

# Policies and Procedures-New Zealand

EFFECTIVE 20 MARCH 2023

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## SECTION 1 – PURPOSES OF LIFEVANTAGE POLICIES AND PROCEDURES

LifeVantage New Zealand Limited, its parent and affiliated corporate entities (hereinafter, “**LifeVantage**” or “**Company**”) has developed the following guidelines to assist the Company and its LifeVantage Consultants mutually succeed in their relationship. The LifeVantage Policies and Procedures provide the following benefits:

- 1) Protect the rights of all LifeVantage Consultants by providing a framework within which each LifeVantage Consultant may work in an ethical, effective, and secure manner;
- 2) Provide an equal and level playing field of opportunity to all LifeVantage Consultants;
- 3) Define the contractual relationship between LifeVantage and its LifeVantage Consultants; and
- 4) Inform LifeVantage Consultants regarding compliance issues and regulatory requirements that LifeVantage requires all LifeVantage Consultants to understand as we work together in promoting the LifeVantage products and opportunity..

## SECTION 2 – INTRODUCTION

### 2.1 – Incorporated into LifeVantage Consultant Agreement

The LifeVantage Policies and Procedures (the “**Manual**” or the “**P&Ps**” in their present form and as amended from time to time are incorporated into, and form an integral part of, the LifeVantage Consultant Agreement (the “**LifeVantage Consultant Agreement**” or “**Agreement**”). Throughout the P&Ps, when the term “**Agreement**” is used, it collectively refers to the LifeVantage Consultant Application and Agreement, these P&Ps, the LifeVantage Compensation Plan (the “**Compensation Plan**”), the LifeVantage Virtual Office Agreement (Back Office Agreement), the LifeVantage Privacy Policy and Website Use Agreement and any applicable applicable business forms. These documents are incorporated by reference into the LifeVantage Consultant Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning specified in Section 18 of the P&Ps. It is the responsibility of each LifeVantage Consultant to read, understand, adhere to and ensure that they are aware of and operating under the most current version of the P&Ps. When enrolling a new LifeVantage Consultant, it is the responsibility of the Enroler (as further defined below) to provide the most current version of this Manual and the Compensation Plan to the applicant prior to their execution of the Agreement. All terms contained within the P&Ps are subject to the terms contained within the LifeVantage Consultant Agreement. In the event of a discrepancy between any provision of the LifeVantage Consultant Agreement and the P&Ps or the LifeVantage Compensation Plan, the P&Ps shall prevail.

### 2.2 – Purpose of Policies

LifeVantage is a direct sales company that markets products through LifeVantage Consultants. It is important that all LifeVantage Consultants understand that their success is dependent upon the integrity of all who market LifeVantage products. To clearly define the relationship that exists between LifeVantage Consultants and LifeVantage, and to explicitly set standards for acceptable business conduct, LifeVantage has established the Agreement. LifeVantage Consultants are required to comply with all the terms and conditions set forth in the Agreement, as well as all applicable laws governing their business and their conduct. It is especially important that all LifeVantage Consultants read and abide by the Agreement. Please review the information in this Manual carefully. It explains and governs the relationship between LifeVantage Consultants and the Company. Any questions regarding any policy or rule should be directed to the LifeVantage Compliance and Education Department.



### 2.3 – Changes to the Agreement

Because applicable laws, as well as the business environment periodically change, LifeVantage reserves the right to amend any portion of the Agreement. The Company shall provide notice of any amendments to the Agreement by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) special mailings from the Company; or (4) posting to your Consultant back office. The most current and controlling version will be located at [www.LifeVantage.com](http://www.LifeVantage.com). Any amendments to the Agreement shall become effective 30 days after notice by one of the methods set forth above. Once the amendment(s) are published, you may elect to reject them. If you reject them, your Agreement will terminate and will not be renewed. If you are not willing to accept these changes, LifeVantage must be notified in writing prior to the change being effective, by contacting the LifeVantage Compliance and Education Department. By executing the Agreement, you agree to abide by all properly noticed amendments or modifications that LifeVantage elects to make to the Agreement.

If the LifeVantage Consultant continues to purchase or sell Company products, enrol and/or accept rebates, commissions, or bonuses from LifeVantage, such actions shall be deemed acceptance of any properly noticed amendments to the Agreement. Any amendments to the Agreement accomplished through the notice and opt-out procedures contained in this section shall not apply retroactively to conduct that occurred prior to the effective date of the amended Agreement and shall not amend the dispute resolution procedures provided for in Section 14.

