and trade names in promotional media, that license exists only for so long as the Independent **OPTAVIA** Coach Agreement is in effect. Upon cancellation of a Coach's Agreement for any reason, the Coach's license shall expire and the Coach must immediately discontinue all use of the Company's trademarks and trade names. Violation of any of the Policies pertaining to Company Trademarks and Copyrights may subject the Coach to disciplinary action, up to and including termination.

- a. **Use of Company Trademarks.** Under no circumstances may a Coach use any of **OPTAVIA**'s trade names, trademarks, service marks or logos in any e-mail address, Business Entity name,

website domain name, social media name or handle (or social media profile picture), address or phone number. In addition, Coaches are not permitted to use or apply the Company's trade names, trademarks, service marks or logos on any tangible items, including, but not limited to: customized license plates, apparel, products, tools or other materials, unless otherwise allowed in these Policies or as authorized by the Company in writing.

- b. ***Live and Recorded Events.*** **OPTAVIA** commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events, Company executives or employees, Coaches, and guests may appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Coaches may not record any Company events or functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium (Company events or functions include: "**OPTAVIA** Convention," "Sundance," "Healthy Habits for All®," etc.).
- c. ***Company Produced Business Support Materials.*** Company-produced Business Support Materials, videos, audio, podcasts, and printed material are copyrighted materials. While some of these materials may be available to Coaches in their Back-Offices for download, Coaches shall not copy, sell or license any such materials without the Company's prior written approval.

5.10 REPLICATED WEBSITES.

Upon enrollment, Coaches receive a replicated **OPTAVIA** website from which they can generate sales and enrollments of other Coaches. Replicated **OPTAVIA** websites are the only websites that Coaches are authorized to use in connection with their **OPTAVIA** business.

5.11 RETAIL OUTLETS.

Coaches may not sell **OPTAVIA** products in any retail, wholesale, warehouse, trade show or discount establishment (collectively "Retail Outlet"). This includes accepting orders, and/or accepting any form of payment for products and/or exchanging or transferring products to a buyer in a Retail Outlet.

5.12 TESTIMONIALS & CLAIMS.

- a. ***Weight-Loss Testimonials.*** If a Coach makes a weight-loss testimonial (including any statements or representations about weight-loss efficacy or statements disclosing or implying the amount of weight that any person has lost) in connection with **OPTAVIA**'s products and programs, the Coach must adhere to each of the following:
 - i. The Coach making the testimonial must clearly and conspicuously disclose that he/she is an independent **OPTAVIA** Coach;
 - ii. The testimonial must be true and accurate, and must disclose all additional material information that impacted their weight-loss (e.g., changes in lifestyle or exercise habits, use of diet pills, use of GLP-1 medications, etc.);
 - iii. The testimonial must clearly and conspicuously include the most recent **OPTAVIA** disclaimers which are included in official **OPTAVIA** literature or posted on **OPTAVIA**'s official website and which may change or be updated from time to time. It is the Coach's obligation to be familiar with the latest **OPTAVIA** disclaimers.
- b. ***Weight-Loss Statements/Testimonials Disclaimers.*** Weight-loss statements/testimonials must include one of the following disclaimers, depending on whether (a) only total weight-loss is noted in the statement or (b) total weight-loss and a time duration is mentioned, for example:
 - i. "Average weight-loss for Clients on the Optimal Weight 5&1 Plan® is 12 pounds." Use this version for weight-loss statements where only total weight-loss is noted without any time duration mentioned, e.g., - "Susan lost 50 pounds;"
 - ii. "Average weight-loss for Clients on the Optimal Weight 5&1 Plan® is 12 pounds. Clients are in weight-loss, on average, for 12 weeks." Use this version for weight-loss statements

where both total weight-loss and a time duration is mentioned, e.g., - "Susan lost 50 pounds in 4 months."

1. For additional information on weight-loss disclaimers and claims, please see COACHANSWERS.OPTAVIA.com.

c. ***Prohibited Health Claims.*** It is important to ensure that when you are advertising your business, any health claims are truthful, non-misleading and substantiated. There are a few conditions which improve for almost everyone when they lose weight. We, as a Company, are confident that we have enough scientific support to talk about these conditions, solely when talking about weight-loss. Just eating our Fuelings is not enough. Clients must follow the program and actually lose the weight. For example, with respect to weight-loss, it is typical that people see improvements in the following conditions:

- i. High blood pressure;
- ii. High cholesterol/high triglycerides; and
- iii. Type 2 diabetes.

At this time, we do not have the scientific support to advertise improvement of any other health-related condition. When discussing improvements of any of these 3 conditions, you must indicate that the improvement was due to weight-loss (e.g., "Thanks to losing weight, my type 2 diabetes has improved"). **OPTAVIA** and the Optimal Weight 5 & 1 Plan do not cure, prevent, diagnose, or treat any disease; Coaches may not make claims that **OPTAVIA's** products and programs can or may help to prevent, cure, and/or mitigate any illness or disease. This prohibition against curative claims includes, but is not limited to, testimonials about **OPTAVIA's** products and programs that are not contained in official **OPTAVIA** literature or posted on **OPTAVIA's** official website. **OPTAVIA** and its products and programs are not medical treatment or care and cannot and must not be conveyed as such. The following is a non-exclusive list of prohibited health claims:

- i. Medication Elimination (example of non-compliant statement; please do not use - "Thanks to **OPTAVIA**, I'm off all blood pressure medication.");
 1. While you may note that your medication was lowered or reduced DUE TO Weight-loss, not **OPTAVIA**, you may not discuss medication being lowered or reduced unless it was for one of the 3 conditions noted above - High Blood Pressure, High Cholesterol or Type 2 Diabetes.
- ii. Specific Weight Maintenance (example of non-compliant statement; please do not use - "I have maintained my weight-loss for five years.")
 1. While you may note that you are maintaining your weight, you are not permitted to include specific time spans when referring to maintaining your weight-loss.
- iii. Specific Improvements with High Blood Pressure, High Cholesterol or Diabetes or any other disease or condition (example of non-compliant statements; please do not use - "My blood pressure has dropped to 120/80," "My cholesterol has dropped below 200," or "My A1C levels are below 5 percent").
 1. Again, while you may note that you have general improvements in the aforementioned 3 conditions, DUE TO Weight-loss, you are not permitted to discuss specific improvements with respect to these 3 conditions.

Again, as mentioned above, these are only a few of the prohibited health claims that Coaches are not permitted to make or discuss when advertising their **OPTAVIA** Coach business.

d. ***Representing the Income Opportunity.*** When presenting or discussing the **OPTAVIA** Integrated Compensation Plan or income opportunity, Coaches must include a proper income disclaimer (examples below) making clear to prospects that financial success in **OPTAVIA** is

not guaranteed; that success requires, at a minimum, commitment, effort, and skill; and that success levels above small supplemental income are rare. When presenting or discussing the **OPTAVIA** opportunity or Integrated Compensation Plan or business opportunity to a prospective Coach, Coaches must provide the prospective Coach with a copy of **OPTAVIA**'s then-current Income Disclosure Statement ("IDS") to demonstrate the range of success that Coaches had in the past year. Coaches may not make any exaggerated income claim nor any claim that is false or deceptive. Moreover, Coaches must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- i. The system will do the work for you;
- ii. Just get in and your downline will build through spillover;
- iii. Just join and I'll build your downline for you;
- iv. The company does all the work for you;
- v. You don't have to sell anything;
- vi. All you have to do is buy your products every month.

It is important that Coaches do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Coach without commitment, effort, and skill or that suggests they are guaranteed success even with commitment, effort, and skill.

- e. ***Income Disclosure Statement.*** The Company has developed the Income Disclosure Statement ("IDS") to convey truthful, timely, and comprehensive information regarding the income that **OPTAVIA** Coaches have earned (IDS is attached as Appendix F to these Policies). The IDS is not a projection of what may be earned in the future; it is a report of what Coaches have earned in the past and must be conveyed as such. A copy of the IDS must be made available to any prospective Coach any time the Integrated Compensation Plan or earning opportunity is presented or discussed or any type of income claim or earnings representation is made.
- f. ***Income Claims and/or Earnings Representations.*** Income claims and earnings representations (collectively, "income claims") are:
 - i. Any statement indicating a specific amount has been, may be, or will be earned;
 - ii. Any statement making a financial projection;
 - iii. Any statement providing possible ranges within which income can be earned;
 - iv. Statements of earnings ranges;
 - v. Income testimonials;
 - vi. Lifestyle claims (see below for examples); and
 - vii. Hypothetical claims.
- g. ***Lifestyle Claims.*** A "lifestyle claim" is a form of income claim. It typically includes discussion or pictures of large homes, vacation homes, boats, luxury cars, exotic vacations, expensive jewelry or other items suggesting or implying wealth. A photo of any of these things standing alone is a lifestyle claim. References to the achievement of one's dreams or having everything one always wanted are also lifestyle claims. Claims such as "My **OPTAVIA** income exceeded my salary after six months in the business," or "Our **OPTAVIA** business has allowed my wife to come home and be a full-time mom," or "I'm now able to send my kids to private school," or "Time freedom" are examples of lifestyle claims.
- h. ***Income Disclaimers.*** When discussing the **OPTAVIA** business opportunity or making any references to income or lifestyle claims, Coaches must disclaim these representations with a proper income disclaimer. An income disclaimer must: (1) be truthful and disclose

when the representation is about above-average or exceptional performance (the more atypical the represented success, the more thorough the disclaimer should be); (2) be clear and conspicuous (i.e., use straightforward, simple language and a similar size and font for both the income claim and the income disclaimer); and (3) be provided at the time of the representation and must be visible (when in writing). The Company has developed the following income disclaimers that should be used by Coaches when sharing their success with **OPTAVIA**:

- i. Typical Income Disclaimer - When sharing personal stories of typical or average success with **OPTAVIA**, such as providing the opportunity to help with paying for soccer camp, groceries, or help with a car payment, etc., the following disclaimer should be referenced:
 1. “**OPTAVIA** makes no guarantee of financial success. Success with **OPTAVIA** results from successful sales efforts, which require hard work, diligence, skill, persistence, competence, and leadership. Please see the **OPTAVIA** Income Disclosure Statement (<https://bit.ly/idsOPTAVIA>) for statistics on actual earnings of Coaches.”
- ii. Atypical Income Disclaimer - When sharing personal stories of atypical success with **OPTAVIA**, such as providing the opportunity to take a European vacation, pay off a mortgage, invest in a vacation home, etc., the following disclaimer should be referenced:
 1. “This income testimonial is not representative of the average earnings that Coaches achieve with **OPTAVIA**; only a very small number of Coaches will achieve income that is within the range of this testimonial. **OPTAVIA** makes no guarantee of financial success. Success with **OPTAVIA** results only from successful sales efforts, which require hard work, diligence, skill, persistence, competence, and leadership. Please see the **OPTAVIA** Income Disclosure Statement (<https://bit.ly/idsOPTAVIA>) for statistics on actual earnings of Coaches.”
- iii. If sharing your success verbally, please make sure to give the appropriate verbal disclaimers regarding your success. For example:
 1. “This is my personal story. Clearly, I have been fortunate to have success as a Coach with **OPTAVIA**, but there is no guarantee of financial success and very few Coaches achieve the results that I did. Success with **OPTAVIA** results from successful sales efforts, which require hard work, diligence, skill, persistence, competence, and leadership. Take a look at **OPTAVIA**’s Income Disclosure Statement [which I will provide for you/which is on the sheet you received/is available at the website on the screen] for statistics on actual earnings of Coaches.” OR
 2. “What I’ve been discussing is my story. I’ve worked hard and been fortunate to be successful as a Coach with **OPTAVIA**. But, there are no guarantees of financial success with **OPTAVIA**. In fact, only a small number of Coaches achieve the results that I did. What it took for me to be successful in my sales efforts with **OPTAVIA** was hard work, diligence, skill, persistence, competence, and leadership. Take a look at **OPTAVIA**’s Income Disclosure Statement [which I will provide for you/which is on the sheet you received/is available at the website on the screen] for statistics on actual earnings of Coaches.”
- i. **Meetings.** In any meeting that is open to the public in which the Integrated Compensation Plan is discussed or any type of income claims are made, there must be a 3-foot x 5-foot or larger copy of the current IDS on display in the front of the room in reasonable proximity to the presenter(s). Alternatively, a Coach may provide all attendees with a copy of the current IDS. In any meeting in which any type of video display is used (e.g., monitor, television, projector, etc.), a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Integrated Compensation Plan or the making of an income or lifestyle claim. Alternatively, a Coach may provide all attendees with a hard copy of the current Income Disclosure Statement on a page that is at least 8”x10.” Provision of the IDS as required here does NOT serve as an

income disclaimer, and you must still use the appropriate income disclaimers if there are references to income or lifestyle claims are made/displayed at a meeting.

5.13 HOLDING EVENTS & MEETINGS.

- a. **Field-Run Events.** Coaches are encouraged to get together with other Coaches for training, motivational, or business development purposes; these are deemed Meetings or Trainings for purposes of these Policies. Meetings and Trainings can be held between Coaches in the same organization or coaches in other lines of sponsorship. The Company does not need to be notified of their occurrence. Even when all attendees are Coaches, proper income disclaimers should be used if there are references to income or lifestyle claims are made/displayed.
- b. **Client or Coach Acquisition Events.** Coaches may also wish to hold Client acquisition or business opportunity events that are advertised, promoted, or open to the public. These gatherings are deemed "Events." For Coach acquisition Events, **OPTAVIA** Coaches must abide by the following requirements:
 - i. Income Disclosure Policies must be adhered to;
 - ii. Only approved Business Support Materials (developed or approved by the Company) may be used at any Event;
 - iii. All other Policies herein must be adhered to when holding an Event, failure to do so is grounds for disciplinary action.
 1. While the Company does not need to be notified of the occurrence of Events, should a Coach have any doubt concerning whether or not he/she may be in compliance with all relevant **OPTAVIA** Policies when holding an Event, the Coach should contact the **OPTAVIA** Compliance Department.

5.14 TRADE SHOWS, FAIRS, & EXPOS.

- a. **Promoting a Coach Business at Professional Events.** We encourage Coaches to attend trade shows, fairs, and expositions to promote their businesses, when they are ready. However, Coaches must refrain from attending events that do not reflect well on the scientific and clinical heritage of the Company, its products and programs, or that could negatively reflect on the image of the Company.
- b. **Qualification.** Only Certified Coaches who are qualified at the rank of Executive Director or above may attend and promote **OPTAVIA** at trade shows and professional expositions. Other Coaches not yet qualifying at the rank of Executive Director may participate in a trade show only under the guidance of a Certified Executive Director personally present at the event.
- c. **Turning Event Contacts into Active Clients.** If a future Client wishes to place an order at the exposition, he/she can place the order through Client Services or place the order online via the Coach's replicated website.
- d. **Company Presence at Events.** Members of the **OPTAVIA** corporate team often attend and participate in events, which emphasizes the importance of speaking with one voice from a brand perspective to uniformly promote our products and programs. Therefore, Coaches may not participate in events where there is a corporate presence, unless prior written approval is given by the Company. It is solely the Coach's responsibility to comply with this Policy.
- e. **Field Presence at Events.** **OPTAVIA** is not responsible for managing the event schedule within the field and will not mediate disputes with event vendors or among members of the field.
- f. **Registering for Events.** Coaches should inquire with the event organizer prior to registration to determine if the Company will be attending the event. In cases where the Company will be present, Coaches should contact the Company before registration. The Company is not responsible for event registration fees and event costs associated with Coaches registering

for events they cannot attend. Coaches may not register themselves as "**OPTAVIA**," Coaches may only register as: "<Coach Name>, Independent **OPTAVIA** Coach" or "<Coach Name>, Independent Coach with **OPTAVIA**," or Certified **OPTAVIA** Coaches can register themselves as "<Coach Name>, Independent Certified Coach with **OPTAVIA**."

- g. **Insurance.** As previously mentioned in these Policies (Policy 3.4), **OPTAVIA** does not provide liability or other insurance coverage, which is sometimes required to participate in such events. Such coverage, if necessary, is the sole responsibility of the Coach.
- h. **Approval.** **OPTAVIA** further reserves the right to refuse authorization for participation in any function that it does not deem to be a suitable forum for the promotion of its products, programs, services, or the **OPTAVIA** business opportunity.

APPENDIX A - OPTAVIA COACHING GUIDELINES

As an independent **OPTAVIA** Coach, you have the privilege of supporting Clients along their journeys to optimal health. Your interactions with Clients and Candidates, (including all written and verbal, remote/virtual, and in-person communications) are driven by certain guidelines, outlined in this document. As you ask curious questions and learn more about each individual, it's important to understand your role as their Coach.

