Thank you for choosing BodybyBunch. This program is designed to provide you with the education and strategies needed to make lasting healthy lifestyle and mindset changes that will help you achieve and maintain your goals. During the intake process, you will provide Lane Bunch (your coach) with detailed information about you, your current lifestyle, any medical issues/ concerns, any nutrition and weight-related struggles you've encountered, and current eating patterns so that your coach can learn as much as possible about you.

Your coach will begin working with you using a client-centered, education-based, and motivation-driven platform. This means your coach will work collaboratively with you to explore your nutrition and workout program, brainstorm resources, education, and solutions, and help you set achievable goals. Your coach will use a variety of education-based and motivational techniques to learn more about you and assist you along the journey to reaching your goals as you work together.

Please note that Lane Bunch is not a physician, psychologist, dietitian, or psychiatrist. The work performed with your coach is meant to provide you, the client, with the education, motivation, and lifestyle skills required to reach your goals and maintain those goals for the long term. It is not meant to diagnose, treat, or cure illness, disorder, or disease. Lane Bunch focuses on using healthy nutrition and lifestyle habits to promote overall wellness and disease prevention by adding personal responsibility and self-advocacy for overall health. While you, the client, will generally experience greater health and wellness as a result of working with your coach and embracing a healthier attitude, lifestyle, and nutrition habits, Lane Bunch can make no promise or guarantee protection from future illness.

This coaching package, to ensure that you, the client, are given every opportunity to make progress towards your goals, has been set as a *month-to-month recurring* package. This does not guarantee that full results will be achieved in that time, or any time, as results are 100% determined by you, the client's, participation in the program. Individual results may vary as all coaching interactions are 100% individualized to each and every client. Additionally, once you sign this agreement, you, the client, are entering into an agreement to pay for the coaching package you have selected, even if you, the client, decide to no longer partake in the coaching during the agreed-upon time frame.

Once the agreement has been fulfilled, all requests to cancel services must be made 30 days in advance. Additionally, BodyByBunch requires all cancellation requests be done over the phone or in person.

\* This means if you don't wanna be charged again after our phone call, it needs to be done before the last payment of the agreement.

Please note, that no refunds will be given once the agreement has been signed and coaching has begun.

I thank you again for choosing BodybyBunch to help you achieve your goals! By signing below, you acknowledge that you understand that Lane Bunch is a health/nutrition coach and not a physician and that you should see a qualified medical professional if you think you have a medical condition. Lane Bunch will not be held liable for failure to diagnose or treat an illness, nor will Lane Bunch be liable for failure to prevent future illness. Additionally, you agree to provide your coach with a complete and accurate account of any medical conditions that you may have and any medications that you are currently taking.

## BodybyBunch HEALTH ACKNOWLEDGMENT AND MEMBERSHIP AGREEMENT HEALTH ACKNOWLEDGEMENT

I, a member of BodybyBunch, acknowledge that I do not have any health conditions below that would prevent me from participating/enrolling in the BodybyBunch Nutrition Plans ("Monthly Nutrition Plans") online. If you have a severe allergy to corn, corn products, gluten, milk, soy, wheat, peanuts, or tree nuts; require a special diet (vegan, kosher, or halal); have celiac disease; are being treated with hemodialysis; are currently being treated for anorexia/bulimia; are pregnant or breastfeeding or have had a baby within the last 6 weeks; or are an adolescent (under 18 years old) you may receive modified Monthly Nutrition Plans and should consult your physician or a health care provider before taking part in the Monthly Nutrition Plans. If you have an allergy to fish, garlic, onion, or yeast, you may enroll; however, you will also receive modified Monthly Nutrition Plans. If you have other allergies, you may enroll but it is important to disclose all allergies prior to the Monthly Meal Plans being assigned. I understand I am responsible for disclosing all allergies to BodybyBunch and checking the ingredients for all items prior to purchasing or consuming. I understand that BodybyBunch IS NOT RESPONSIBLE for any reactions or side effects of allergies or conditions, either disclosed or undisclosed. I also acknowledge that I do not have any other health condition noted above that would prevent me from enrolling in the Monthly Nutrition Plans. I also acknowledge that if I have any other health conditions or am taking any prescribed medications I will discuss the following with my physician prior to starting the menu plan: my ability to participate in the Monthly Nutrition Plans, my ability to engage in moderate physical activity and activities of daily living or my need to modify your medication dosage, particularly if I take blood pressure or diabetes medications. If you