### 2.4 – Delays

LifeVantage shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, civil unrest, or public health crises, including without limitation epidemics or pandemics.

### 2.5 – Severability

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

### 2.6 – Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a LifeVantage Consultant. No failure of LifeVantage to exercise any right or power under the Agreement or to insist upon strict compliance by a LifeVantage Consultant with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the LifeVantage right to demand exact compliance with the Agreement. Waiver by LifeVantage can be affected only in writing by an authorised officer of the Company. The LifeVantage waiver of any breach by a LifeVantage Consultant shall not affect or impair the LifeVantage rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other LifeVantage Consultant. Nor shall any delay or omission by LifeVantage to exercise any right arising from a breach affect or impair the LifeVantage rights as to that or any subsequent breach. The allegation or existence of any claim or cause of action of a LifeVantage Consultant against LifeVantage shall not constitute a defense to the LifeVantage enforcement of any term or provision of the Agreement.

### 2.7 – Right to Terminate

Each LifeVantage Consultant is aware of the rights to terminate without cause, as set forth in the Agreement.



## SECTION 3 – BECOMING A LIFEVANTAGE CONSULTANT

### RULES OF CONDUCT

Each LifeVantage Consultant promises to:

- 1) Conduct themselves and their operations as a LifeVantage Consultant honestly, morally, and legally to help protect the LifeVantage opportunity for all;
- 2) Keep their activities honorable to reflect well on themselves and on LifeVantage;
- 3) Speak well of LifeVantage, as well as competitors.
- 4) Honestly present the LifeVantage product as per the LifeVantage literature, including accurate and legally permissible health claims and benefits;
- 5) Explain the LifeVantage Compensation Plan honestly and completely;
- 6) Respect the privacy of others and keep their personal earnings and the earnings of others private;
- 7) Take their Enroler and Upline responsibilities seriously, including, aiding, and supporting those in their Marketing Organisation;
- 8) Abide by the product guarantee and return policies for themselves and for their customers;
- 9) Respect the professional relationships between LifeVantage and any of its advisors, endorsers, or affiliates by speaking of them appropriately and refraining from contacting them;
- 10) Direct all media inquiries to LifeVantage;
- 11) Honor the established relationships between Enrolers and Enrolees to avoid conflicts of interest with other Consultants, Enrolers, and enrolees; and
- 12) Adhere to the Agreement.

### 3.1 – Requirements to Become a LifeVantage Consultant

To become a LifeVantage Consultant, each applicant must:

- 1) Be a minimum of eighteen (18) years of age and legally competent to enter into a contract;
- 2) Purchase a LifeVantage Start Kit;
- 3) Pay the annual fee; and
- 4) Submit a properly completed and signed LifeVantage Consultant Agreement to LifeVantage. The Company reserves the right to reject any applications to become or annually renew as a LifeVantage Consultant in its sole and absolute discretion.

The Agreement is effective upon acceptance of the LifeVantage Consultant Agreement by the Company as set forth herein.



### 3.2 – LifeVantage Consultant Application by Fax or Internet

In addition to applying online or with a physical LifeVantage Consultant Agreement, an applicant may also apply by faxing to LifeVantage a properly completed LifeVantage Consultant Agreement. Applicants registering by fax may include their credit card information to purchase the Start Kit and must ensure that they fax all pages of the LifeVantage Consultant Agreement to LifeVantage.

### 3.3 – Renewal of a LifeVantage Consultant Business

The term of the Agreement is one (1) year from the date of its acceptance by LifeVantage. A renewal fee is required and billed each successive year on the first day of anniversary month of the Agreement. Once the annual renewal fee has been collected, the Agreement will be renewed provided the LifeVantage Consultant is in good standing and the Agreement has not been otherwise cancelled as provided herein.

## SECTION 4 – OPERATING A LIFEVANTAGE CONSULTANT BUSINESS

### 4.1 – Adherence to the LifeVantage Compensation Plan

LifeVantage Consultants must adhere to the terms of the LifeVantage Compensation Plan. LifeVantage Consultants shall not offer the LifeVantage opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official LifeVantage literature. LifeVantage Consultants shall not require or encourage other current or prospective LifeVantage Consultants to participate in LifeVantage in any manner that varies from the LifeVantage opportunity as set forth in official LifeVantage materials. LifeVantage Consultants shall not require or encourage other current or prospective LifeVantage Consultants to execute any agreement or contract other than official LifeVantage agreements to become a LifeVantage Consultant. Similarly, LifeVantage Consultants shall not require or encourage other current or prospective LifeVantage Consultants to make any purchase from, or payment to, any individual or other entity to participate in the LifeVantage Compensation Plan and LifeVantage opportunity other than those identified in the Agreement and/or official LifeVantage literature.