OPTAVIA Coaches Can:

- Provide guidance and encouragement related to **OPTAVIA** Program meal plans, product choices, exercise, and general direction to Clients for lifelong transformation.
- Provide one-on-one support to Clients as it pertains to the Habits of Health® Transformational System.
- Engage and encourage Client participation in the **OPTAVIA** Community, which includes support activities (i.e. calls, webinars, events, etc.).
- Inform Nutrition Support of adverse reactions to the Program and/or products (e.g. if a Client is hospitalized etc.)

OPTAVIA Coaches Should Encourage Clients to Seek Professional Support For:

- Specific medication adjustment recommendations.
- Specific medical recommendations.
- Specific exercise program prescriptions.
- Specific behavioral counseling related to psychological/psychiatric issues, including but not limited to: anorexia, bulimia, binge eating disorder, depression, anxiety, marital problems, emotional issues (e.g. trauma, grief, and hopelessness), etc.
- Providing medical nutrition therapy as defined by the Academy of Nutrition and Dietetics:
 - » Medical nutrition therapy (MNT) is an evidence-based application of the Nutrition Care Process. The provision of MNT (to a patient/client) may include one or more of the following: nutrition assessment/re-assessment, nutrition diagnosis, nutrition intervention and nutrition monitoring and evaluation that typically results in the prevention, delay or management of diseases and/or conditions. (Scope of Practice subcommittee, 2012)

*Please note: An **OPTAVIA** Coach's guidance and support do not in any way constitute medical advice or substitute for medical treatment.*

OPTAVIA Coaches have many foundational resources to help support Clients and Candidates on their optimal health journey. However, **OPTAVIA** Coaches must strive to observe the following limits to their coaching.

Limits to Coaching

Here are some things to be aware of:

- Nutrition-related conditions and/or diagnoses that require referrals or consultation with a Registered Dietitian Nutritionist, include but may not be limited to:
 - » heart disease,
 - » diabetes,
 - » cancer,
 - » liver disease,
 - » kidney disease,
 - » anorexia,
 - » bulimia,
 - » gastrointestinal diseases,
 - » food allergies,
 - » hypertension, etc.
- Exercise prescriptions and individualized assessment for exercise programs require referral to a certified personal trainer.
- Medical conditions and/or diagnoses that require referral to or consultation with a healthcare provider, include but may not be limited to:
 - » heart disease,
 - » diabetes,
 - » cancer
 - » kidney disease,
 - » anorexia,
 - » bulimia,
 - » gastrointestinal diseases,
 - » food allergies,
 - » hypertension,
 - » pain/discomfort in chest,
 - » dizziness or loss of consciousness, etc.
- Psychological/psychiatric conditions and/or diagnoses that require referral to or consultation with a psychological/psychiatric specialist, include but may not be limited to:
 - » anorexia,
 - » bulimia,
 - » binge eating disorder,
 - » disordered eating,
 - » depression,
 - » anxiety,
 - » marital/relationship problems, etc.

Clients and Candidates must be referred to their healthcare provider when questions or requests fall within the conditions listed above.

The following Medical Disclaimer is helpful in providing additional guidelines regarding a Client's use of the **OPTAVIA** Program.

Medical Disclaimer

The Company ("We") recommends that you consult your healthcare provider prior to starting any weight loss program, and during the course of your weight loss program. Do NOT use any **OPTAVIA** Program, Plans, Products or Kits if you are pregnant or under the age of 13.

Before starting a weight loss program, talk with your healthcare provider about the **OPTAVIA** Program, Plans, Products, and Kits as appropriate, and about any dietary supplements or medications you are using, especially Coumadin (Warfarin), lithium, diuretics, or medications for weight loss, diabetes, high blood pressure or thyroid conditions. Do not utilize any **OPTAVIA** Program, Plans, Products or Kits until you are cleared by your healthcare provider if you have or have had a serious illness (e.g. cardiovascular disease including heart attack, diabetes, cancer, thyroid disease, liver, or kidney disease, eating disorders such as anorexia or bulimia), or any other condition requiring medical care or that may be affected by weight loss.

The **OPTAVIA** for Teens Plan is the only **OPTAVIA** Plan appropriate for teens (13 to 17 years of age). The Optimal Weight 5 & 1 Plan® is NOT appropriate for teens, sedentary older adults (65 years and older), nursing mothers, people with gout, individuals with Type 1 diabetes, and those who exercise more than 45 minutes per day or participate in high intensity activity - if you fall into one of these categories, please consult your healthcare provider, refer to [OPTAVIA.com](https://www.optavia.com) and talk with your independent **OPTAVIA** Coach about other **OPTAVIA** Plans that may be appropriate. For special medical or dietary needs, including food allergies or decreased appetite with weight loss medications, refer to our program information online, consult your healthcare provider and talk to your **OPTAVIA** Coach. Do not consume an **OPTAVIA** product if you are allergic to any of the product's ingredients, which are listed on the product packaging and on the **OPTAVIA** website.

We recommend drinking 64 ounces of water each day. Consult with your healthcare provider prior to changing the amount of water you drink as it can affect certain health conditions and medications.

Before taking any dietary supplement or changing your dietary intake, or starting a weight loss or exercise program, we recommend consulting with your healthcare provider first, especially prior to starting any **OPTAVIA** ACTIVE® Plans and Products. Clients should seek professional support for specific exercise program prescriptions. The Optimal Weight 5 & 1 ACTIVE Plan™ is not appropriate for those who exercise more than 45 minutes per day or participate in high intensity activity. **OPTAVIA** ACTIVE products are not recommended for individuals under 18 years of age.

NOTE: Rapid weight loss may cause gallstones or gallbladder disease, temporary hair thinning, or muscle loss in some people. While adjusting to the intake of a lower calorie level and dietary changes, some people may experience dizziness, lightheadedness, headache, fatigue, or gastrointestinal disturbances (such as abdominal pain, bloating, gas, constipation, diarrhea, or nausea). Consult your healthcare provider for further guidance on these or any other health concerns. Seek immediate medical attention if you experience muscle cramps, tingling, numbness, confusion, or rapid/irregular heartbeat as these may be a sign of a more serious health condition.

For avoidance of doubt, the **OPTAVIA** Program, Plans, Products and Kits are not labeled, advertised, or promoted for any specific medicinal purpose, i.e. treatment or prevention, implied or otherwise, of any disease or disorder, including its related conditions.

The **OPTAVIA** Programs, Plans, Products and Kits, and any of its materials and/or information do not in any way constitute medical advice or substitute for medical treatment. Prescriptions must be provided by a licensed healthcare professional. **OPTAVIA** does not prescribe or dispense medications.

As individuals may have different responses to dietary products or changes in diet, consult with your healthcare provider regarding any medical concerns.

For further information regarding this Medical Disclaimer, contact the **OPTAVIA** Nutrition Support Team, available Monday through Friday 8:00 a.m. - 5:00 p.m. EST at 1.888.**OPTAVIA** (1.888.678.2842) or via text at 206.828.1605. You can also email at NutritionSupport@OPTAVIA.com.

APPENDIX B - Coach Code of Ethics

As an Independent OPTAVIA Coach, I agree to conduct my business according to the following principles:

I will conduct myself in such a manner as to reflect only the highest standards of integrity and responsibility, and will always attempt to serve others as I would have them serve me.

I will utilize strategies and practices that will reflect positively on myself and on **OPTAVIA** and, in all situations, strive to uphold the good name of the Company and pledge to be loyal by serving not only the letter but also the spirit and intent of its Policies and Procedures.

I will respect and honor the needs of my Clients at all times and I will accept and carry out the responsibilities of an **OPTAVIA** Coach by treating my Clients with sensitivity and confidentiality while striving to provide them with the best care, support, and training that I can deliver.

I will maintain a professional relationship and attitude towards my Clients, my fellow Coaches and to the competitors of **OPTAVIA** and, if I find in a dispute or divergent position with any person, I will conduct myself appropriately and attempt to settle the situation in a manner that is fair to all parties.

I will present **OPTAVIA**'s business opportunity to prospective Independent **OPTAVIA** Coaches in a realistic and honest manner and will only make such representations as are sanctioned in Official **OPTAVIA** literature. I will represent the Company's Compensation Plan completely and without exaggeration to all potential Independent **OPTAVIA** Coaches.

I will become familiar with and abide by all laws that may govern my independent business.

I will honestly abide by this Code of Ethics, and comply with all rules, regulations, Policies and Procedures, and those that may later be announced and published in Official Company publications.

APPENDIX C

Guidance on Handling Payment Card Information for Independent **OPTAVIA** Coaches

PURPOSE

Payment card information (which we sometimes call “Card Information”), including credit or debit card numbers, expiration dates, security codes, cardholder names, and other information collected when a person uses their credit or debit card, is sensitive information, and **OPTAVIA** is committed to protecting the information of all members of the **OPTAVIA** Community, including our Coaches and Clients.

We want to make sure you have the guidance you need to continue to appropriately protect sensitive information, so we have put together some guidance on how you as our independent **OPTAVIA** Coaches can help take the lead in safeguarding the Card Information of your Clients. However, ultimately you are solely responsible for understanding and complying with all applicable requirements.

YOUR RESPONSIBILITIES AS COACHES

You can help us by:

- Limiting your access to and storage of Card Information;
- Following the guidance on Card Information below; and
- Letting us know immediately if you know or suspect that someone has seen Card Information when they shouldn't have. You can contact us here: compliance@OPTAVIA.com.

HOW TO HANDLE CARD INFORMATION

Assisting Clients with Account Creation and Order Placement

A Client may, at times, seek your help in creating an account or placing an order. During this process, the Client may trust you with their Card Information.

- You can help Clients to place orders, but also help them develop the skills to place orders without your help.
- If a Client gives you their payment card information to complete an order, you should only use it to help them place the exact order they requested – no more and no less!
 - Do not opt the Client in to our autoship program (**OPTAVIA** Premier) without asking them if that is what they want and letting them know the recurring charge amount.
 - The Client may be presented with exclusive offers – products at a discounted price that are related to the items that they are purchasing – but do not assume that the Client would like to take advantage of these offers. These products should only be added to the Client's order if they understand what they are ordering and the additional cost.
- Confirm with the Client what they would like to order before assisting them with any phone orders. As a reminder, telephone orders are placed by calling 1.888.678.2842.
- Never use a Client's payment card for any purpose besides helping Clients who request your assistance to create an account or your assistance to place an **OPTAVIA** order.

KEEPING CARD INFORMATION CONFIDENTIAL

- Never share a Client's Card Information with anyone other than the Client or an **OPTAVIA** Client or Coach Support representative while assisting a Client in placing an order.
- Do not record Card Information even temporarily unless you can do so securely – either keeping it on your person or under lock and key.

- Keep your Clients' account user names and passwords confidential. Just like you would do with your own passwords, make sure you don't share their login information with anyone else.
- Always log out of a Client's account when you're finished using it for the purpose requested by the Client (including when you are away from your computer or phone).

KEEPING CARD INFORMATION SAFE

- If a Client gives you their Card Information to complete an order, place the order as soon as possible. It is best not to write down or store their Card Information on your phone or computer, even temporarily.
- If you need to contact a Client about their Card Information, make sure you speak to them directly either in person or over the phone. Don't text, email, or leave a voicemail.
- Coaches have a responsibility to keep personal information safe. Never email, text, or fax Card Information to anyone, including an **OPTAVIA** Client or Coach Support representative. We will provide secure methods for sending any required information in an encrypted communication.
- Be mindful of who's around you—if there are other people in the room, you should wait before repeating Card Information out loud over the phone. If you're placing an order online, make sure nobody else can see your screen.
- Never use speakerphone or another loud or widely audible form of communication when you're placing an order.
- Your Client's Card Information belongs to them. That's why it's important to communicate only with them, and not their friends or family, if you're discussing it.

WHEN YOU NO LONGER NEED A CLIENT'S CARD INFORMATION

- If you do happen to have a Client's Card Information in written form, please dispose of it as soon as you can.
- Make sure you dispose of any Card Information in your possession appropriately – throwing it in the trash or recycling bin it is not enough. You need to shred or destroy the information so that it's totally unreadable. If you're not sure how to dispose of Card Information, you can contact us here: compliance@OPTAVIA.com.
- Coaches should also never collect or keep Card Information in electronic form (like on a laptop, phone, or tablet.) However, if you somehow do have any Card Information in electronic form, you should make sure to delete it as soon as possible. Make sure it's completely deleted (for example, by emptying your "trash" on your computer). In addition, do not invite Clients to provide Card Information in electronic form (such as email or text message). If you're not sure how to dispose of Card Information that's stored electronically, you can contact us here: compliance@OPTAVIA.com.
- If you do have to destroy or delete your Clients' Card Information, consider keeping a record of the fact that you did that. For example, write down the date, time, how you disposed of the information, and what the information was. Remember not to write the Card Information in the log! Here's an example:
 - April 30, 2024, 4pm: Shredded Jane Smith's credit card number.
 - May 1, 2024, 11:15am: Deleted John Smith's debit card number off of the notes app on my phone.

BUILDING TRUST

Ultimately, you hold the responsibility for keeping any Clients' Card Information safe that you receive or hold temporarily at their request. If Card Information gets into the wrong hands, someone else might make fraudulent charges on their card or steal their identity. Trust is a huge part of how we build confidence in **OPTAVIA** and our Coaches, and you are on the front lines.

We might check in from time to time to make sure you're following this guidance or investigate if we get a complaint about your collection of Card Information. Keep in mind that it could harm the Company and your independent **OPTAVIA** Coach business if you fail to follow these Guidelines. If something happens because you did not follow these guidelines, and your Client's Card Information is compromised, you may be responsible for some of the consequences, fall out of good standing with the Company, or face disciplinary action with respect to your Coaching business.

LET'S BE IN TOUCH!

Our goal is to help our Coaches help their Clients. If there's anything in this guidance that you want more information about or if you have any questions about how to handle your Clients' Card Information, reach out! You can contact us here: compliance@OPTAVIA.com.

APPENDIX D

Guidance on Handling LifeMD Client Leads for Independent **OPTAVIA** Coaches

PURPOSE

OPTAVIA is thrilled for our Coach Community to begin coaching individuals that are receiving Medically Supported Weight Loss (MSWL) services from LifeMD, our telemed collaborator. In order to coach these individuals and properly coordinate services with LifeMD, Coaches must have completed **OPTAVIA**'s CLP-1 Lifestyle Program Education module. Once completed, when you receive a patient lead from LifeMD (LifeMD Client), in order to receive your LifeMD Support Bonus, it is required that these LifeMD Clients receive certain support from their dedicated Coach and we want to make sure you have the guidance you need to support these Clients and to ensure they have a great experience with **OPTAVIA**.

YOUR RESPONSIBILITIES AS COACHES

When assigned a LifeMD Client, please ensure that you:

- Provide coaching services that are of a quality that is consistent with the standards offered to your other Clients. Per our [Coaching Guidelines](#), you are expected to:
 - Provide guidance and encouragement related to **OPTAVIA** Program meal plans, product choices, exercise, and general direction to Clients for lifelong transformation.
 - Provide one-on-one support to Clients as it pertains to the Habits of Health[®] Transformational System.
 - Engage and encourage Client participation in the **OPTAVIA** Community, which includes support activities (i.e. calls, webinars, events, etc.).
 - Inform Nutrition Support of adverse reactions to the Program and/or products (e.g. if a Client is hospitalized, has a specific question about our meal plans or products, etc.).
- Provide coaching services through a communication channel that is mutually agreed upon by you and the LifeMD Client, and that meets privacy and security requirements under applicable state and federal laws and regulations.
- Per Policy 2.2, ensure that you are not engaging in any activity which may be construed or deemed to constitute the practice of medicine and/or the provision of healthcare services.
- Pursuant to any applicable LifeMD Policies and Procedures (please note that the Company will make available any LifeMD Policies and Procedures at a future time as they become available), appropriately documenting the coaching services provided to each Client. For instance, similar to how Coaches use a Client's Health Assessment to document their weight & health goals, plan information, kit purchased, check-ins, etc.
- Prepare such records and reports relating to all coaching services rendered to the Client, for potential inclusion in the records maintained by LifeMD. For instance, similar to how Coaches use a Client's Health Assessment to document their weight & health goals, plan information, kit purchased, check-ins, etc.
- Devote adequate and professional attention and time to the performance of your Coaching duties, including the following:
 - Respond to all Client communications within twenty-four (24) hours after such communication is sent by the Client;
 - Make available thirty (30) minutes of 1:1 coaching time with the Client per month; and
 - Make available thirty (30) minutes of group coaching and community education, to include the Client, per month.

