



PRODUCT SUBMISSION FORM

Date: _____

Name: _____

Phone: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Fax: _____

Email: _____

Product Name and Description:

What are your product's unique selling points, features and benefits? Does your product solve a specific problem or target any specific area? If so, please explain further.

What are your product's strongest claims?



What is the target demographic for your product?

What makes your product different from the competition?

Is your product currently on the market? If so, what is the scope of distribution?

Is the product currently being manufactured? If so, what is the monthly manufacturing capacity?

Where is the product manufactured (list name and location)?

What is the lead-time for product manufacturing?

What are the estimated manufacturing costs?

If your product is not currently manufactured do you have a prototype? _____

Is the product patented? _____



If you have a name for the product, is it trademarked? _____

What is the name of the product? _____

Have you conducted test groups using this product? _____

Do you have testimonials and/or before and after photos related to this product's use? If so, please describe.

Do you have a spokesperson for your product that would consider appearing on camera? If so, please list their name and credentials. If available, please provide a DVD of their previous performances.

Do you have any promotional materials? _____

If so, please include these (i.e. magazine and newspaper articles, TV clips, press kit) in the materials you send to us.

How did you hear about Beachbody?

Do you have any additional comments?



PRODUCT SUBMISSION AGREEMENT

By signing below, the Undersigned (hereinafter, "You" or "Undersigned") represent, acknowledge and agree as follows:

1. You represent that any material which you submit will be (i) original with you and that no other person has an interest therein or claim thereto, or (ii) that you will have sufficient rights in and to the material so that your submission to Beachbody, LLC ("Beachbody") will not violate the rights of any third party.
2. YOU ACKNOWLEDGE THAT BEACHBODY AND ITS AFFILIATED AND SUBSIDIARY COMPANIES ARE NOT RECEIVING YOUR SUBMISSION OR DISCLOSURE IN CONFIDENCE AND THAT NO DISCLOSURE MADE BY YOU TO BEACHBODY WILL ESTABLISH OR CREATE A CONFIDENTIAL RELATIONSHIP BETWEEN YOU AND BEACHBODY, SUBSIDIARY COMPANIES OR BEACHBODY EMPLOYEES AT ANY TIME.
3. Beachbody does not undertake to maintain in secrecy any suggestion or material submitted.
4. Your submission does not obligate Beachbody to pursue your product or pay any consideration for any use of your ideas, nor does your submission obligate Beachbody in any other way whatsoever.
5. Since you acknowledge that Beachbody is not receiving your submission in confidence and subject to paragraph 6 below, Beachbody and its entities are free to use for any purpose whatsoever any ideas, concepts, know-how or techniques contained in any communication or submission to you.
6. All of your rights and remedies arising out of a disclosure made to Beachbody, or the use thereof by Beachbody, shall be limited exclusively to any rights and remedies, as may now, or in the future, be accorded to you under applicable United States patent, copyright and other intellectual property laws. Neither acceptance nor consideration nor use of the submitted material by Beachbody shall in any way impair its right to contest the validity of any patent, trademark, service mark or copyright that may have been, or may hereafter be, issued on, or obtained for, the subject matter of the disclosure or any portion thereof.
7. All other claims you may have of any nature whatsoever arising out of any disclosure you may make to Beachbody or any affiliated or subsidiary companies are hereby waived.
8. Beachbody accepts no responsibility for the safe arrival, handling or return of any submitted material.

**BEACHBODY, LLC
PRODUCT SUBMISSION FORM
FOR BEACHBODY USE ONLY**



CONFIDENTIAL

9. These conditions of submission contain the entire understanding between you and Beachbody and may not be modified or waived except in writing signed by the General Counsel or CEO of Beachbody.

Name: _____

Signature: _____

Date: _____

Please return this completed form along with a sample of your product to:

Beachbody Product Submissions

ATTN: Jonathan Gelfand

Senior Vice President, Business Development and General Counsel

3301 Exposition Boulevard, 3rd Floor

Santa Monica, CA 90404

Once we have received all the requested and necessary items, we will begin our evaluation. Please note any prototypes, products or related materials cannot be returned to you.