have diabetes and are taking insulin, you may enroll in BodybyBunch only if you: regularly monitor your blood glucose and know how to manage changes in your blood glucose; regularly visit your doctor or health educator for diabetes management; do not have severe diabetes complications (foot ulcers, nerve, eye or kidney disease); will share BodybyBunch Monthly Nutrition Plans information with your doctor, prior to starting the meal plan, in order to decide if the Monthly Nutrition Plans is for you, how to reduce your insulin and/or modify your glucose goals; and will consult your doctor during your Monthly Nutrition Plans regarding the need to modify your medication(s) due to changes in your weight, calorie level and/or health condition. I also acknowledge that I am responsible for my own health, will regularly consult my doctor regarding the need to modify medications and/or my level of physical activity, and will inform him/her if I experience changes in my health condition during the course of my Monthly Nutrition Plans. BodybyBunch staff is not healthcare professionals; all medical management questions will be referred to your doctor.

I agree to enroll in the BodybyBunch Monthly Nutrition Plans for the membership term as outlined in Section 2 below ("Monthly Nutrition Plans"). I understand that none of BodybyBunch, its Monthly Nutrition Plans, consulting advice, or products is a substitute for medical advice, diagnosis, or treatment and that BodybyBunch is not a medically licensed service or facility. I understand that BodybyBunch is not providing me with any medically necessary Monthly Nutrition Plans, treatment, or advice and that much of the success of the Monthly Nutrition Plans will depend on my efforts. I also understand that there are no guarantees or assurances that the Monthly Nutrition Plans will be successful except as otherwise represented by a current advertisement or special offer. My enrollment in the Monthly Nutrition Plans is effective and will commence upon the acceptance of this Agreement, will last for the term that I am purchasing (the "Term"), and will continue until it expires as listed below. I acknowledge that this Agreement includes a binding arbitration provision and Class Action Waiver in Section 9 which affects my legal rights, and a prior express consent to call/text provision in Section 5. By accepting this Agreement, I acknowledge I have read those sections carefully.BodybyBunch Memberships Features: Learn how to eat healthy, portion control, and fuel your body to perform and look the way you want. Nutrition Plans tailored to you and your goals based on the questionnaire you fill out AFTER completing your purchase. Calories, Macros, and Meals are assigned to you for clear direction on what to eat and when to eat it. Grocery shop, cook and eat. Let us do the thinking. Substitute a food list to tailor your plan to better fit your taste and your daily routine. 24/7 communication and support from your Nutrition Coach and Facebook Community of BodybyBunch Members to help you be more accountable and be part of a team Price. The price varies based on the length of the commitment. Prior Express Consent to Call/Text and Privacy and Use of Personal Information. By providing your contact

information You authorize BodybyBunch to use this information to provide and personalize your membership services, including appointment reminders and consulting support: to provide You with access to your account information; and to communicate news, promotional offers, and discounts. We may communicate to You via email, mail, telephone, or text message, including after your membership ends. Standard message and data rates may apply. By signing this Agreement, You agree to be contacted by BodybyBunch and/or its agents via an automatic telephone dialing system and/or artificial or prerecorded voice, for any purpose, including marketing, at any number you have provided. You understand you are not required to provide such consent as a condition of receiving any good or service. BodybyBunch will take all steps necessary to ensure that privacy principles and requirements with respect to your personal information are followed under applicable state and federal laws. I represent and warrant that I am in good health and am able to participate in the Monthly Nutrition Plans. I acknowledge that any questions concerning my health and my ability to participate in the Monthly Nutrition Plans have been discussed with my physician or will be discussed with my physician before I participate. I acknowledge that I am responsible for my own health and will inform my physician and my BodybyBunch consultant if I experience any changes in my health while I participate in the Monthly Nutrition Plans. I will inform my BodybyBunch consultant of all prescription medications, non-prescription medications, diet aids, supplements that I am taking, and any changes in dosage. I acknowledge and understand that employees of BodybyBunch are not healthcare practitioners or professionals and do not possess the skill or authority to diagnose, recognize or treat individual health or medical issues. I acknowledge that my failure to follow the Monthly Nutrition Plans protocols and eat the food and supplements recommended to me through the Monthly Nutrition Plans may impact my individual results. Cancellation and Refund Policy. I understand that I can cancel this Agreement at any time without penalty during the period that ends at midnight the third business day after I accept it, or later if required by law, as described below. I understand that if I cancel the Agreement any time after the 3-day cancellation period expires, any amounts paid in advance and any amounts still outstanding for the membership, including my first month's Monthly Membership Payment, are still due and non-refundable. Cancellation Rights Due to Death, Disability. In addition to the 3-day cancellation right set forth below, you or your legal representative may cancel this Agreement: (i) in the event of your death or disability, (ii) in the event BodybyBunch goes out of business, (iii) in the event BodybyBunch materially changes the services promised in this Agreement, or (iv) you are called to active duty by any branch of the U.S. military. If you are permitted to cancel this Agreement and have prepaid for membership services, the prepaid amount that is allocable to services that you have not received shall be refunded to you on a prorated basis within 10 business days. Cancellation requests in accordance with this Section shall be made in writing and delivered to the address of