- Handle LifeMD Clients' information in compliance with any applicable LifeMD Policies and Procedures (please note that the Company will make available any LifeMD Policies and Procedures as they become available) and state and federal healthcare laws pertaining to patient privacy and security. For instance:
 - Be aware that LifeMD will be asking LifeMD Clients to sign a "HIPAA Authorization" form. This HIPAA Authorization will help you comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as it will permit the exchange of information between LifeMD, Medifast, **OPTAVIA**, and you as the Coach. If you have reason to believe your Client has not signed this authorization with LifeMD, please have them reach out to LifeMD patient support.
 - Per Policies 3.8-3.9 and the Guidelines for Handling Personal Information for Independent **OPTAVIA** Coaches, you must maintain the confidentiality of Client information at all times. You should not release or disclose Client information to any third party without the Client's prior written consent.
 - Generally, Coaches will not be considered "Covered Entities" subject to HIPAA because they do not provide, and are in fact prohibited from providing, healthcare services, and because they do not engage in HIPAA Covered Transactions. However, HIPAA is still applicable to LifeMD Client protected health information ("PHI") and you are expected to comply with any applicable LifeMD Policies and Procedures. Furthermore, be advised that if you do engage in activities that are construed to be "healthcare" services, you will be in violation of your Coach Agreement and you may be deemed to be a Covered Entity that is directly subject to HIPAA and its requirements.
 - In addition to HIPAA, you may be subject to state and other federal privacy laws. Notwithstanding anything to the contrary in this Guidance, you are responsible for ensuring you act in compliance with applicable state and federal laws and regulations.

IMPORTANT REMINDERS

Our goal is to help our Coaches help their Clients. It's important to note that if this Guidance is not followed, LifeMD Clients will be assigned to another Coach for support and further work with LifeMD Clients may be restricted. In addition, failure to comply with these Guidelines can lead to disciplinary action and potential termination of your Coach Agreement. If there's anything in this guidance that you want more information about, you can contact us at compliance@OPTAVIA.com.

APPENDIX E

Guidance on Handling Personal Information for Independent **OPTAVIA** Coaches

PURPOSE

OPTAVIA is committed to upholding high standards of privacy, confidentiality, and data integrity. Coaches play an integral role in achieving these goals and to that end this Appendix E sets forth the binding terms and conditions under which Coaches will access, use, and manage personal information. Please read this Appendix carefully as Coaches are solely responsible for understanding and complying with all applicable requirements.

BACKGROUND

What is personal information?

- Although legal definitions vary, personal information is generally defined as information that identifies, relates to, or could reasonably be linked with an identified or identifiable individual or household. This is a broad definition that includes contact information (e.g., name, address, phone number, email), purchasing and order information (e.g., transaction records, order history, information about items purchased), and information about an individual's health (e.g., height, weight, physical characteristics, diet plans).

Data Protection Compliance Obligations.

- There are a variety of sector-specific laws and regulations, including several state laws, that govern the collection, use, and disclosure of personal information. These laws are known as data protection laws. As an independent **OPTAVIA** Coach, you should ensure that your collection and use of personal information of other Coaches, Clients and Coach and Client candidates is compliant with the data protection laws that apply to your business and seek legal advice if you are unsure of your responsibilities.

COACHES OBLIGATIONS WITH RESPECT TO PERSONAL INFORMATION

Confidentiality Obligations.

In addition to the confidentiality terms in Section 3.8 of the Agreement, Coaches are also required to adhere to the following confidentiality terms with respect to personal information belonging to current Clients, other Coaches, and prospective Clients and Coaches.

- Coaches are prohibited from downloading, exporting, removing, or otherwise transferring files, lists, or any other Client or Coach data containing personal information from the Back-Office or another **OPTAVIA** system, database, or repository except as expressly authorized in writing by **OPTAVIA**.
- Coaches are expressly prohibited from uploading, entering, or otherwise transferring any personal information, including but not limited to Client lists and prospective Coach lists, to any third-party systems, platforms, or services, without obtaining prior written consent from **OPTAVIA**. This includes, but is not limited to, Customer Relationship Management tools, marketing tools, marketing platforms, and other digital or cloud-based services not provided or approved by **OPTAVIA**. Notwithstanding the foregoing, Coaches are permitted to utilize third-party email and text-messaging platforms subject to the following restrictions:
 - Coaches are permitted to use third-party email platforms (e.g., Gmail, Outlook, etc.), for the purpose of communicating with Clients on an individual basis. Such communications must adhere to the principles of confidentiality and data protection as outlined in the Agreement including in this Appendix E and should only be conducted for legitimate purposes directly related to delivering coaching services or building and managing the Coach's independent **OPTAVIA**

business. Coaches must ensure that any use of third-party email platforms complies with our data protection policies and any applicable marketing communication and/or data protection laws.

- b. Coaches may use their personal devices to send text messages to Clients, provided that such communications are for individual interactions and are necessary for the delivery of coaching services and/or for legitimate purposes directly related to building and managing the Coach's independent **OPTAVIA** business. Text messaging should be limited to essential communications and must not involve the sharing of sensitive or extensive personal information of Clients. Coaches are expected to exercise discretion and maintain the confidentiality of all client information in accordance with the terms of the Agreement including this Appendix E. Coaches must ensure that any use of personal devices to send text messages complies with our data protection policies and any applicable marketing communication and/or data protection laws.

Data Protection Obligations.

In addition to the Data Protection and Privacy terms set out in Section 3.9 and Guidance on Handling Payment Card Information in Appendix C, and In recognition of the critical importance of protecting the privacy and security of personal information entrusted to both **OPTAVIA** and to Coaches by Clients, all Coaches are required to adhere to the Data Protection Obligations set out below. These obligations are designed to ensure that the collection, use, and disclosure of personal information are conducted with the utmost care, respect for privacy, and in compliance with applicable data protection laws and best practices. Coaches are solely responsible for familiarizing themselves with and complying with the following obligations.

- **Purpose limitation:** Coaches understand and agree that personal information belonging to a Client, prospective Client or Coach, may only be collected and used for legitimate purposes in the context of providing coaching services and/or directly related to building and managing the Coach's independent **OPTAVIA** business.
- **Data Minimization:** Coaches agree to only collect, access, use, or disclose the minimum amount of personal information necessary to effectively perform coaching services and/or to build and manage the Coach's independent **OPTAVIA** business.
- **Opt-outs and Data Subject Access Requests:**
 - a. Coach agrees to fully respect and honor any opt-out requests from Clients, or prospective Clients and Coaches as communicated by the Company.
 - For example, if a Client opts out of receiving marketing email messages, **OPTAVIA** will communicate to the Coach that a particular Client has exercised their right to opt-out. The Coach is then obligated to cease sending any further marketing communications to that Client. It is important to distinguish between marketing messages, which promote coaching services or other offers from **OPTAVIA**, and transactional messages, which are essential for the ongoing delivery of coaching services (e.g., scheduling sessions, providing session materials). Even if a Client has opted out of receiving marketing communications, the Coach is still permitted to send transactional emails necessary for the delivery of coaching services.
 - b. Individuals, including Clients, Coaches, and prospective Clients and Coaches may submit requests about the personal information the Company has collected about them ("Data Subject Access Request" or "DSAR"). In some cases, we may need to gather information from Coaches to assist in responding to the DSAR. Coach agrees to fully cooperate with Company's request for information in furtherance of responding to a DSAR. This includes promptly providing all requested information in the Coach's possession that is relevant to the DSAR, in accordance with the Company's instructions and timelines. The Coach's cooperation is crucial in ensuring that the Company can meet its legal obligations and respond to DSARs effectively and within the required timeframes, upholding the rights of Clients under applicable data protection laws.

- **Data Concerning Minors:** Company does not sell products for purchase by individuals under the age of 18, and we do not collect personal data from anyone we know to be under the age of 18. Coaches are expressly prohibited from collecting, using, or disclosing personal information pertaining to any individual under the age of 18 in connection with the provision of coaching services or building and managing the Coach's independent **OPTAVIA** business. Should the Coach inadvertently come into possession of such information, or if it is discovered that a Client, or prospective Coach or Client is under the age of 18, the Coach is required to immediately notify the Company. The Coach shall take all necessary steps, as directed by the Company, to ensure the prompt and secure deletion of the minor's personal information from all databases, records, and any other mediums in which it may be stored.
- **Compliance with Law:** The Coach acknowledges and agrees that, although the Company has established these guidelines to facilitate compliance with data protection principles and practices, the Coach is solely responsible for ensuring that their handling, processing, and management of personal information fully complies with all applicable data protection laws and regulations. It is the Coach's obligation to stay informed about and adhere to the relevant legal requirements pertaining to data protection in the jurisdictions in which they operate, including, but not limited to, obtaining necessary consents for the processing of personal data, respecting individuals' rights concerning their data, honoring requests to opt-out of receipt of certain communications, and implementing appropriate security measures to protect personal information against unauthorized access or breaches.
- **Data security and Data Breach:**
 - a. Coaches are required to implement and maintain reasonable and appropriate security measures to protect personal information against unauthorized access, use, disclosure, alteration, or destruction. These measures include, but are not limited to:
 - Strong passwords: utilizing complex, unique passwords for all accounts and services that involve access to personal information, and updating these passwords regularly.
 - Access controls: ensuring devices and accounts that have access to personal information are password protected and multi-factor authentication is used where appropriate.
 - Anti-malware protection: installing and maintaining up-to-date anti-virus and anti-malware software on all devices used to access or process personal information.
 - Regular system updates: keeping all software, including operating systems and applications, up to date with the latest security patches and updates.
 - b. Should a Coach become aware, or have reasonable grounds to suspect, that any personal information they hold has been compromised through unauthorized access, exposure, or loss—whether by accident or intentionally (referred to as a "Data Breach") the Coach is required to:
 - Immediately report the Data Breach to the Company as soon as possible, but in no event later than 24 hours after discovery here: compliance@OPTAVIA.com
 - The Coach agrees to fully cooperate with the Company's investigation, response, and mitigation efforts, including providing detailed information about the Data Breach and the steps taken to prevent future occurrences. Additionally, the Coach agrees to take any immediate remedial actions that may be recommended by the Company to secure any vulnerabilities that may have led to the Data Breach and prevent further unauthorized access or loss of information

Appendix F - **OPTAVIA** Income Disclosure Statement - English

OPTAVIA 2024 U.S. INCOME DISCLOSURE STATEMENT*

2024 ANNUAL INCOME RANGES OF ALL INDEPENDENT **OPTAVIA** COACHES

Range	% of Independent OPTAVIA Coaches	Average No. of Months in the business	Median No. of Months in the business
NO EARNINGS	25.36%	22	12
\$0.01 - \$100.00	10.28%	27	24
\$100.01 - \$250.00	11.08%	31	24
\$250.01 - \$500.00	10.92%	37	32
\$500.01 - \$1,000.00	12.26%	40	35
\$1,000.01 - \$2,500.00	12.38%	43	37
\$2,500.01 - \$5,000.00	6.08%	46	41
\$5,000.01 - \$7,500.00	2.68%	48	44
\$7,500.01 - \$10,000.00	1.59%	53	47
\$10,000.01 - \$15,000.00	1.74%	56	49
\$15,000.01 - \$20,000.00	1.11%	56	50
\$20,000.01 - \$30,000.00	1.50%	60	52
\$30,000.01 - \$50,000.00	1.65%	64	55
\$50,000.01 - \$100,000.00	0.94%	74	67
\$100,000.01 - \$200,000.00	0.27%	96	81
\$200,000.01+	0.16%	127	108

*Based on 2024 Annual Income Ranges of ALL Independent **OPTAVIA** Coaches operating in the U.S. under the U.S. Compensation Plan.

These figures are not guarantees or projections of expected earnings or profits, and the income levels represented do not include expenses independent **OPTAVIA** Coaches may have incurred in building their businesses. **OPTAVIA** makes no guarantee of financial success. Success with **OPTAVIA** results from successful sales efforts, which require hard work, diligence, skill, persistence, competence, and leadership.

Appendix F - **OPTAVIA** Income Disclosure Statement - Spanish

DECLARACIÓN DE DIVULGACIÓN DE INGRESOS DE EE. UU. DE OPTAVIA 2024.*

RANGOS DE INGRESOS ANUALES DE 2024 DE TODOS LOS COACHES INDEPENDIENTES DE **OPTAVIA**

Rango	% de Coaches Independientes de OPTAVIA	N.º Promedio de Meses en el Negocio	N.º Medio de Meses en el Negocio
SIN GANANCIAS	25.36%	22	12
\$0.01 - \$100.00	10.28%	27	24
\$100.01 - \$250.00	11.08%	31	24
\$250.01 - \$500.00	10.92%	37	32
\$500.01 - \$1,000.00	12.26%	40	35
\$1,000.01 - \$2,500.00	12.38%	43	37
\$2,500.01 - \$5,000.00	6.08%	46	41
\$5,000.01 - \$7,500.00	2.68%	48	44
\$7,500.01 - \$10,000.00	1.59%	53	47
\$10,000.01 - \$15,000.00	1.74%	56	49
\$15,000.01 - \$20,000.00	1.11%	56	50
\$20,000.01 - \$30,000.00	1.50%	60	52
\$30,000.01 - \$50,000.00	1.65%	64	55
\$50,000.01 - \$100,000.00	0.94%	74	67
\$100,000.01 - \$200,000.00	0.27%	96	81
\$200,000.01+	0.16%	127	108

*Basado en los rangos de ingresos anuales de 2024 de TODOS los Coaches independientes de **OPTAVIA** que operan en los EE. UU. conforme al Plan de Compensación de los EE. UU.

Estas cifras no son garantías ni proyecciones de ganancias o utilidades esperadas, y los niveles de ingresos representados no incluyen gastos en los que los Coaches independientes de **OPTAVIA** puedan haber incurrido para desarrollar sus negocios. **OPTAVIA** no garantiza el éxito financiero. Solo se obtendrán resultados satisfactorios con **OPTAVIA** si se realizan esfuerzos de ventas satisfactorios, que requieren trabajo arduo, diligencia, habilidad, persistencia, competencia y liderazgo.

Appendix G - **OPTAVIA** PROCEDURES - U.S.

Enrolling as an Independent **OPTAVIA** Coach

You may enroll as an independent **OPTAVIA** Coach by completing the following steps:

- i. By agreeing to the terms and conditions of the Independent **OPTAVIA** Coach Agreement; and
- ii. Purchasing an **OPTAVIA** Business Kit from the Company. Business Kits can be purchased via your **OPTAVIA** shopping cart or by calling the Coach Support Team at 888.**OPTAVIA** (888.678.2842). You are not required to purchase any other products or other materials to become a Coach with **OPTAVIA**.

If at the time of enrollment you do not agree to the terms and conditions of the Agreement, your sole recourse is to notify the Company and cancel your business. Failure to cancel within five (5) days of purchasing your **OPTAVIA** Business Kit constitutes your acceptance of the Agreement.

Enrolling as a Married Couple

Spouses that wish to start an Independent **OPTAVIA** Coach business together are required at the time of enrollment to:

- i. Agree to the terms and conditions of the Independent **OPTAVIA** Coach Agreement;
- ii. Submit one W-9 form for the Coach Account; and
- iii. If the spouse Coaches wish to have communications from their business originating from both spouses, designate the Coach business as "Susan and Tom Smith" in the primary account holder position. If the Coaches wish for communications to come from one spouse only, Coaches will need to submit a Co-Applicant Account Add-On Form to add a Co-Applicant (in a secondary account holder position); Coaches will be required to designate only one spouse in the "primary" account holder position, for example, "Susan Smith" as the "primary" and Tom Smith as the "secondary/Co-Applicant."

If the spouse of an existing **OPTAVIA** Coach business later wishes to become an **OPTAVIA** Coach, he/she can be added to the Coach Account by:

- i. Agreeing to the terms and conditions of the Independent **OPTAVIA** Coach Agreement;
- ii. Updating the W-9 form, if necessary; and
- iii. Updating the Coach business name in the primary account holder position or submit a Co-Applicant Account Add-On Form as outlined under step iii.

Renewing an **OPTAVIA** Coach Business

Coaches are responsible for ensuring the timely renewal of their business. Coaches may renew their businesses by placing an order for a Business Renewal via the **OPTAVIA** Shopping Cart or by contacting the Coach Support Team at 888.**OPTAVIA** (888.678.2842).

Reinstatement of an **OPTAVIA** Coach Business Within 30 Days of Conversion

Should an **OPTAVIA** Coach fail to timely renew his/her business, the business will convert to “Client” status. Once the business is converted, the Coach’s downline organization (including all personally sponsored Clients and Coaches) will automatically “roll-up” to the Coach’s Sponsor/Business Coach. Coaches that wish to reinstate their business are permitted to do so (at the discretion of the Company) subject to the following requirements:

- i. Coaches that wish to reinstate their **OPTAVIA** Coach business within thirty (30) calendar days of conversion may do so by paying an administrative fee, in addition to the renewal fee. Personally sponsored Coaches and Clients that rolled up will not be restored without a submitted request from the converted Coach’s Sponsor/Business Coach via the **OPTAVIA Reinstatement Request** form. Once this form is received, ALL Coaches and Clients in the downline that rolled up will be restored to the reinstated Coach, unless otherwise requested. Alternatively, a Coach that rolled up may email Renewals@OPTAVIA.com and ask to be restored to the reinstated Coach.

Please note, the request from a personally sponsored Coach that rolled up to be restored must be received within thirty (30) calendar days of the Coach’s conversion, otherwise, the personally sponsored Coach will not be restored to the reinstated Coach.