### 4.2 – Business Entities

A corporation, limited liability company, partnership, trust, or local equivalent (collectively referred to as a “**Business Entity**”) may apply to be a LifeVantage Consultant by submitting a copy of its organisational documents to LifeVantage, along with a properly completed Business Entity Form. If a LifeVantage Consultant has enrolled online, all required documents and corresponding Business Entity Form must be submitted to LifeVantage within thirty (30) days of the online enrolment. If not received within the 30-day period, the LifeVantage Consultant Agreement shall automatically terminate. A LifeVantage Consultant may change its status under the same Enroler from an individual to a partnership, corporation, trust or local equivalent or from one type of entity to another by properly completing a Name Change Request Form from the LifeVantage Compliance and Education Department. The forms must be signed by all the shareholders, partners, trustees, members, owners, or any other party with any ownership interest in, or management responsibilities for, the relevant Business Entity (collectively, “**Affiliated Parties**”). The Business Entity and all Affiliated Parties are individually, jointly, and severally liable for any indebtedness, liability, claims, and/ or other obligations to LifeVantage, including compliance with and performance of all obligations of the Agreement.

### 4.3 – Minors

A person who is recognized as a minor in his or her jurisdiction of residence may not be a LifeVantage Consultant. LifeVantage Consultants shall not enrol or recruit minors or anyone unable to legally form a contract to become a consultant of LifeVantage.





#### 4.4 – One LifeVantage Consultant Business per Person and per Household

Except as provided in Sections 4.11 through 4.13 below, a LifeVantage Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, member, owner, or beneficiary, in only one LifeVantage Consultant Business. Individuals of the same family unit may not enter or have an interest in more than one LifeVantage Consultant Businesses (see Section 6.5 “**Stacking**”). A “**family unit**” is defined as spouses and Minor (as defined in Section 4.3) dependent children living at or doing business at the same address. Consultants may enrol spouses as Customers. An individual may have a second and third position only as they have been earned and activated prior to 1 March 2023, as “**Multiple Business Centers**”. Beginning on 1 March 2023 no new Business Centers will be allowed and all inactive Business Centers will be terminated and will not be reinstated. To remain Active, a Business Center must meet the 150 Sales Volume Requirement at least once every six (6) months, but the Business Center will be exempt from the renewal fee requirements set forth herein. Notwithstanding Section 17.2 if a Business Center has not met its Sales Volume Requirement for a period of six (6) consecutive calendar months, the Company may terminate the Business Center for inactivity, and it will not be reinstated. Notwithstanding anything to the contrary contained herein, a Business Center is non-transferable meaning that it cannot be sold, transferred, or assigned and it cannot be converted into a full LifeVantage Consultant Business. The only instance where a Business Center may be sold, transferred, or assigned is when the original LifeVantage Consultant Business to which the Business Center is attached is sold, transferred, or assigned, provided such sale, transfer, or assignment complies with these P&Ps. A family unit with an interest in more than one LifeVantage Consultant Business may have more than one LifeVantage Consultant Business only as such Consultant Business has been activated prior to 1 March 2023. Beginning on 1 March 2023, a family unit may not enter or have an interest in more than one LifeVantage Consultant Business.

##### 4.4.1 – Actions of Household Members or Affiliated Individuals

If any member of a LifeVantage Consultant’s immediate household engages in any activity which, if performed by the LifeVantage Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the LifeVantage Consultant and LifeVantage may take disciplinary action pursuant to the Agreement against the LifeVantage Consultant. Similarly, if any individual associated in any way with a Business Entity (collectively “**Affiliated Individual**”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity and LifeVantage may take disciplinary action against the Business Entity.