BodybyBunch. NOTICE TO BUYER/BUYER'S RIGHT TO CANCEL. I understand that I have the right to cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the date of this Agreement, or later if required by law. We do not provide refunds or credits for any partial-month or new membership periods. To cancel, please message the BodybyBunch Coaches via your chat feature in the app "My PT Hub". You may also mail or deliver a signed and dated notice, which states that You are canceling this Agreement or words of similar effect. Cancellation must be postmarked by midnight of the third business day following the date You signed this Agreement. Your refund, if any, shall be sent to You within 10 days following BodybyBunch's receipt of Your cancellation notice. Term, Termination, and Renewal. The Term of this Agreement varies and can be month to month, 3 months, 6 months, and 12 months. You may terminate this Agreement without penalty at any time after your commitment length has been completed; provided that, You will not receive a prorated refund for the current Term. To cancel, you must schedule a call with BodybyBunch to process your cancellation. Upon termination or expiration of this Agreement, Your right to use member benefits will end at the end of the current Term and BodybyBunch may deny You access to any BodybyBunch website and social media group pages unless You restart your BodybyBunch Membership (on then-current terms) or purchase an alternative plan being offered. You also may terminate this Agreement at any time if BodybyBunch breaches this Agreement or fails to comply with any Membership policies. ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER. You agree that any and all claims arising from or relating to this Agreement and/or the relationship between you and BodybyBunch shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes but is not limited to claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, BodybyBunch, and others providing or receiving any product or service related to this Agreement or your membership or relationship withBodybyBunch. A single Arbitrator shall decide all claims and shall render a final, written decision. You agree that the dispute shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with the FAA and AAA Rules of Commercial Arbitration, which may be found at www.adr.org. Unless otherwise agreed by the parties, the arbitration shall take place in the state where the Agreement is signed and the substantive law of that state shall apply, except that this arbitration provision shall be governed by the FAA. Each party to the arbitration shall pay its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. Nothing in this provision shall be construed to prevent the parties from agreeing to have any disputes, where eligible, adjudicated in a small claims court. CLASS ACTION WAIVER. YOU AGREE THAT YOU WILL RESOLVE ANY DISPUTE ARISING OUT OF THIS

AGREEMENT ON AN INDIVIDUAL BASIS. ANY CLAIMS BROUGHT UNDER THIS AGREEMENT MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS THE PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS ACTION. COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT ALSO PREVENTS YOU FROM PARTICIPATING IN AN EXISTING CLASS ACTION BROUGHT BY ANY OTHER PARTY. General Provisions. The Monthly Nutrition Plans options described above are offered through the BodybyBunch website. This Agreement shall be governed by the law of the state of Texas. If a court of competent jurisdiction declares any part of this Agreement invalid, it will not invalidate the remaining parts, which will continue unaffected. If BodybyBunch does not enforce its rights in this Agreement for any reason, Facts over Fads does not waive its right to enforce such rights at a later date. The terms "I," "You," "BodybyBunch" and "party" or "parties" as used herein, include heirs, estates, and permitted assignees of each party, and each party makes this Agreement on behalf of and agrees that it binds, all these included persons and entities. You acknowledge that neither BodybyBunch nor any other person has made any representation or promise to You upon which You relied that is not stated in this Agreement or any of the Monthly Nutrition Plans documents provided to You and incorporated by reference herein. This Membership is personal to You and may not be transferred to another person. This Agreement and any Monthly Nutrition Plans documents provided to You constitute the entire Agreement between You and BodybyBunch and replace any prior oral or written agreements. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL, OR OTHER BUSINESS PROFITS. Results are not guaranteed and are up to You.

- \*I have agreed upon the Monthly recurring price of \$150 dollars.
- \*I have read and understand the Health Acknowledgement and Membership Agreement
- \*I have carefully read this Coaching Agreement and fully understand its contents. I am aware that this is an agreement to payment and release and waiver of liability and sign it knowingly and of my own free will.
- \*By signing below you are agreeing that you are COMPLETELY liable for this nutrition/workout plan, and fulfillment of the subscription term you chose, and BodybyBunch is NOT responsible for any adverse reactions you did not list on this form.