Reinstatement of an **OPTAVIA** Coach Business More Than 30 Days After Conversion

Again, should an **OPTAVIA** Coach fail to timely renew his/her business, the business will convert to “Client” status. Once the business is converted, the Coach’s downline organization (including all personally sponsored Clients and Coaches) will automatically “roll-up” to the Coach’s Sponsor/Business Coach. Coaches that wish to reinstate their business are permitted to do so (at the discretion of the Company) within the following time-frames and subject to the following requirements:

- i. Coaches that wish to reinstate their **OPTAVIA** Coach business more than thirty (30) calendar days from the date of conversion must purchase a new **OPTAVIA** Coach Business Kit under the same Sponsor/Business Coach and pay an administrative fee.
- ii. Personally sponsored Clients will not be restored without a submitted request from the converted Coach’s Sponsor/Business Coach via the [OPTAVIA Reinstatement Request form](#).
- iii. Personally sponsored Coaches will NOT be restored to a reinstated Coach after 30 days.

OPTAVIA reserves the right to accept or decline a request for reinstatement of an **OPTAVIA** Coach business at its sole discretion.

Enrolling as a Business Entity

If you wish to enroll your **OPTAVIA** Coach business as a Business Entity (corporation, partnership, limited liability company, trust, etc.), you are required to complete, sign and submit a [Business Entity Addendum](#). A hard copy of the Business Entity Addendum, signed by all owners of the Business Entity, must also be submitted along with the electronic form.

Please note, if changes are subsequently made to an existing Business Entity (such as changes in ownership, entity type, etc.), an amended Business Entity Addendum must be submitted. A hard copy of the amended Business Entity Addendum, signed by all owners of the Business Entity, must also be submitted along with the electronic form.

Reporting Policy Violations

If a Coach observes any Policy violations by other Coaches in the field, he/she shall provide written details of the incident (such as dates, number of occurrences and names of individuals involved, etc.) along with any supporting documentation (such as screen shots of the Policy violation, etc.) and provide same to the Company via the Policy Violation Form.

Returning Products, Business Kits, and Business Support Materials upon Cancellation or Termination of an **OPTAVIA** Coach Business

Upon voluntary cancellation or termination of an independent **OPTAVIA** Coach business, the Coach may return his/her Business Kit and any Company-produced Business Support Materials that he or she personally purchased from **OPTAVIA** within twelve (12) months from the Coach's date of purchase (the one year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition. Any Business Support Materials that are produced by a third party, i.e. non-Company produced, shall not be subject to this return Policy (please note, all products sold at www.OPTAVIAGEAR.com are produced by a third party). In addition, residents of Georgia, Idaho, Louisiana, Maryland, Montana, Massachusetts, Oklahoma, Texas, Wyoming, and Puerto Rico may return any products that they purchased from the Company within one (1) year prior to the date of their cancellation so long as the products are in currently marketable condition.

Upon the Company's receipt of returned goods and/or Business Support Materials and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not in currently marketable condition. The merchandise must be returned within thirty (30) days from the date of the Coach's cancellation/termination.

Returns may be submitted by written request and must be accompanied by proof of payment, invoice, or packing slip and a Return Authorization Number. Shipping labels related to the return of Business Kits will be provided by the Company at no cost to the Coach. Upon receipt and inspection of the return, the Company will process any appropriate refund, minus any setoffs owed to the Company for returned products, etc.

Order Returns & Refunds

OPTAVIA's U.S. Return Policy may be found at www.OPTAVIA.com/return-policy.

Canceling an **OPTAVIA** Coach Business

An **OPTAVIA** Coach can cancel his/her business by:

- i. Declining to renew his/her **OPTAVIA** business after twelve (12) months. Clients and personally sponsored Coaches will roll-up to the canceling Coach's Sponsor/Business Coach; OR
- ii. Resigning in writing at any time, regardless of reason. Resignation must be submitted to the Company from the e-mail address that is on file with the Company to: renewals@OPTAVIA.com. Upon receipt of resignation from the Coach, the **OPTAVIA** Coach business will be cancelled, all commissions and bonuses will be forfeited and all Clients and personally sponsored Coaches will roll-up to the resigning Coach's Sponsor/Business Coach.

Please note, Coach commissions are calculated on a weekly and monthly basis in arrears to account for any adjustments to commissions that may be needed after the close of the week and/or month. Therefore, commissions are not finalized and payable to the Coach until several days after the close of the week and/or month, once the Company has completed the calculation of commissions.

If a Coach resigns from his/her Coaching business, no further commissions will be paid to the Coach from the date the resignation is submitted to the Company, therefore, if the Coach resigns before the weekly or monthly commissions are finalized, the Coach will forfeit those unpaid commissions.

The Company suggests that, before cancelling or resigning his/her business, that the Coach reach out to renewals@OPTAVIA.com to coordinate their resignation to ensure receipt of payment of any weekly or monthly bonuses that may not have been finalized.

Appealing Disciplinary Sanctions

OPTAVIA has the right to impose any of the disciplinary sanctions outlined in the Policies. Should the Company elect to institute disciplinary sanctions against a Coach, the Coach has the ability to appeal the sanctions as follows:

- i. The Coach will have twenty (20) days from the date of the Company's letter outlining the disciplinary sanctions in which to submit an appeal. The Company must receive the Coach's written appeal correspondence within twenty (20) days of the date of the Company's letter. If the appeal is not received within the 20-day period, the disciplinary sanction(s) will automatically be deemed final;
- ii. If the Company receives a timely appeal of the disciplinary sanction(s), the Company's Policy Committee will review and reconsider the disciplinary sanction(s), consider any other appropriate action(s), and notify the Coach, the Coach's Sponsor and other members of the Coach's upline as the Company deems appropriate, of its decision concerning the Appeal;
- iii. The Policy Committee's decision concerning the appeal will be final and subject to no further review. In the event a termination or suspension is not rescinded, the termination or suspension will be effective as of the date of the Company's original letter to the Coach.

Business Transfer (Sale of an **OPTAVIA** Coach Business)

To effect a transfer or sale of an **OPTAVIA** Coach business, the following must take place:

- i. The Seller Coach ("Seller") must submit a [Business Transfer/Sale Request Form](#), this Form will also serve as notice to the Company of the Seller's intention to transfer/sell the business. Along with the submission of this Form, the Seller must submit a copy of the final purchase agreement for the sale;
- ii. Once the Company receives the [Business Transfer/Sale Request Form](#) from the Seller, the Company has the right of first refusal to purchase the business, at the same terms and conditions and sale price as that offered to other eligible purchasers. The Company shall have seven (7) business days from receipt of the [Business Transfer/Sale Request Form](#) within which to exercise its right of first refusal.
- iii. If the Company declines to purchase the business within 7 days, the Seller may then offer to transfer/sell the business to other parties eligible to purchase;
- iv. The Seller must receive prior written authorization to transfer/sell the business before the Seller may proceed with the transaction;
- v. If the Company approves the transfer/sale and the purchasing Coach ("Purchaser") is an existing **OPTAVIA** Coach, the transferred business will be operated by the Purchaser as a second business and remain in its current position in the line of sponsorship;

- vi. If the Company approves the transfer/sale and the Purchaser is an individual who is not a current **OPTAVIA** Coach, the Purchaser must submit a signed Independent **OPTAVIA** Coach Agreement to the Company;
- vii. If the business being transferred/sold is an entity (corporation, partnership, limited liability company, trust, etc.), the Purchaser is required to complete, sign and submit an amended [Business Entity Addendum](#). A hard copy of the amended Business Entity Addendum signed by all owners of the Business Entity must also be submitted along with the electronic form.

Business Transfer Upon Death

To effect the transfer of an independent **OPTAVIA** Coach business upon the death of a Coach, the successor to the **OPTAVIA** Coach business must provide the following to the Company:

- i. A copy of the deceased Coach's death certificate;
- ii. A certified copy of the will or other testamentary instrument establishing the successor's right to the business;
- iii. If the successor to the **OPTAVIA** Coach business is not an existing Coach, the individual must submit a signed Independent **OPTAVIA** Coach Agreement to the Company. If the individual is an existing **OPTAVIA** Coach, the transferred business will be operated as a second business by the successor Coach and remain in its current position in the line of sponsorship;
- iv. If the business is an entity (corporation, partnership, limited liability company, trust, etc.), the successor to the **OPTAVIA** Coach business is also required to complete, sign and submit an amended [Business Entity Addendum](#). A hard copy of the amended Business Entity Addendum signed by all owners of the Business Entity must also be submitted along with the electronic form.

All testamentary documentation must be provided to the **OPTAVIA** Compliance Department (compliance@OPTAVIA.com)

Business Transfer Upon Divorce

To effect the transfer of an **OPTAVIA** business upon the divorce of spouses running the business, the following must be provided to the Company:

- i. A final divorce decree, court order or written agreement (signed by both spouses and notarized by a notary public) concerning the disposition of the independent **OPTAVIA** Coach business.

Upon Company's receipt of the divorce decree, court order or written agreement concerning the disposition of the business, the business shall be transferred to the individual ordered by the court or as agreed to in writing by the parties.

The Company reserves the right to verify all documentation provided by the Coaches concerning the disposition of the business. Please submit all divorce documentation to the **OPTAVIA** Compliance Department (compliance@OPTAVIA.com).

Becoming a Sponsor

Sponsoring a new Coach is simple, please direct the individual to:

- i. Visit your replicated **OPTAVIA** website to purchase an **OPTAVIA** Business Kit; OR
- ii. Call the Coach Support Team at 888.**OPTAVIA** (888.678.2842), to purchase an **OPTAVIA** Business Kit. Be sure the individual has his/her credit card information, your name and your Coach ID number.

Coach Sponsor Transfer Requests Within 30 Days of Enrollment

For Coach Sponsor Transfer requests submitted within 30 days of the Coach's enrollment:

- i. The Coach must submit a [Sponsor Transfer Request Form](#);
- ii. The [Sponsor Transfer Request Form](#) must include an explanation for the change, along with the name and Coach Identification number of the requested Sponsor;
- iii. The Company will review; and
- iv. If approved (approval is at the Company's sole discretion), the Company will administratively move the Coach to the requested Sponsor.

Client Transfers (Client-Initiated)

Client support is very important to **OPTAVIA**. Occasionally, a Client may request the support of a different Coach than the Coach who initially introduced him or her to **OPTAVIA**. Clients have the right to select the Coach that best meets their individual support needs. If a Client wishes to transfer to a new Coach:

- i. The Client may submit a request from their "My Account" page. Detailed instructions on how to request a transfer can be found here: <https://ANSWERS.OPTAVIA.com/help/how-to-change-your-coach>

Transfers may take between 1 to 3 business days to process, and once approved, will be made effective the date the request was received by the Company.

All volume that appeared prior to the date the Company receives the Request will not move with the Client, but remain with the previous Coach. Any orders placed after the transfer has been received and approved will be credited to the new Coach.

Client Transfers (Coach-Initiated)

A Coach may feel transferring a Client to a new Coach would best serve the needs of the Client (e.g. in the case of an inactive Client), if a Coach wishes to transfer the Client:

- i. The Coach can submit a [Client Transfer Request Form \(Coach-initiated\)](#) on the Client's behalf.

Transfers may take between 1 to 3 business days to process, and once approved, will be made effective the date the request was received by the Company.

All volume that appeared prior to the date the Company receives the Request will not move with the Client, but remain with the previous Coach. Any orders placed after the transfer has been received and approved will be credited to the new Coach.

Bulk Client Transfers

Coaches requesting to transfer five (5) or more personally sponsored Clients to a new Coach must submit a [Bulk Client Transfer Request Form](#). Due to the administrative effort involved, bulk transfers of Clients require payment of an administrative fee according to the following schedule below:

- i. \$25.00 for 5-50 frontline Clients
- ii. \$50.00 for 51-300 frontline Clients
- iii. \$75.00 for 301-600 frontline Clients
- iv. \$100.00 for 601+ frontline Clients

The administrative fees will be assessed based on the total number of Bulk Transfers requested. For example, if a Business Coach opts to give 6 frontline Clients each to 10 downline Coaches, a \$50 fee will be levied, since the total transfer of frontline Clients equals 60.

Please keep in mind that Clients always have the right to select their own Coach. No fee will be assessed for Client-initiated transfers.

In addition, the Company has the right to review and approve all Bulk Transfers to ensure that they are in compliance with **OPTAVIA** Policies. Bulk transfers take between 1 to 3 business days to process and will not be considered until payment of the administrative fee is received. Please contact the Coach Support Team at 888.**OPTAVIA** (888.678.2842) to submit your payment.

Again, all volume that appeared prior to the date the Company receives the Request will not move with the Client, but remain with the previous Coach. Any orders placed after the transfer has been received and approved will be credited to the new Coach.

Permitted Coach Advertising

Coaches are permitted to place certain advertisements pursuant to the **OPTAVIA** Policies, for example, advertisements on local radio to promote local **OPTAVIA** Coach events. Coaches are also permitted to advertise their services in Telephone Directories (Yellow and White Pages), via Community Newspapers/ Local Classified Publications, and Online Classifieds. However, these aforementioned advertisements must be reviewed by the Company before being placed by the Coach. The Coach should submit a [Coach Advertising Request Form](#) in order to obtain approval.

Please note, **OPTAVIA** is under no obligation to approve Coach Advertisements submitted. In addition, to the extent that the Company approves any Coach-Created Advertisements, the Company reserves the right to rescind the approval of same at its sole discretion. Coaches waive any claim for damages or remuneration for any losses that they may incur resulting from or relating to the Company's decision to rescind its prior approval. .

Field-Training Materials

Materials used to support and train a Coach's personally sponsored Coaches or others in his/her downline organization are not required to be reviewed by the Company, so long as they are in compliance with **OPTAVIA** Policies. However, should a Coach have any doubt concerning whether or not Field Training Materials are in compliance with all relevant **OPTAVIA** Policies, the Coach should submit the Field Training Materials to compliance@OPTAVIA.com for review.

Interaction with the Media

All media contacts, inquiries and/or opportunities should be immediately referred to the Company. If you are contacted by the Media, please submit a [Public Relations Opportunity Form](#). Our Public Relations team will be in touch with you shortly thereafter.

Please note, unless you receive approval from the Company, Coaches are not permitted to speak with the Media.

APPENDIX H



OPTAVIA®

INTEGRATED COMPENSATION PLAN

(Effective April 01, 2025)

OPTAVIA® INTEGRATED COMPENSATION PLAN



At **OPTAVIA**, our independent **OPTAVIA** Coaches are the lifeblood of our program. **OPTAVIA** Coaches help others realize Lifelong Transformation, Making a Healthy Lifestyle Second Nature™.

YOUR BEST LIFE IS WAITING.
ALL YOU HAVE TO DO IS
TAKE THE FIRST STEP.

OPTAVIA Coaches are compensated for their efforts through the **OPTAVIA** Integrated Compensation Plan outlined in this document; it gives Coaches the power to shape their destiny and create a life of greater momentum.

OPTAVIA® INTEGRATED COMPENSATION PLAN

There are three primary earning opportunities with **OPTAVIA** which correlate to the three levels of Competency in our business plan:

- | | | |
|---|--|--|
| (A) Client support income to reward OPTAVIA Coach Competency | (B) Team building income to reward Business Coach Competency | (C) Leadership Development income to reward Business Leader Competency |
|---|--|--|

Related to these three earning opportunities are nine different avenues of earning income:

- I. Client Acquisition and Support (**OPTAVIA** Coach Competency)
 - Client Support Commissions
 - Client Support Bonus
 - Coach Consistency Bonus
 - Coach Accelerator Bonus
- II. Coach Sponsoring and Team Building (Business Coach Competency)
 - Accelerator Assist Bonus
 - Team Growth Bonus
 - Fully Integrated Business Coach Bonus
- III. Leadership Development (Business Leader Competency)
 - Executive Director Generation Bonus
 - Elite Leadership Bonus

The **OPTAVIA** Compensation Plan is designed to reward:

- Client Acquisition and Support
- Coach Sponsorship and Mentorship
- Team Building and Duplication
- Advanced Team Building and Leadership Development
- Mastery at each level of Competency



OPTAVIA® INTEGRATED COMPENSATION PLAN

FUNDAMENTALS - UNDERSTANDING VOLUME TYPES

At **OPTAVIA**, we believe in protecting the value of a Coach's business. Therefore, we have two types of volume in the **OPTAVIA** Compensation Plan:

- 1. COMPENSATION VOLUME (CV)** - the value assigned to any product/item in the **OPTAVIA** product portfolio for the purposes of compensation calculation. All products have a Compensation Volume, ranging from 0% to 100%, of the product price. All commissions and bonuses are paid on Compensation Volume.
- 2. QUALIFYING VOLUME (QV)** - the amount assigned to an item to determine rank and bonus qualification. Qualifying Volume is used to standardize the duplication model to ensure that the level of effort for qualification remains the same over time and across markets.