#### 4.5 – Independent Contractor Status

LifeVantage Consultants are independent contractor consultants, not employees of the Company. LifeVantage Consultants are not purchasers of a franchise or of a business opportunity. The Agreement between LifeVantage and its LifeVantage Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and any LifeVantage Consultant. LifeVantage may, at its discretion, require notarized documents before implementing any changes to a LifeVantage Consultant Business. Please allow thirty (30) days after the receipt of the request by LifeVantage for processing. A LifeVantage Consultant is responsible for paying all applicable taxes due from all compensation earned as a LifeVantage Consultant. A LifeVantage Consultant has no authority (express or implied) to bind the Company to any obligation. Each LifeVantage Consultant shall establish their own goals, hours and methods of sale, so long as they comply with the terms of the Agreement and all applicable laws.

#### 4.6 – Enrolling/Placing or Sponsoring

All active LifeVantage Consultants in good standing may enrol and place (sponsor) eligible consultant applicants into LifeVantage. Each prospective consultant has the ultimate right to choose their own Enroler and Placement Sponsor. If two LifeVantage Consultants claim to be the Enroler and/or Placement Sponsor of the same new LifeVantage Consultant or Customer, the Company shall presume that the first application received by the Company is controlling, but the Company shall retain the right to determine and decide in its discretion all issues of disputed enrolment.



## 4.7 – Changes to a LifeVantage Consultant Business

### 4.7.1 – General

Each LifeVantage Consultant must immediately notify LifeVantage of all changes to the information contained on his or her LifeVantage Consultant Agreement and/or Business Entity Form, as applicable. LifeVantage Consultants may modify their existing LifeVantage Consultant Agreement by submitting a written request for a Name Change Request Form, a properly executed LifeVantage Consultant Agreement, and any requested supporting documentation.

### 4.7.2 – Addition of Co-Applicant

When adding a co-applicant (either an individual or a Business Entity) to an existing LifeVantage Consultant Business, the Company requires a written request, as well as a properly completed and signed LifeVantage Consultant Agreement. To prevent the circumvention of the Agreement regarding transfers and/or assignments of a LifeVantage Consultant Business, the original applicant must remain as the main party to the original LifeVantage Consultant Agreement. If the original LifeVantage Consultant wants to terminate their relationship with the Company, they must transfer or assign their LifeVantage Consultant Business in accordance with the Agreement. If the Agreement is not followed, the LifeVantage Consultant Business may be cancelled by LifeVantage upon the withdrawal of the original LifeVantage Consultant. All sales bonus and commission earnings will be sent to the account and/or address of record of the original LifeVantage Consultant. There is a processing fee for each change requested, which fee must be included with the written request and the completed LifeVantage Consultant Agreement. Please note that any requested modifications related to a change of Enroler or Placement Sponsor are separately addressed below.

### 4.7.3 – Change of Enroler

To protect the integrity of all Marketing Organisations and safeguard the demanding work of all LifeVantage Consultants, LifeVantage strongly discourages changes in Enrolers or Placement Sponsors. Maintaining the integrity of placement is critical for the success of every LifeVantage Consultant and Marketing Organisation. Accordingly, the transfer of a LifeVantage Consultant Business from one Enroler to another is rarely permitted. Requests for a change must be submitted by contacting the LifeVantage Compliance and Education Department and must include the reason for the change. Any change will be at the sole discretion of the Company. If the change is approved, only one change will be allowed per consultant business. A change of Enroler will only be considered in the following two (2) circumstances:

**4.7.3.1** – In cases involving fraudulent inducement or unethical sponsoring, a LifeVantage Consultant may request that they be transferred/changed to another organisation with their entire Marketing Organisation intact. All requests for transfer/ change alleging fraudulent enrolment practices shall be evaluated on a case-by-case basis.

**4.7.3.2** – The LifeVantage Consultant seeking to transfer/change submits a properly completed and fully executed Enroler Change Request Form, which includes the written approval of their Enroler and seven (7) Upline Paid-as Rank Managing Consultant 2's within the Consultant's Enrolment Tree. Photocopied or facsimile signatures are not acceptable. The LifeVantage Consultant who requests the transfer must submit a processing fee for administrative charges and data processing. If the transferring LifeVantage Consultant also wants to move any of the LifeVantage Consultants in their Marketing Organisation, each Downline LifeVantage Consultant must obtain a properly completed Enroler Change Request Form and return it to LifeVantage with the processing fee (i.e., the transferring/changing LifeVantage Consultant and each LifeVantage Consultant in their Marketing Organisation multiplied by the processing fee is the cost to move a LifeVantage organisation.) Downline LifeVantage Consultants of the Marketing Organisation will not be moved with the transferring/ changing LifeVantage Consultant unless all the requirements of this section are met. LifeVantage Consultants requesting the transfer/change must allow thirty (30) days after LifeVantage's receipt of the completed Enroler Change Request Form and payment of the processing fees.