Let's look at these in greater detail:

Compensation Volume (CV) is on an item level. Since Clients typically order more than one item at a time, all of the CV for a Client is summed to create Personal Compensation Volume (PCV). Then, all of the PCV for a Coach's personally sponsored (Frontline or Level 1) Clients and Coaches are summed to create the Coach's Frontline Compensation Volume (FCV). A Coach's Group Compensation Volume (GCV) is simply the sum of all PCV for all Clients and Coaches on which they are paid.

Note: A Coach's own PCV is not included in either their FCV or GCV, since Coaches are not paid on their own personal orders.

Qualifying Volume (QV) works exactly the same way. All of the QV for a Client's order is summed to create Personal Qualifying Volume (PQV). Then, all of the PQV for a Coach's personally sponsored (Frontline or Level 1) Clients and Coaches are summed to create the Coach's Frontline Qualifying Volume (FQV). A Coach's Group Qualifying Volume (GQV) is simply the PQV of all Clients and Coaches on which they are paid.

Note: A Coach's own PQV is not included in either their FQV or GQV, since Coaches are not paid on their own personal orders.

OPTAVIA® INTEGRATED COMPENSATION PLAN

CLIENT ACQUISITION AND SUPPORT

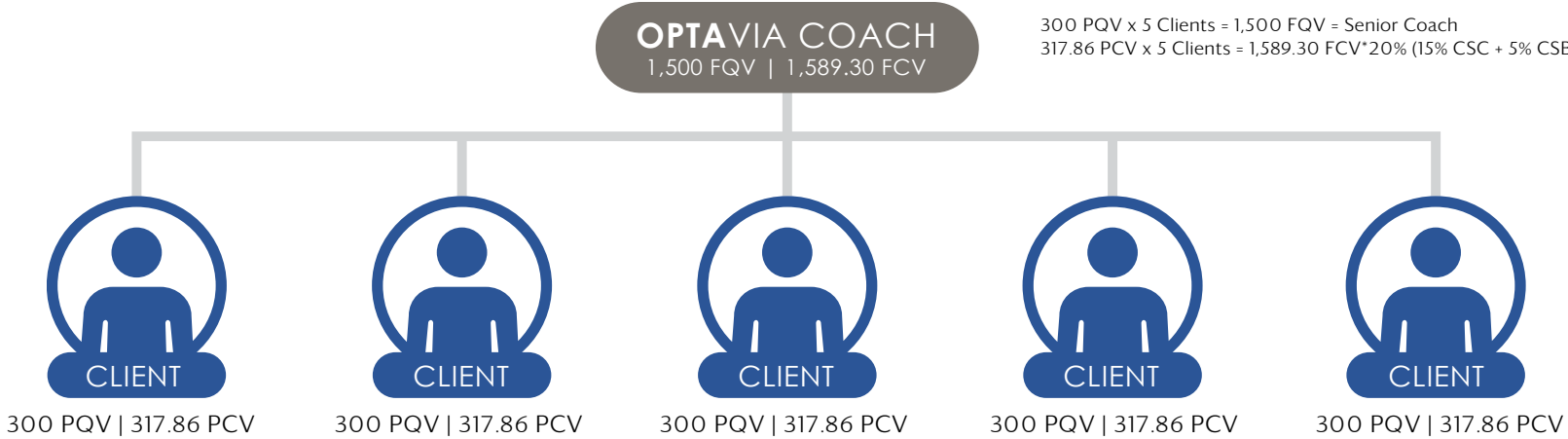
Welcoming Clients and supporting them on their journey are the foundation of a successful **OPTAVIA** business and, for many, are the starting point in our business model. **OPTAVIA** Coaches are compensated based on orders placed by their personally sponsored and supported Clients. A Client can order online via a Coach’s personalized **OPTAVIA** website (which is provided by the Company) or by calling 1.888.**OPTAVIA**.

CLIENT SUPPORT COMMISSIONS & BONUSES

Coaches earn a 15% commission on the Personal Compensation Volume (PCV) of orders placed by their Frontline (Level 1) Clients. Personal Compensation Volume is the combined Compensation Volume (CV) of all commissionable items on an order.

At **OPTAVIA**, we reward Coaches for their personal efforts and experience; therefore, our Client Support Bonuses are tiered, allowing for greater earning opportunities as more orders are generated by your personal Clients. While supporting a minimum of 5 Clients, the greater a Coach’s Frontline Qualifying Volume (FQV), the greater percentage of Frontline Compensation Volume (FCV) he/she earns.

CLIENT SUPPORT COMPENSATION						
FRONTLINE QUALIFYING VOLUME (FQV)	UNDER 1,200	1,200	2,400	3,600	4,800	6,000
CLIENT SUPPORT COMMISSIONS	15%	15%	15%	15%	15%	15%
CLIENT SUPPORT BONUS (MIN. 5 ORDERING ENTITIES)	N/A	5%	7%	9%	11%	13%
TOTAL MAXIMUM CLIENT SUPPORT COMPENSATION	15%	20%	22%	24%	26%	28%



*Hypothetical example to illustrate the mechanics of the Compensation Plan only.

OPTAVIA® INTEGRATED COMPENSATION PLAN

CLIENT ACQUISITION AND SUPPORT



COACH CONSISTENCY BONUS

OPTAVIA rewards Coaches who have consistent Frontline Qualifying Volume (FQV), month after month. This bonus has three levels*:

- An **OPTAVIA** Coach who generates a minimum of 2,000 in Frontline Qualifying Volume (FQV) for three (3) consecutive months will be paid a \$250 bonus.
- An **OPTAVIA** Coach who generates an average of 4,000 in Frontline Qualifying Volume (FQV) for three (3) consecutive months will be paid a \$500 bonus.
- An **OPTAVIA** Coach who generates an average of 6,000 in Frontline Qualifying Volume (FQV) for three (3) consecutive months will be paid a \$1,000 bonus.

*Note: In order to be eligible for this bonus, Frontline Qualifying Volume (FQV) cannot fall below 2,000 in any month. If Frontline Qualifying Volume (FQV) does fall below the 2,000 minimum threshold, the three-month consistency clock starts back at zero, and three additional months will be needed to achieve this bonus. The three-month cycle can begin in any month, and Coaches are eligible for this bonus four times in a 12-month period.

COACH ACCELERATOR BONUS (CAB)

OPTAVIA knows how important it is to get off to the right start with your new **OPTAVIA** business. Therefore, to reward new Coaches who get on the fast track to success, we offer a special bonus. As a new **OPTAVIA** Coach, you have the opportunity to earn \$150 when you develop at least three (3) New* Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month **OR** \$250 when you develop at least five (5) New* Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month. New **OPTAVIA** Coaches can earn CAB monthly in their first three (3) months as a Coach.

*A "Qualified Client" is a client who has never previously placed an order with **OPTAVIA** and has 275+ Personal Qualifying Volume (PQV) during a Monthly Bonus Period. The PQV can be composed of multiple orders, so long as these orders are all placed in the Monthly Bonus Period. Please note that clients originating from the leads pool that are Company-acquired and Company-converted do not count as qualified clients.

OPTAVIA® INTEGRATED COMPENSATION PLAN

COACH SPONSORING AND TEAM BUILDING

In order to maximize the earning opportunity with **OPTAVIA**, a Coach must build and mentor Coach Teams.

ACCELERATOR ASSIST BONUS

As a Business Coach, when you help a personally sponsored new Coach earn his/her first Coach Accelerator Bonus (CAB) within their first three (3) months, you will earn a one-time matching Accelerator Assist Bonus of a similar amount (\$150 or \$250).

TEAM GROWTH BONUS

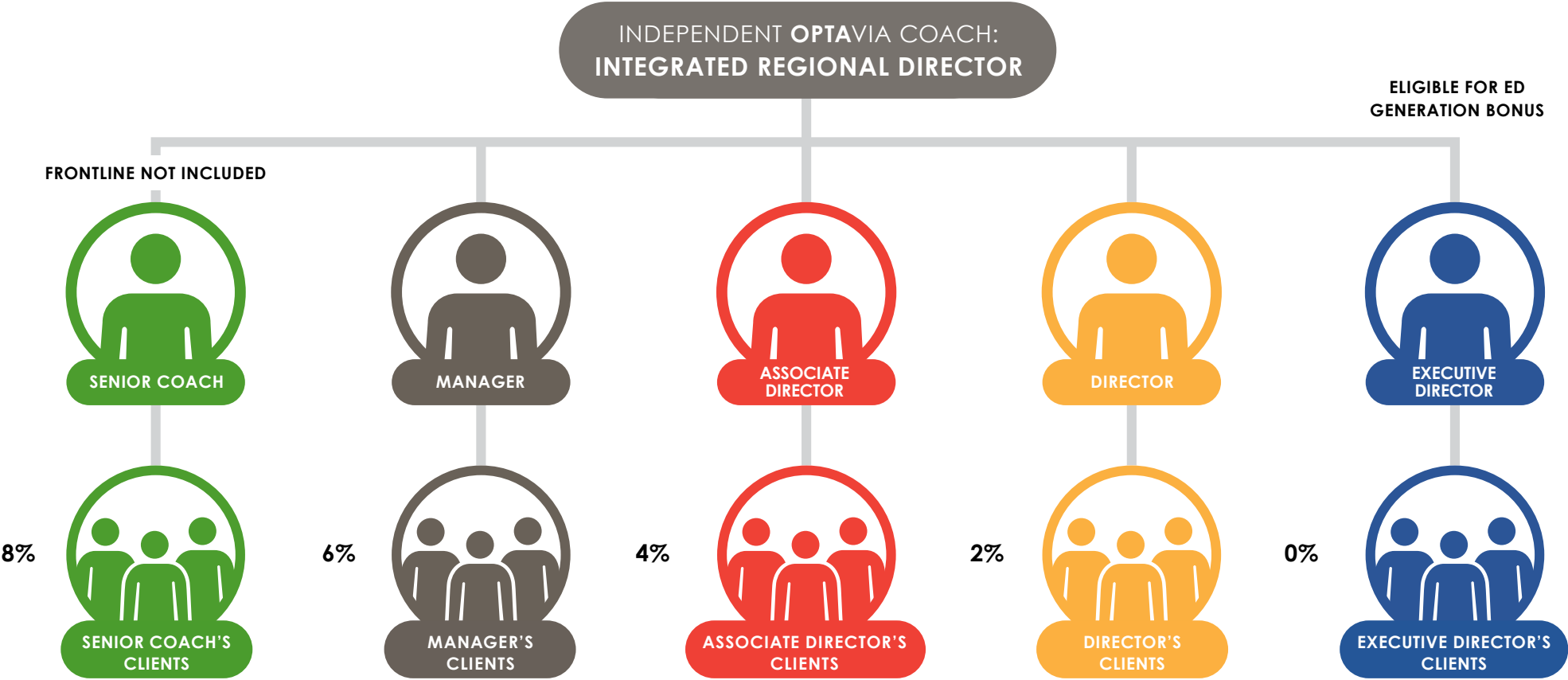
The Team Growth Bonus provides the opportunity for a Business Coach to earn on orders of other Coaches and their Teams. This bonus is only available to Business Coaches qualifying at the Senior Coach level or higher and is earned only on business Teams outside of a Coach’s Frontline.

This chart provides the Qualified Rank earning percentage for each potential business Team rank. For example: a Qualified Director earns 6% on a Senior Coach Team down to the next qualifying **OPTAVIA** Coach above Senior Coach.

TEAM GROWTH BONUSES (PAID ON LEVEL 2 AND BELOW)		QUALIFIED RANK				
		SENIOR COACH	MANAGER	ASSOCIATE DIRECTOR	DIRECTOR	EXECUTIVE DIRECTOR
TEAM RANK	COACH	4%	6%	8%	10%	12%
	SENIOR COACH		2%	4%	6%	8%
	MANAGER			2%	4%	6%
	ASSOCIATE DIRECTOR				2%	4%
	DIRECTOR					2%
	EXECUTIVE DIRECTOR					COVERED IN EXECUTIVE DIRECTOR GENERATION BONUS

OPTAVIA® INTEGRATED COMPENSATION PLAN

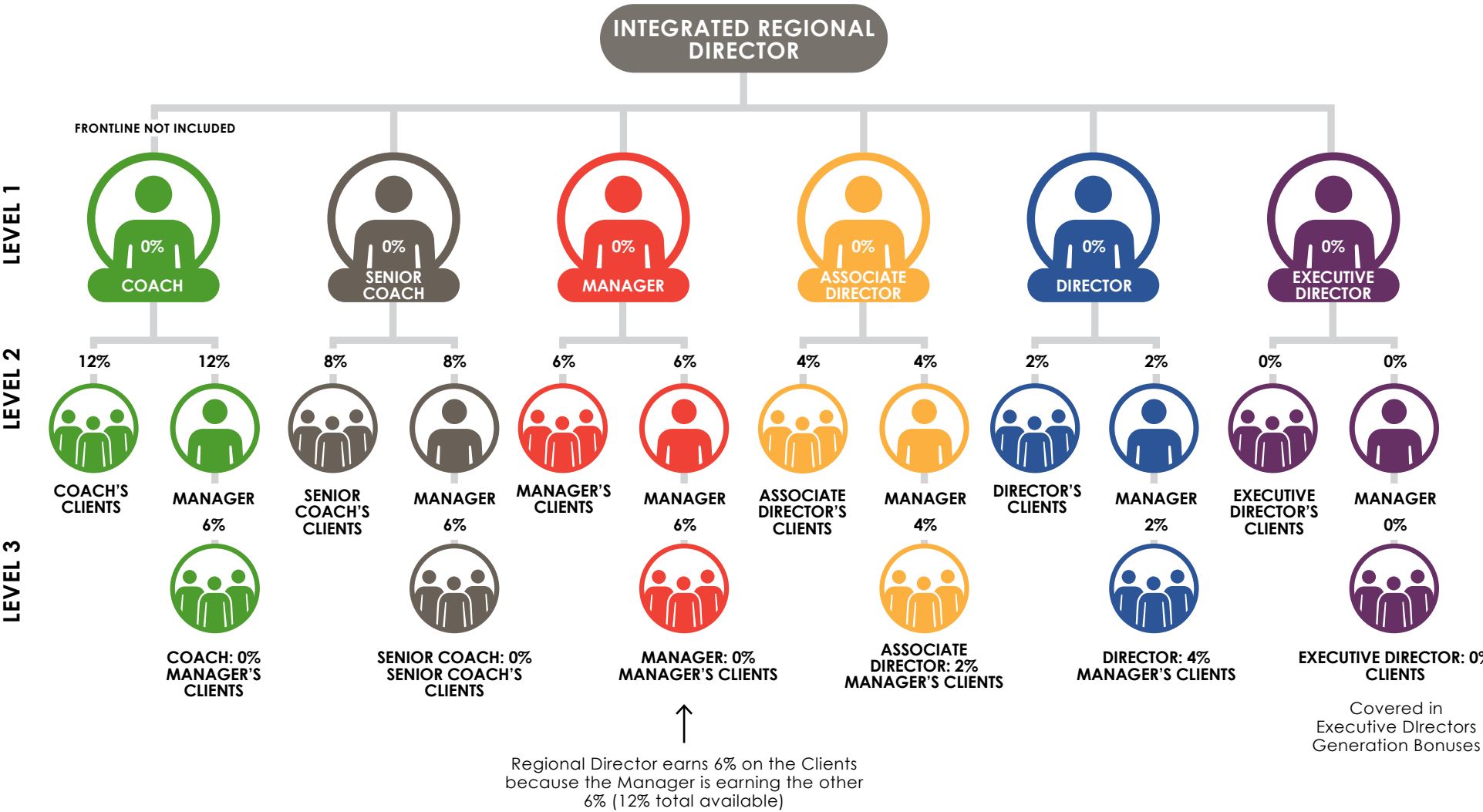
COACH SPONSORING AND TEAM BUILDING: TEAM GROWTH BONUS EXAMPLE



OPTAVIA® INTEGRATED COMPENSATION PLAN

COACH SPONSORING AND TEAM BUILDING: TEAM GROWTH BONUS EXAMPLE

Teams in-depth - Earning the Gap Example



OPTAVIA® INTEGRATED COMPENSATION PLAN

COACH SPONSORING AND TEAM BUILDING: FULLY INTEGRATED BUSINESS COACH CONSISTENCY BONUS



A Business Coach has reached a level of mastery when he/she has achieved the level of Fully Integrated Business Coach (FIBC). This is attained when a Qualified Executive Director achieves:

- 6,000 in Frontline Qualified Volume (FQV)
- Five (5) Qualified Senior Coach Teams
- 15,000 in Group Qualified Volume (GQV) in a Monthly Bonus Period.

A Business Coach who meets these qualifications for three (3) consecutive months will be paid a \$1,000 bonus.

A Business Coach can begin this three-month cycle in any month and has the opportunity to earn this bonus up to a maximum of four times in a 12-month period.

OPTAVIA® INTEGRATED COMPENSATION PLAN

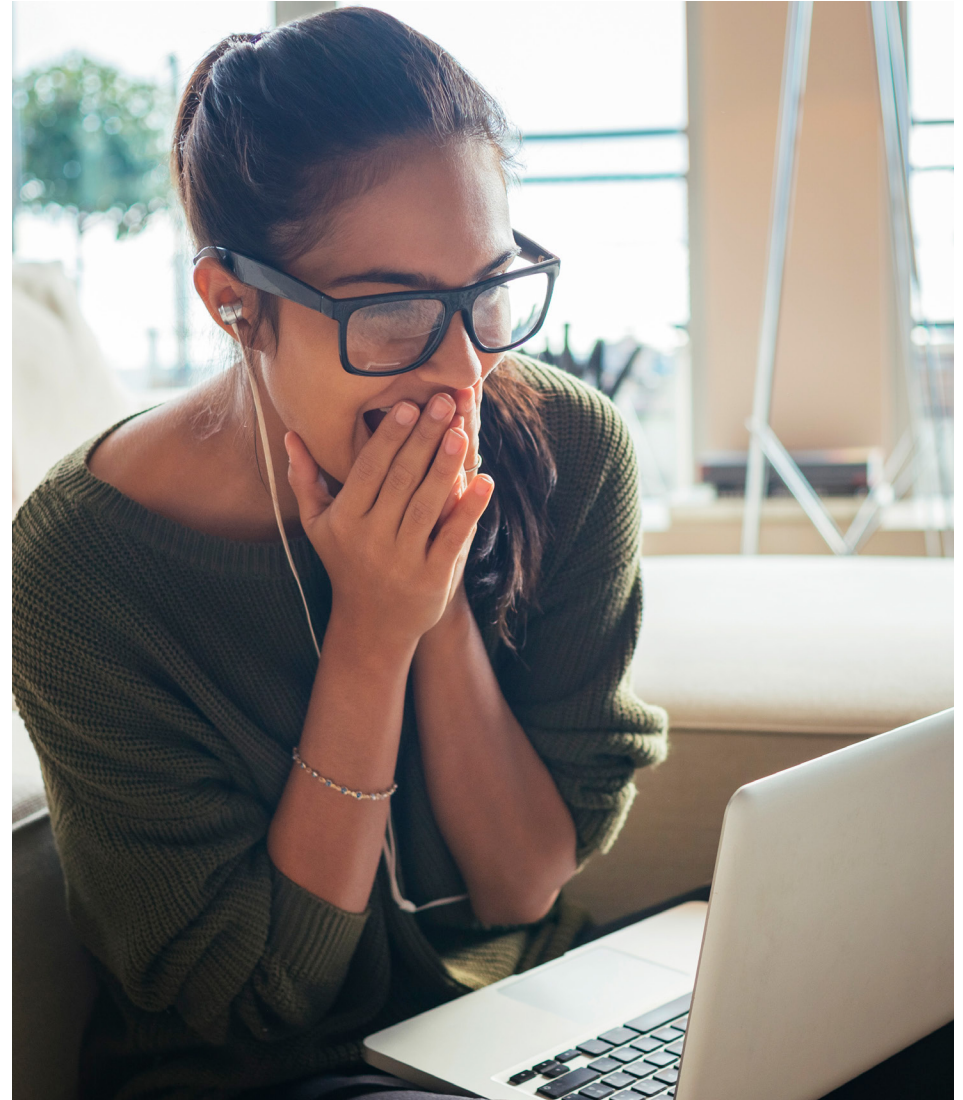
ADVANCED TEAM BUILDING AND LEADERSHIP DEVELOPMENT

Leaders drive all successful organizations, and within **OPTAVIA**, Leaders play a vital role in communicating, training, supporting, shaping, building, defining, and living the mission of **OPTAVIA**.

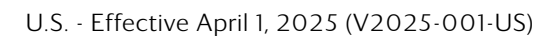
EXECUTIVE DIRECTOR GENERATION BONUS

The Executive Director Generation Bonuses are business development bonuses that reward Business Leaders qualifying as a Regional Director or higher for developing Executive Directors within their organizations.

In order to maximize the benefit of the Executive Director Generation Bonus, it is important for a Business Leader to develop separate Executive Director Teams. An Executive Director Team is defined as a qualifying Executive Director (or higher) in a unique Line of Sponsorship (an Executive Director does not need to be personally sponsored). The Executive Director Generation Bonuses are paid on an entire Executive Director's organization, which is defined as all of the **OPTAVIA** Coaches and their Clients within a Line of Sponsorship of a Qualified Executive Director (or higher), down to the next Qualified Executive Director (or higher) in depth. The term for this is "Generation," and the diagram on the next page demonstrates Executive Director Generations visually down through six Generations. The diagram outlines the six Generations of depth by which an Integrated Presidential Director is eligible to receive generational earnings.



Teams in-depth - Generations of Executive Directors



OPTAVIA® INTEGRATED COMPENSATION PLAN

ADVANCED TEAM BUILDING AND LEADERSHIP DEVELOPMENT

The table below displays the percentage earned on each Executive Director Generation. Bonuses are paid as a percentage of the Executive Director in depth’s Group Compensation Volume (GCV), down to the next Executive Director in-depth (next Generation).

		QUALIFIED RANK							
		REGIONAL DIRECTOR	INTEGRATED REGIONAL DIRECTOR	NATIONAL DIRECTOR	INTEGRATED NATIONAL DIRECTOR	GLOBAL DIRECTOR	INTEGRATED GLOBAL DIRECTOR	PRESIDENTIAL DIRECTOR	INTEGRATED PRESIDENTIAL DIRECTOR
GENERATIONS OF TEAMS	1	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	2		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	3				2%	2%	2%	2%	2%
	4					2%	2%	2%	2%
	5						1.5%	1.5%	1.5%
	6								1.5%

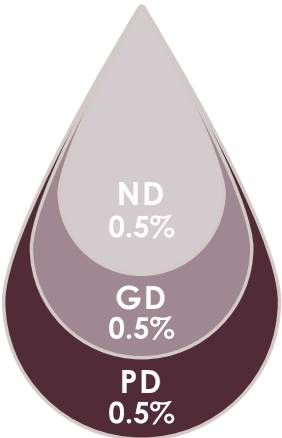
ELITE LEADERSHIP BONUS

Elite Leadership Bonuses are paid to our Business Coaches qualifying at our Leadership ranks of National Director and higher to compensate for their role in directing and overseeing **OPTAVIA** businesses. The three separate bonuses listed below overlap, which means they are cumulative, so a qualifying Presidential Director will earn all three bonuses.

These bonuses are:

- National Elite Leadership Bonus
- Global Elite Leadership Bonus
- Presidential Elite Leadership Bonus

Each of these bonuses is paid in the same way on a Coach’s organization. A Business Leader earns a 0.5% override on his/her entire business down through the first Business Leader at or above the qualifying bonus rank (National Director, Global Director, or Presidential Director) to the second

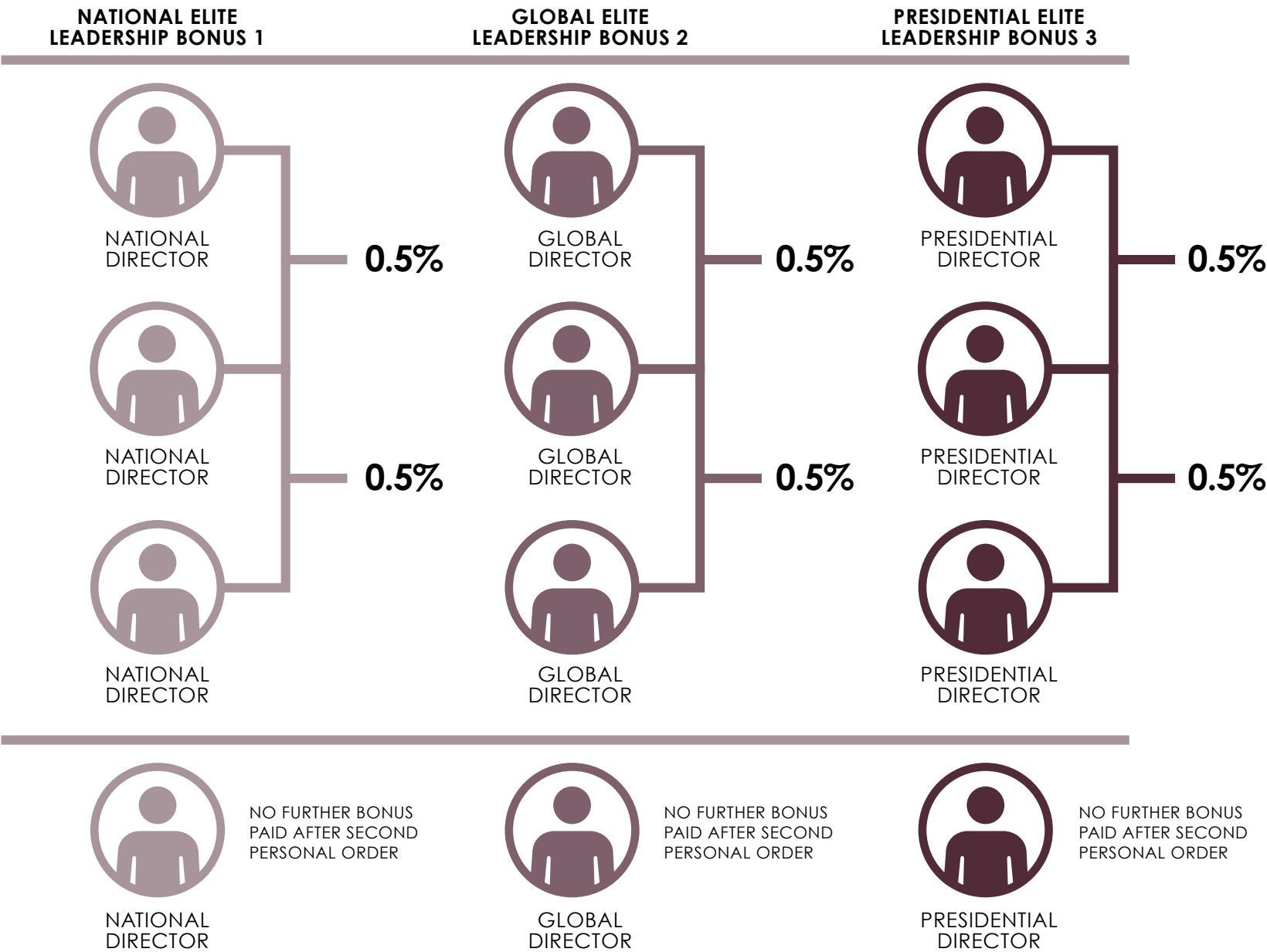


Business Leader at or above that rank in each Line of Sponsorship. The Business Leader receives earnings on the personal order of the second Business Leader at or above the bonus rank in a Line of Sponsorship but not on the orders of that Business Leader’s Team.

These Elite Leadership Bonuses have the potential to pay deep into a Business Leader’s organization beyond the level of Executive Director Generations a Business Leader also qualifies to receive. This is because a Business Leader earns on the entire organization down to the second Qualified Business Leader holding the same elite Leader rank.

OPTAVIA® INTEGRATED COMPENSATION PLAN

ADVANCED TEAM BUILDING AND LEADERSHIP DEVELOPMENT



OPTAVIA® INTEGRATED COMPENSATION PLAN

OPTAVIA CAREER PATH AND RANK QUALIFICATIONS

RANK	QUALIFICATIONS
COACH	Less than 1,200 GQV and 5 Ordering Entities
SENIOR COACH (SC)	1,200 GQV and 5 Ordering Entities
MANAGER	Qualified Senior Coach (SC) with 2 Qualifying Points
ASSOCIATE DIRECTOR	Qualified Senior Coach (SC) with 3 Qualifying Points
DIRECTOR	Qualified Senior Coach (SC) with 4 Qualifying Points
EXECUTIVE DIRECTOR (ED)	Qualified Senior Coach (SC) with 5 Qualifying Points
INTEGRATED EXECUTIVE DIRECTOR (FIBC)	Qualified Executive Director (ED) with 6,000 FQV, 5 qualified SC Teams, 15,000 GQV
REGIONAL DIRECTOR	Qualified Executive Director (ED) with 1 Executive Director (ED) Team
INTEGRATED REGIONAL DIRECTOR	Qualified Fully Integrated Business Coach (FIBC) with 1 Executive Director (ED) Team
NATIONAL DIRECTOR	Qualified Executive Director (ED) with 3 Executive Director (ED) Teams
INTEGRATED NATIONAL DIRECTOR	Qualified Fully Integrated Business Coach (FIBC) with 3 Executive Director (ED) Teams
GLOBAL DIRECTOR	Qualified Executive Directors (ED) with 5 Executive Director (ED) Teams
INTEGRATED GLOBAL DIRECTOR (FIBL)	Qualified Executive Directors (ED) with 5 Fully Integrated Business Coach (FIBC) Teams
PRESIDENTIAL DIRECTOR	Qualified Executive Directors (ED) with 10 Executive Directors (ED) Teams
INTEGRATED PRESIDENTIAL DIRECTOR	Qualified Fully Integrated Business Leader (FIBL) with 5 additional ED Teams

Qualifying Point definition = 1 Qualifying Point for every 1,200 FQV OR 1 Qualifying Point for every qualified Senior Coach Team.

OPTAVIA® INTEGRATED COMPENSATION PLAN

SPECIAL CHARACTERISTICS AND CRITERIA OF THE **OPTAVIA** COMPENSATION PLAN

To better understand the details of the **OPTAVIA** Compensation Plan, a Coach should be familiar with the following special characteristics and criteria. A Glossary, “Terms to Learn,” is provided at the end of this document for your reference.

CREDITING OF PRODUCTS & ORDERS FOR COMPENSATION

- Clients and Coaches pay the same price for products.
- Compensation (all Commissions and bonuses) is paid on Compensation Volume (CV). Compensation Volume is the value assigned to any product/item in the **OPTAVIA** product portfolio for the purposes of compensation calculation. All products have a Compensation Volume, ranging from 0% to 100% of the product price. All commissions and bonuses are paid on Compensation Volume.
- Compensation is paid on the Compensation Volume of Commissionable Goods only. These include, but are not limited to, **OPTAVIA** Fuelings, Snacks, books, tools, apparel, program materials, events, fees, taxes, and shipping are not eligible for Compensation.
- Coaches and their Co-Applicants do not receive Compensation or credit for their personal orders. This is because personally sponsored Coaches and their Co-Applicant (if applicable) are considered the personal Clients of their Sponsors. The personal orders of a Coach (and any applicable Co-Applicant) are credited to the Sponsor.
- All ranks and bonuses qualifications are based on Qualifying Volume (QV). All Commissionable Goods are assigned a Qualifying Volume. Non-commissionable goods (books, tools, apparel, program materials, events, fees, taxes, and shipping) do not have any Qualifying Volume.
- Personally acquired Clients and personally sponsored Coaches (people on a Coach’s Frontline) are considered to be on his/her first level (Level 1) for Compensation purposes.
- This plan employs seamless, Global Compensation, meaning that a Coach can have Clients and Coaches in any market in which **OPTAVIA** is officially open for business and receive Qualifying Volume (QV) and Compensation Volume (CV) accordingly.
- Coaches receive Compensation based on Clients’ or Coaches’ actual orders of products. When a product is returned for a refund, the Personal Qualifying Volume (PQV) amount associated with that return will be deducted from the **OPTAVIA** Coach’s Frontline Qualifying Volume (FQV) and Frontline Compensation Volume (will appear as a negative Personal Qualifying Volume [PQV] and negative Personal Compensation Volume [PCV] amount for that Client). As returns are processed as negative Personal Qualifying Volume (PQV) and Personal Compensation Volume (PCV), they can impact all bonus and rank qualifications and commissions and bonus calculations. Returns and refunds are **not** processed on the last day of a month.
- A Client must have positive Personal Qualifying Volume (PQV) to count as an Ordering Entity in a Monthly Bonus Period. Clients who have negative or zero Personal Qualifying Volume (PQV) do not count as an Ordering Entity for rank qualifications.

OPTAVIA® INTEGRATED COMPENSATION PLAN

SPECIAL CHARACTERISTICS AND CRITERIA OF THE **OPTAVIA** COMPENSATION PLAN

PAYMENT SCHEDULES AND METHODS

- Weekly Client Support Commissions (paid on Level 1) are paid the week following a Weekly Commission Period.
 - A commission week is Monday through Sunday and any orders placed and paid for during that week will be paid as Client Support Commissions the following week.
 - Weekly Client Support Commissions are paid at the base level of 15%. Any additional percentages earned for Frontline Qualifying Volume (FQV) performance are paid with monthly bonuses, on or about the 15th of the month following the closure of the Monthly Bonus Period.
- Bonuses are paid on or about the 15th of the month following the closure of the Monthly Bonus Period.
 - The Monthly Bonus Period for the Compensation Plan is based on orders placed and payments received in a calendar month. The monthly period begins at 12:00 AM PST on the first day of the month and concludes at 11:59 PM PST on the last day of the month. Personal Compensation Volume (PCV) is credited for orders that are paid in full.
- Compensation is disbursed via **OPTAVIA PAY**, a virtual pay portal. The schedule for disbursements is once per week for commission payments and once per month for monthly bonuses (if applicable).