#### 4.7.4 – Change of Placement Sponsor

New Consultant enrollees that have not been placed under a particular Placement Sponsor at the time of enrolment will, by default, be placed immediately below the position of their Enroler. If a Placement Sponsor has not been selected by the end of the first thirty (30) days of enrolment, then their Enroler becomes their Placement Sponsor and changes thereafter must be made in accordance with and through a properly completed and fully executed Placement Sponsor Change Request form, which includes the written approval of their immediate nine (9) Placement Sponsor Upline LifeVantage Consultants. The LifeVantage Consultant who requests the change must submit a processing fee for administrative charges and data processing. LifeVantage Consultants requesting the change must allow thirty (30) days after the LifeVantage receipt of the Placement Sponsor Change Request form for processing while a decision is being made. If the change is approved, only one Placement Sponsor change will be allowed per LifeVantage Consultant.

#### 4.7.5 – Cancellation and Reapplication

A LifeVantage Consultant may change Marketing Organisations by voluntarily cancelling their LifeVantage Consultant Business and remaining inactive (i.e., no purchases of LifeVantage products for resale, no sales of LifeVantage products, no enrolling, no attendance at any LifeVantage functions, participation in any other form of LifeVantage Consultant activity, or operation of any other LifeVantage Consultant Business) for six (6) consecutive calendar months. Following the six (6) consecutive calendar months period of inactivity, the former LifeVantage Consultant may reapply under a new Enroler. LifeVantage will consider waiving the six (6) month waiting period under exceptional circumstances. Such requests for waiver must be submitted to the LifeVantage Compliance and Education Department in writing.

#### 4.8 – Roll-up of Marketing Organisation

LifeVantage Consultant positions in a Marketing Organisation do not automatically roll up when they are vacated. Rather, when a position is vacated for any reason, either voluntarily or involuntarily, the vacated position will remain in its current position in the Marketing Organisation, and its downline organisation will remain intact, until at least the time that LifeVantage has recouped all costs and losses, including attorney's fees, associated with the reason the position has been vacated, such as a Consultant's termination and the events that relate to or led to the termination. This provision includes all costs, fees, and expenses associated with litigation that may result from or relate to such termination. Once LifeVantage determines, in its discretion, that it has recouped all such costs and losses, the vacated Consultant position may be removed from the LifeVantage Marketing Organisation, and the downline organisation may roll up to the immediate upline Consultant, all in the discretion of LifeVantage. No LifeVantage Consultant shall have any vested right or claim (1) in the roll-up of any vacated position in any Marketing Organisation, regardless of whether the position has been vacated through voluntary resignation or non-renewal, involuntary termination, or otherwise; or (2) in the timing of such roll-up. The decision whether to roll up a particular position after it is vacated, and when, is always within the discretion of LifeVantage.

#### 4.9 – Sale, Transfer or Assignment of a LifeVantage Consultant Business

Although a LifeVantage Consultant Business is a privately owned, independently operated business, the sale, transfer or assignment of a LifeVantage Consultant Business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a LifeVantage Consultant Business, is subject to certain limitations under the Agreement. If a LifeVantage Consultant wishes to sell, transfer, or assign his or her LifeVantage Consultant Business, or interest in a Business Entity that owns or operates a LifeVantage Consultant Business, that Consultant must receive written authorisation from the Company, which has the right to approve or deny such sale, transfer, or assignment in its discretion. Any such sale, transfer, or assignment must satisfy the following minimum criteria:

- 1) If the buyer, transferee, or assignee is an active LifeVantage Consultant, they must first terminate their current LifeVantage Consultant Business and wait at least six (6) months before becoming eligible to hold another LifeVantage Consultant Business;
- 2) LifeVantage must approve the transaction in writing.