RANK ADVANCEMENT AND RECOGNITION

- This is a real-time plan. Although Coaches are granted a recognition title based on their highest achievement level, they are paid month to month based on their current monthly rank performance.
- For the rank of Integrated Executive Director and above, a Coach must reach rank qualifications and maintain those qualifications for three consecutive months to be recognized and honored at that new recognition title rank/highest rank achieved.
- A Coach will be paid at his/her performing rank, regardless of recognition title rank/highest rank achieved.
- The Company reserves the right to use recognition title rank or qualification rank for committee participation and selection, communication schedules, invitations for trainings and events, and/or special recognitions.
 - The Company reserves the right to make any event, incentive trip, or training, by invitation-only, based on recognition title rank or qualification rank.
- A Coach is responsible for reviewing his/her performance via **OPTAVIA CONNECT** throughout the month to ensure his/ her personal business goals are met. If any questions or disputes about qualification, ranking, or performance arise, a Coach has two (2) business days from the end of the Weekly Commission Period or Monthly Bonus Period to notify **OPTAVIA**. Failure to do so will result in the acceptance of that qualification/rank/ performance by the Coach.

OPTAVIA® INTEGRATED COMPENSATION PLAN

SPECIAL CHARACTERISTICS AND CRITERIA OF THE **OPTAVIA** COMPENSATION PLAN

PERFORMANCE OR ACTIVITY REQUIREMENTS

- In order to be eligible for Compensation, an individual needs to fulfill the requirements to become a Coach as dictated by his/her market.
- A Coach is required to renew his/her business annually. The cost to renew the business is currently \$199.00 and is subject to change.

QUALIFICATION NOTES

- The first Coach to qualify at a required rank qualifies that Team for the purposes of Compensation. For example, if Bill, a Senior Coach, sponsors Sharon, also a Senior Coach, Bill qualifies that Team as a Senior Coach Team.
- This plan uses Compression, which is defined in the "Terms to Learn".

COMPENSATION STATEMENTS

- All Compensation statements (weekly commissions and monthly bonuses) are available online via **OPTAVIA** CONNECT for download by the Coach. Compensation details are also available on the **OPTAVIA** CONNECT App, the App is available for download in the App (Apple) and Google Play (Android) stores.



OPTAVIA® INTEGRATED COMPENSATION PLAN

GLOSSARY “TERMS TO LEARN”

The following are some important terms to learn regarding the **OPTAVIA** Compensation Plan:

Accelerator Assist Bonus - A matching bonus of either \$150 or \$250 paid to the Sponsor of a new **OPTAVIA** Coach who earns his/her first Coach Accelerator Bonus (CAB).

Associate Director - An **OPTAVIA** Coach who qualifies as a Senior Coach with three (3) Qualifying Points in a Monthly Bonus Period.

Bonus Qualified - An **OPTAVIA** Coach who has met the requirements to earn specific bonuses within the **OPTAVIA** Compensation Plan.

Business Coach - A Coach who enrolls, trains, and mentors **OPTAVIA** Coaches. Synonymous with “Sponsor”.

Business Leader - A Business Coach who builds Teams of Business Coaches.

Career Path - Specific and measurable accomplishments and benchmarks within the **OPTAVIA** Compensation Plan that relate to set qualifications of achievement or “ranks.”

Client - An individual who receives the support of an **OPTAVIA** Coach and orders Fuelings and other items via a Coach’s personalized website or by calling **OPTAVIA** directly.

Client Support Bonuses - Sliding scale bonus paid to Coaches who generate at least 1,200 Frontline Qualifying Volume (FQV) in a Monthly Bonus Period while supporting five (5) Ordering Entities. Client Support Bonuses are paid as a percentage of Frontline Compensation Volume (FCV) generated in a Monthly Bonus Period from 5% to 13%, depending on the Frontline Qualifying Volume.

Client Support Commissions - Flat 15% bonus paid on Level 1 orders (15% of Frontline Compensation Volume/FCV) in a Weekly Commission Period.

Coach - An individual or business entity who has purchased an **OPTAVIA** Coach Business Kit (or fulfilled the requirements in his/her home market for enrolling as a Coach) and agreed to **OPTAVIA**’s terms and conditions, including, but not limited to, the Independent **OPTAVIA** Coach Agreement. Also, base rank in the Compensation Plan. Coaches are ranked with tiers based on various qualifications, which may include Ordering Entities, FQV, GQV, Senior Coach Teams, Executive Director Teams, and FIBC Teams.

Coach Accelerator Bonus (CAB) - New **OPTAVIA** Coaches can earn \$150 when they develop at least three (3) New Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month **OR** \$250 when they develop at least five (5) New Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month. New **OPTAVIA** Coaches can earn CAB during their first three (3) months as a Coach.

Coach Consistency Bonuses - A special bonus for Coaches who demonstrate Frontline Qualifying Volume (FQV) consistency for a consecutive three month (rolling) period. Coach Consistency Bonuses are tiered (\$250, \$500, and \$1,000) based on a Coach’s Frontline Qualifying Volume performance each month in the three-month period. A minimum of 2,000 Frontline Qualifying Volume per month is required to be eligible for any Coach Consistency Bonus. Coaches are eligible to receive this bonus four (4) times in a 12-month period.

Commissionable Goods - Any products including **OPTAVIA** Fuelings, Snacks, Flavor Infusers, etc. that can be consumed. Tools, apparel, program materials, events, fees, taxes, and shipping are not Commissionable Goods, and thus not eligible for compensation.

Compensation Volume (CV) - The value assigned to any product/item in the **OPTAVIA** product portfolio for the purposes of compensation calculation. All products/items have a Compensation Volume (CV) amount which is an indexed amount, ranging from 0% to 100% of the retail price.

Compression - Any Coach in the Line of Sponsorship that fails to meet the qualification requirements for rank or bonuses are ineligible to receive certain bonuses, including Executive Director Generation Bonuses and Elite Leadership Bonuses.

Director - A Coach who qualifies as a Senior Coach with four (4) Qualifying Points (QP) in a Monthly Bonus Period.

Elite Leadership Bonuses - Bonuses paid to Coaches who qualify as National Director or higher in a Monthly Bonus Period. Paid as a percentage of Group Compensation Volume (GCV), down to the second qualified Coach at or above that rank in-depth. There are three (3) potentially overlapping Elite Leadership Bonuses available.

Executive Director - A Coach who qualifies as a Senior Coach with five (5) Qualifying Points (QP) in a Monthly Bonus Period.

Executive Director Generation Bonus - Bonus paid to Coaches who qualified as Regional Director or higher in a Monthly Bonus Period. Paid as a percentage of Group Compensation Volume (GCV) on generations of Executive Director Teams in depth.

Executive Director Team - A unique Line of Business starting with the first qualified Executive Director in depth. The first qualified Executive Director in the Line of Business qualifies the Team (Executive Director Teams DO NOT need to be personally sponsored or on a Coach’s Frontline/Level 1).

OPTAVIA® INTEGRATED COMPENSATION PLAN

GLOSSARY “TERMS TO LEARN”

Frontline - All Clients or Coaches in a Coach’s Level 1.

Frontline Qualifying Volume (FQV) - The sum of all Qualifying Volume (QV) on a Coach’s Level 1 (Frontline), excluding a Coach’s own Personal Qualifying Volume (PQV). Frontline Qualifying Volume (FQV) in a Monthly Bonus Period also determines the percentage (if any) for various monthly bonuses, including the Client Support Bonuses and Coach Consistency Bonus (if applicable).

Frontline Compensation Volume (FCV) - All of the combined Personal Compensation Volume (PCV) from orders of Commissionable Goods placed by individuals in a Coach’s Frontline (Level 1), excluding a Coach’s own Personal Compensation Volume (PCV). Commissions are paid weekly on Frontline Compensation Volume (FCV).

Fully Integrated Business Coach (FIBC) - A Business Coach who demonstrates proficiency in both Client Acquisition and support and Coach Sponsoring and Mentorship. He/she maintains Frontline Qualifying Volume (FQV) of at least 6,000, has five (5) qualified Senior Coach Teams, and has Group Qualifying Volume (GQV) of at least 15,000 in a Monthly Bonus Period.

Fully Integrated Business Coach Consistency Bonus (FIBC Consistency Bonus) - A \$1,000 bonus paid to Coaches who meet the following criteria for three (3) consecutive Monthly Bonus Periods:

- Frontline Qualifying Volume (FQV) of at least 6,000; and
 - Five (5) qualified Senior Coach Teams; and
 - Group Qualifying Volume (GQV) of at least 15,000.
- Fully Integrated Business Coaches (FIBC) are eligible to receive this bonus four times in a 12-month period.

Fully Integrated Business Coach (FIBC) Team - A Team that contains at least one qualified Fully Integrated Business Coach (FIBC).

Fully Integrated Business Leader (FIBL) - A Coach who demonstrates mastery in Team Building. He/she qualifies as a Global Director and has five (5) qualified Fully Integrated Business Coach (FIBC) Teams in a Monthly Bonus Period.

Generation - All of the Coaches and their Clients within a qualified Executive Director’s Line of Business, down to the next qualified Executive Director (or above) in depth.

Generation Compensation Volume (Gen CV) - All Compensation Volume (CV) from a qualified Executive Director’s (or higher) Team, down to the next qualified Executive Director (or higher) in depth. Generation Volume is used for the calculation of Executive Director Generation Bonuses.

Global Director - A Coach who qualifies as an Executive Director and has five (5) qualified Executive Director Teams in a Monthly Bonus Period.

Group Qualifying Volume (GQV) - The sum of all Qualifying Volume (QV) in a Coach’s organization, including their Frontline Qualifying Volume (FQV). DOES NOT include a Coach’s Personal Qualifying Volume (PQV).

Group Compensation Volume (GCV) - Total volume from all of the orders on which a Coach receives compensation, including their Frontline Compensation Volume (FCV). Group Compensation Volume (GCV) does not include a Coach’s Personal Compensation Volume (PCV).

Highest Rank Achieved - The highest rank ever achieved by a Coach in the Compensation Plan. Highest Rank Achieved used for recognition purposes only and is subject to maintenance requirements. Also known as “Recognition Title Rank” or “Title Rank.”

In-depth (or Depth) - The Clients and/or Coaches in a Coach’s business below his/her Frontline (Level 1). Depth occurs as Coaches Sponsor other Coaches and begin building Teams.

Integrated Executive Director (IED) - A Coach who has 6,000 Frontline Qualifying Volume (FQV), five (5) qualified Senior Coach Teams, and 15,000 Group Qualifying Volume (GQV) in a Monthly Bonus Period. *Also known as a Fully Integrated Business Coach (FIBC).*

Integrated Global Director (IGD) - A Coach who qualifies as an Executive Director and has five (5) qualified Fully Integrated Business Coach (FIBC) Teams in a Monthly Bonus Period. *Also known as a Fully Integrated Business Leader (FIBL).*

Integrated National Director (IND) - A Coach who qualifies as a Fully Integrated Business Coach (FIBC) and has three (3) qualified Executive Director Teams in a Monthly Bonus Period.

Integrated Presidential Director (IPD) - A Coach who qualifies as an Executive Director and has ten (10) qualified Executive Director Teams in a Monthly Bonus Period, five of which must be qualified Fully Integrated Business Coach (FIBC) Teams.

Integrated Regional Director (IRD) - A Coach who qualifies as a Fully Integrated Business Coach (FIBC) and has one qualified Executive Director Team in a Monthly Bonus Period.

Line of Business (“Team”) - A downline segment of business genealogy consisting of a qualified Senior Coach, Executive Director, OR Fully Integrated Business Coach (FIBC) that qualifies the entire Team as a Senior Coach Team, Executive Director Team, or FIBC Team. For qualification purposes, there can only be one qualified Senior Coach, Executive Director, and/or FIBC in a Line of Business (no “stacking”). A Line of Business looks downline, whereas a Line of Sponsorship looks upline.

OPTAVIA® INTEGRATED COMPENSATION PLAN

GLOSSARY “TERMS TO LEARN”

Line of Sponsorship (“Upline”) - The lineage of Coaches from an individual to his/her Coach (Sponsor), connected to the next upline Coach and so forth until reaching Top of Tree. A Line of Sponsorship looks upline, whereas a Line of Business looks downline.

Manager - A Coach who qualifies as a Senior Coach with two (2) Qualifying Points (QP) in a Monthly Bonus Period.

Monthly Bonus Period - Period for which rank qualifications and monthly bonuses are calculated. Begins at 12:00 AM PST on the first calendar day of the month and ends at 11:59 PM PST on the last calendar day of the month.

National Director - A Coach who qualifies as an Executive Director and has three (3) qualified Executive Director Teams in a Monthly Bonus Period.

New Client - Someone who has never placed an order through an **OPTAVIA** Coach or with **OPTAVIA**.

New Coach - Someone who has never purchased an independent **OPTAVIA** Coach Business Kit.

Ordering Entity - Any Frontline/Level 1 Client or Coach with positive Personal Qualifying Volume (PQV) in a Monthly Bonus Period or a Coach Team with positive Group Qualifying Volume (GQV) in a Monthly Bonus Period.

Personal Compensation Volume (PCV) - The combined Compensation Volume (CV) for an individual in the given period (weekly or monthly). Personal Compensation Volume is NOT included in a Coach's Frontline Compensation Volume (FCV) or Group Compensation Volume (GCV) since a Coach is always considered to be a Client of his/her sponsor. Coaches (and any applicable Co-Applicant) DO NOT receive compensation for their personal orders or on their own PCV at all.

Personal Qualifying Volume (PQV) - The sum of the Qualifying Volume (QV) for an individual account in the given period (weekly or monthly). Personal Qualifying Volume (PQV) is not included in a Coach's Frontline Qualifying Volume (FQV) or Group Qualifying Volume (GQV), since a Coach is always considered to be a Client of his/her Sponsor. Coaches (and any applicable Co-Applicant) DO NOT receive credit for their personal orders or on their own PQV at all.

Presidential Director - A Coach who qualifies as an Executive Director and has ten (10) qualified Executive Director Teams in a Monthly Bonus Period.

Qualified - When a Coach meets all criteria for a specific rank or bonuses in the current Monthly Bonus Period.

Qualified Rank - A Coach will be paid in any Monthly Bonus Period based on the rank criteria they have achieved in that Monthly Bonus Period. Qualified rank is determined by actual performance for the month closing. E.g. Title rank in May = Global Director. Criteria met in May = Integrated National Director. Qualified rank in May (paid 15th June) = Integrated National Director.

Qualifying Point (QP) - A unit of measurement for qualification. As a Coach generates more Frontline Qualifying Volume (FQV) or Sponsors and grows Teams of qualified Senior Coaches, he or she becomes eligible to earn more Qualifying Points (QP). One (1) point is awarded for:

- Every 1,200 in Frontline Qualifying Volume (FQV); or
- Every qualified Senior Coach Team

Qualifying Volume (QV) - The volume amount assigned to an item to determine rank and bonus qualification. Qualifying Volume (QV) is used to standardize the duplication model across market variations while ensuring that the level of effort for qualification remains the same across markets.

Recognition Title Rank - The highest rank a Coach has achieved in the Compensation Plan. Title rank is used for recognition purposes only. Recognition Title Rank is subject to maintenance requirements. Synonymous with Highest Rank Achieved or Title Rank.

Regional Director - Coach who qualifies as an Executive Director and has one (1) qualified Executive Director Team in a Monthly Bonus Period.

Senior Coach - A Coach who has at least 1,200 Group Qualifying Volume (GQV) in a Monthly Bonus Period from five (5) ordering entities.

Senior Coach Team - A unique Line of Business starting with the first qualified Senior Coach in depth. The first qualified Senior Coach in the Line of Business qualifies the team. (Senior Coach Teams DO NOT need to be personally sponsored or on a Coach's Frontline/Level 1).

Team Growth Bonuses - Additional incremental bonuses available to those who qualify as Senior Coach or higher in a Monthly Bonus Period and have Coaches with volume on their Team. Paid as incremental percentages of the Coach in depth's Group Compensation Volume (GCV) based on qualifying rank (both Coach and Team) down to the next qualifying Senior Coach or higher. Team Growth Bonuses are not paid on Frontline Compensation Volume (FCV) (covered in Client Support Bonuses) or Executive Director Teams (covered in Generation Bonuses).

Weekly Commission Period - Period for which Client Support Commissions are calculated. Begins at 12:00 AM PST on Monday and ends at 11:59 PM PST on Sunday.

OPTAVIA® INTEGRATED COMPENSATION PLAN - QUICK SHEET

VOLUME TYPES	
Commissions and Bonuses are calculated on Compensation Volume (CV)	Rank and Bonus qualifications are determined by Qualifying Volume (QV)

OPTAVIA COACH COMPENSATION

Compensation for welcoming & supporting frontline Clients.

CLIENT SUPPORT COMPENSATION						
FRONTLINE QUALIFYING VOLUME (FQV)	<1,200	1,200	2,400	3,600	4,800	6,000
CLIENT SUPPORT COMMISSIONS	15%	15%	15%	15%	15%	15%
CLIENT SUPPORT BONUS (MIN. 5 ORDERING ENTITIES)	N/A	5%	7%	9%	11%	13%
TOTAL MAXIMUM CLIENT SUPPORT COMPENSATION	15%	20%	22%	24%	26%	28%

COACH CONSISTENCY BONUS *(Rolling 3 months)*

2,000 FQV/MO MINIMUM	4,000 FQV/MO AVERAGE	6,000 FQV/MO AVERAGE
\$250	\$500	\$1,000

FIRST THREE (3) MONTHS COACH ACCELERATOR BONUS (CAB)

Earn \$150 by developing at least three (3) New Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month; OR

Earn \$250 by developing at least five (5) new Frontline Clients who each order at least 275 Personal Qualifying Volume (PQV) in a month.

BUSINESS COACH COMPENSATION

Compensation for mentoring **OPTAVIA** Coaches and building teams.

ACCELERATOR ASSIST BONUS

Help a personally sponsored Coach earn his/her first **Coach Accelerator Bonus (CAB)** and you will earn a matching Accelerator Assist Bonus of similar amount (\$150 or \$250).

RANK ADVANCEMENT TO EXECUTIVE DIRECTOR

Qualifying Point definition:

- 1 point for every 1,200 in **Frontline Qualifying Volume (FQV)**
- 1 point for every qualified Senior Coach Team

RANK	QUALIFICATIONS
COACH	LESS THAN 1,200 GQV AND 5 ORDERING ENTITIES
SENIOR COACH	1,200 GQV AND 5 ORDERING ENTITIES
MANAGER	QUALIFIED SC WITH 2 QUALIFYING POINTS
ASSOCIATE DIRECTOR	QUALIFIED SC WITH 3 QUALIFYING POINTS
DIRECTOR	QUALIFIED SC WITH 4 QUALIFYING POINTS
EXECUTIVE DIRECTOR	QUALIFIED SC WITH 5 QUALIFYING POINTS

OPTAVIA® INTEGRATED COMPENSATION PLAN - QUICK SHEET

BUSINESS COACH COMPENSATION

TEAM GROWTH BONUS *(Paid on volume below Frontline/Level 1)*

TEAM GROWTH BONUSES (PAID ON LEVEL 2 AND BELOW)		QUALIFIED RANK				
		SENIOR COACH	MANAGER	ASSOCIATE DIRECTOR	DIRECTOR	EXECUTIVE DIRECTOR
TEAM RANK	COACH	4%	6%	8%	10%	12%
	SENIOR COACH		2%	4%	6%	8%
	MANAGER			2%	4%	6%
	ASSOCIATE DIRECTOR				2%	4%
	DIRECTOR					2%
	EXECUTIVE DIRECTOR					COVERED IN EXECUTIVE DIRECTOR GENERATION BONUSES

FULLY INTEGRATED BUSINESS COACH (FIBC) CONSISTENCY BONUS

Earn \$1,000 every rolling three (3) month period that you qualify as a **Fully Integrated Business Coach (FIBC)** with 6,000 or more **Frontline Qualifying Volume (FQV)**, five (5) or more qualified Senior Coach Teams, and 15,000 or more in **Group Qualifying Volume (GQV)** for three (3) consecutive months.

BUSINESS LEADER COMPENSATION

Compensation for advanced team building and leadership development.

EXECUTIVE DIRECTOR GENERATION BONUS

To qualify for any Business Leader Compensation, you must be a qualified Regional Director or higher. The table below displays the percentage earned on each Executive Director Generation. Bonuses are paid as a percentage of the Executive Director's Group Compensation Volume, down to the next Executive Director in-depth (next generation).

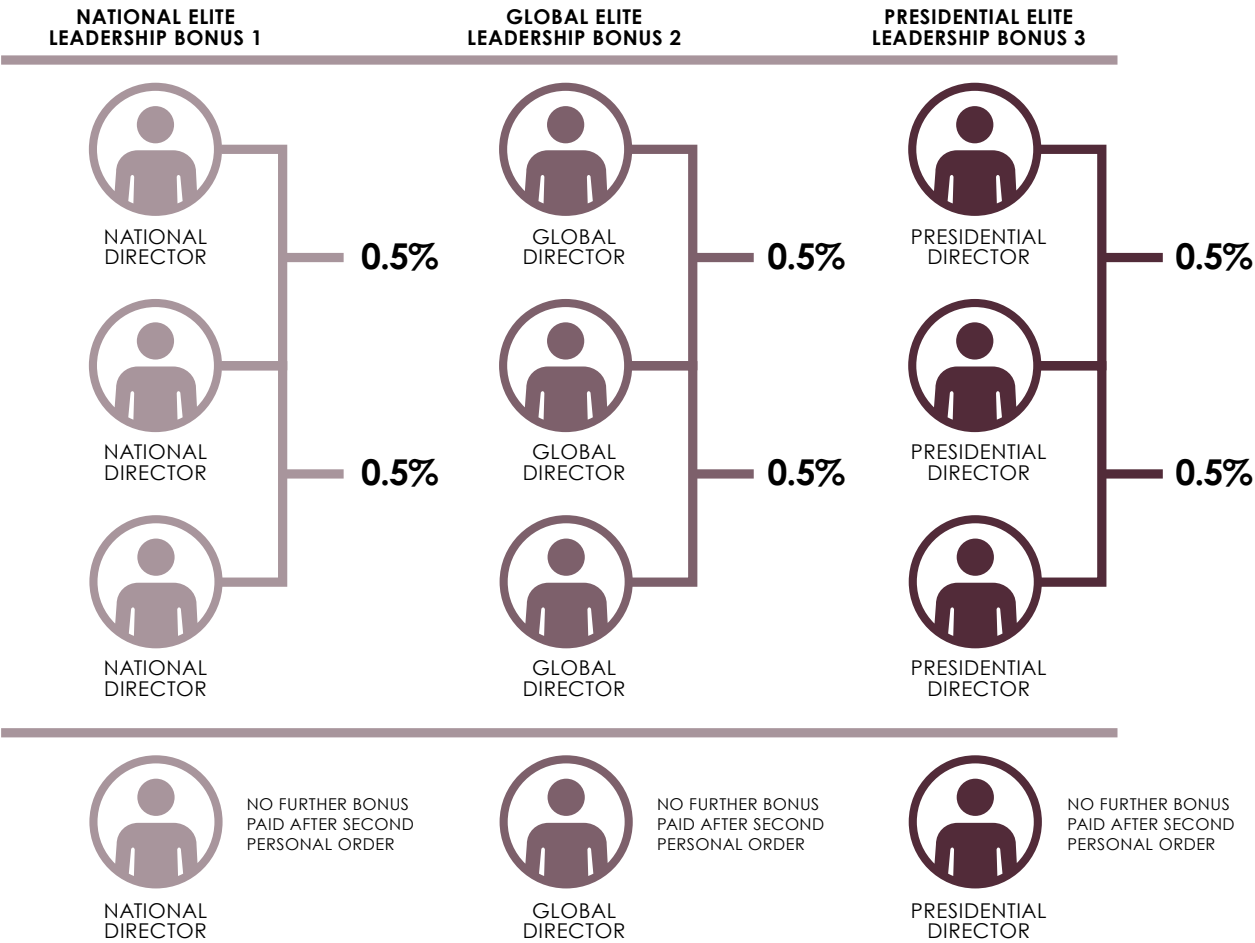
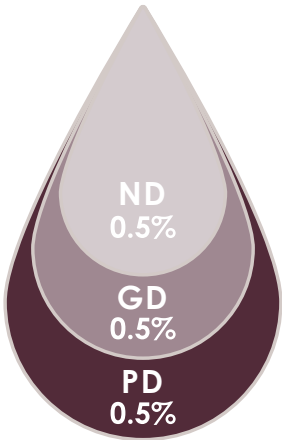
		QUALIFIED RANK						
		REGIONAL DIRECTOR	INTEGRATED REGIONAL DIRECTOR	NATIONAL DIRECTOR	INTEGRATED NATIONAL DIRECTOR	GLOBAL DIRECTOR	INTEGRATED GLOBAL DIRECTOR	PRESIDENTIAL DIRECTOR
GENERATIONS OF TEAMS	1	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	2		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	3				2%	2%	2%	2%
	4					2%	2%	2%
	5						1.5%	1.5%
	6							1.5%

OPTAVIA® INTEGRATED COMPENSATION PLAN - QUICK SHEET

BUSINESS LEADER COMPENSATION

ELITE LEADERSHIP BONUSES

Elite Leadership Bonuses are paid to qualified National Directors and higher for their role in directing and overseeing large **OPTAVIA** organizations. As a qualified National Director (or higher), you earn 0.5% (half of one percent) on your entire business down to the second qualified National Director (or higher) in a team. The **Personal Compensation Volume (PCV)** of the second National is included in your compensation; however their **Group Compensation Volume (GCV)** is not included in this bonus. Global and Presidential Elite Leadership Bonuses are similarly paid down to the second Global or Presidential Director in a Team.



OPTAVIA® INTEGRATED COMPENSATION PLAN - AT A GLANCE

OPTAVIA COACH COMPENSATION (CLIENT SUPPORT)									
	LESS THAN 1,200 FRONTLINE QUALIFYING VOLUME (FQV)	MINIMUM 1,200 FQV	MINIMUM 2,400 FQV	MINIMUM 3,600 FQV	MINIMUM 4,800 FQV	MINIMUM 6,000 FQV	MINIMUM 2,000 FQV/MO FOR 3 CONSECUTIVE MONTHS	AVERAGE 4,000 FQV/MO FOR 3 CONSECUTIVE MONTHS	AVERAGE 6,000 FQV/MO FOR 3 CONSECUTIVE MONTHS
CLIENT SUPPORT COMMISSIONS	15%	15%	15%	15%	15%	15%			
CLIENT SUPPORT BONUSES (MIN. 5 ORDERING ENTITIES)	N/A	5%	7%	9%	11%	13%			
TOTAL CLIENT SUPPORT COMPENSATION	15%	20%	22%	24%	26%	28%			
COACH CONSISTENCY BONUS							\$250	\$500	\$1,000
COACH ACCELERATOR BONUS (CAB)	NEW OPTAVIA COACHES CAN EARN \$150 BY DEVELOPING AT LEAST 3 NEW CLIENTS EACH WITH 275 PQV OR \$250 BY DEVELOPING AT LEAST 5 NEW CLIENTS EACH WITH 275 PQV WITHIN A MONTH DURING THEIR FIRST THREE (3) MONTHS AS A NEW COACH.								

BUSINESS COACH/BUSINESS LEADER COMPENSATION (TEAM BUILDING AND LEADERSHIP DEVELOPMENT)															
	COACH	SENIOR COACH	MANAGER	ASSOCIATE DIRECTOR	DIRECTOR	EXECUTIVE DIRECTOR	INTEGRATED EXECUTIVE DIRECTOR	REGIONAL DIRECTOR	INTEGRATED REGIONAL DIRECTOR	NATIONAL DIRECTOR	INTEGRATED NATIONAL DIRECTOR	GLOBAL DIRECTOR	INTEGRATED GLOBAL DIRECTOR	PRESIDENTIAL DIRECTOR	INTEGRATED PRESIDENTIAL DIRECTOR
ORDERING ENTITIES	<5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
MINIMUM FRONTLINE QUALIFYING VOLUME (FQV)							6,000		6,000		6,000				
MINIMUM GROUP QUALIFYING VOLUME (GQV)	<1,200	1,200					15,000		15,000		15,000				
QUALIFYING POINTS			2	3	4	5	5	5	5	5	5	5	5	5	5
QUALIFIED SC TEAMS							5		4		2				
QUALIFIED ED TEAMS								1	1	3	3	5		10	5
QUALIFIED FIBC TEAMS													5		5

ALL RANKS – ONE QUALIFYING POINT IS AWARDED FOR: EVERY 1,200 IN FRONTLINE QUALIFYING VOLUME (FQV) A COACH GENERATES OR EVERY QUALIFIED SENIOR COACH TEAM.

ELIGIBLE BONUSES															
TEAM GROWTH BONUS (MAX %)		4%	6%	8%	10%	12%	12%	12%	12%	12%	12%	12%	12%	12%	12%
FIBC CONSISTENCY BONUS*							\$1,000		\$1,000		\$1,000				
# OF ED GENERATIONS PAID ON IN-DEPTH								1	2	2	3	4	5	5	6
LEADERSHIP BONUSES EARNED										NATIONAL	NATIONAL	NATIONAL GLOBAL	NATIONAL GLOBAL	NATIONAL GLOBAL PRESIDENTIAL	NATIONAL GLOBAL PRESIDENTIAL
ACCELERATOR ASSIST BONUS	BUSINESS COACH/SPONSOR OF A NEW OPTAVIA COACH CAN EARN A ONE TIME MATCHING BONUS OF EITHER \$150 OR \$250 WHEN HIS/HER NEW OPTAVIA COACH EARNS HIS/HER FIRST COACH ACCELERATOR BONUS (CAB).														

Appendix I - U.S.A. List Of **OPTAVIA** Trademarks*

4 & 2 & 1 Plan®

5 & 1 Plan®

Agents of Transformation®

Flavors of Home®

Habits of Health®

Healthy Habits for All®

Lifelong Transformation, One Healthy Habit at a Time®

Lifelong Transformation, Making a Healthy Lifestyle Second Nature™

Lean & Green™

Optavist™

OPTAVIA®

OPTAVIA ACTIVE®

OPTAVIA Lean & Green™

Optimal Health 3 & 3 Plan®

Optimal Weight 4 & 2 & 1 Plan®

Optimal Weight 5 & 1 Plan®

Optimal Health 3 & 3 ACTIVE Plan®

Optimal Weight 4 & 2 ACTIVE Plan®

Optimal Weight 5 & 1 ACTIVE Plan®

We make healthy eating second nature®

*This list is not complete and is subject to update at any time at the discretion of the Company. For a complete list of Intellectual Property and trademarks, please email the Compliance Department.

APPENDIX J - BUSINESS ENTITY ADDENDUM - U.S.

This Business Entity Addendum (“Addendum”) is being submitted by the partners/members (“Participants”) of the business entity _____, with an address at _____.
(Insert the Business entity name, e.g., “ABC, LLC”)

Please note that it is mandatory for the Participants to provide the below referenced information. If you do not provide such information, you will not be able to register your business entity with the Company. This Addendum must also designate the “Primary Participant” of the **OPTAVIA** Coach Business. The Primary Participant is an authorized agent of the business entity listed above and has been formally authorized to sign and execute contracts on its behalf. The Company may rely and act upon any information provided to it by the Primary Participant. In addition, all other Participants in the business entity (i.e., members, partners, directors, officers, shareholders, or other positions), must be listed and provide certain information below. With respect to a Business Entity, each Participant and every Affiliated Party, as that term is defined in the Policies, is also bound by, and must comply with, the Independent **OPTAVIA** Coach Agreement and all terms and conditions contained therein, including but not limited to the **OPTAVIA** Policies.

By signing below, the Participants are affirming that:

- 1. You do not own, operate or control or have any interest in any other **OPTAVIA** Coach business (unless previously authorized by the Company in writing);
- 2. You have a valid Social Security Number or Federal Tax ID Number;
- 3. You have legal residence in the United States, a U.S. territory or U.S. military base; and
- 4. You agree to all the terms and conditions of the Independent **OPTAVIA** Coach Agreement located at <https://OPTAVIAMEDIA.com/pdf/terms-conditions/OPTAVIA-Policies.pdf>.

Primary Participant Information: *Please list the individual’s name and other information, e.g., “Jane Doe”.*

Name	Email Address
_____	_____
Title (if applicable)	Primary Participant Address
_____	_____
Date of Birth (mm/dd/yyyy)	Date (mm/dd/yyyy)
_____	_____
Telephone Number	Signature
_____	_____

Other Participants Information (please include additional sheets if necessary):

Name	Email Address
_____	_____
Title (if applicable)	Primary Participant Address
_____	_____
Date of Birth (mm/dd/yyyy)	Date (mm/dd/yyyy)
_____	_____
Telephone Number	Signature
_____	_____

Name	Email Address
<hr/>	<hr/>
Title (if applicable)	Primary Participant Address
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Date of Birth (mm/dd/yyyy)	Date (mm/dd/yyyy)
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Telephone Number	Signature
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Name	Email Address
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Title (if applicable)	Primary Participant Address
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Date of Birth (mm/dd/yyyy)	Date (mm/dd/yyyy)
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Telephone Number	Signature
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Name	Email Address
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