- 3) The selling, transferring, or assigning LifeVantage Consultant must be in good standing and not in violation of any of the terms of the Agreement to be eligible to sell, transfer, or assign a LifeVantage Consultant Business;
- 4) No sale, assignment, or transfer can result in a change to the line of enrolment or Marketing Organisation of the sold, assigned, or transferred Consultant Business, both upline and downline;
- 5) The selling, transferring, or assigning LifeVantage Consultant must offer the Company a right of first refusal to purchase or acquire the business or interest on the same terms as agreed upon with the prospective recipient. The Company shall have thirty (30) days from the date of receipt of the written offer from the seller, transferring, or assigning LifeVantage Consultant to exercise its right of first refusal;
- 6) The buyer, transferee, or assignee must be or become a qualified LifeVantage Consultant. This requires the buyer, transferee, or assignee to execute and submit a new LifeVantage Consultant Agreement to the Company and to agree to all terms of the Agreement, including the P&Ps;
- 7) The selling, transferring, or assigning LifeVantage Consultant must wait a period of six (6) months from the date of the sale, transfer, or assignment of their LifeVantage Consultant Business before they will be eligible to again enrol as a LifeVantage Consultant; and
- 8) All parties to the proposed transaction must execute any documents requested by the Company in connection with the transaction. Satisfaction of these minimum criteria for sale, transfer, or assignment of a LifeVantage Consultant Business are not a guarantee that the Company will approve such sale, transfer, or assignment. Approval of any such transaction always resides in the discretion of LifeVantage.

#### 4.10 – Separation of a LifeVantage Consultant Business

LifeVantage Consultants sometimes operate their LifeVantage Consultant Business as spouses through a Business Entity. When a marriage ends, or a Business Entity dissolves, arrangements must be made to assure that any separation or division of the Business Entity is accomplished so as not to adversely affect the interests and income of other LifeVantage Consultants upline or downline of the business. If the separating parties fail to provide for the best interests of other LifeVantage Consultants and the Company, LifeVantage may involuntarily and immediately terminate the Agreement and roll-up their LifeVantage Consultant Business and its entire Marketing Organisation pursuant to the Agreement. Under no circumstances will the Downline of divorcing or legally separating spouses or a dissolving Business Entity be divided based on the requests or desires of the divorcing or legally separating parties. Similarly, under no circumstances will LifeVantage split commission and bonus earnings between divorcing or legally separating spouses or members of dissolving Business Entities. LifeVantage will recognize only one business and will issue only one commissions payment per LifeVantage Consultant Business per commission cycle. Commission payments shall be issued to the individual or Business Entity listed on the LifeVantage Consultant Business. If parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the LifeVantage Consultant Business, commissions will continue to be paid to the primary member/applicant on the account. If a former spouse or a former affiliated individual has completely relinquished all rights in their original LifeVantage Consultant Business, they are thereafter free to enrol under any Enroler of their choosing, so long as they meet the waiting period requirements set forth in the Agreement. In such case, however, the former spouse or partner shall have no rights to any downline Marketing Organisation in their former organisation. The former spouse, business partner and/or Affiliated Individual must develop a new Marketing Organisation in the same manner as would any other new LifeVantage Consultant.

#### 4.11 – Succession

Upon the death of or incapacitation of a LifeVantage Consultant, their LifeVantage Consultant Business may be passed to their heirs or successors. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a LifeVantage Consultant should consult their attorney to assist them in the preparation of a will or other testamentary instrument. Whenever a LifeVantage Consultant Business is transferred by a will or other testamentary process, the legal successor in interest acquires the right to collect all Financial Distributions (as defined in within) earned on the deceased LifeVantage Consultant's Marketing Organisation in accord with the current LifeVantage Compensation Plan.

**The successor(s) in interest must:**

- 1) Execute a LifeVantage Consultant Agreement;
- 2) Comply with terms and provisions of the Agreement;
- 3) Meet all the qualifications for the deceased LifeVantage Consultant's status;
- 4) Bonus and commission payments of a LifeVantage Consultant Business transferred pursuant to this section will be made in a single payment jointly to the legal successor(s) in interest. Such successor(s) must provide LifeVantage with an "address of record" and account information for all bonus and commission payments; and
- 5) If the LifeVantage Consultant Business is bequeathed to multiple legal successors in interest, they must form a Business Entity and acquire an applicable federal taxpayer identification number, national identification number or other equivalent identification number. LifeVantage will issue all bonus and commission payments and tax forms to each LifeVantage Consultant as required by the applicable taxation authority.

**4.12 – Transfer Upon Death of a LifeVantage Consultant**

- 1) To affect a testamentary transfer of a LifeVantage Consultant Business, the successor in interest must provide the following to LifeVantage: A certified copy of the death certificate;
- 2) A notarized copy of the will or other instrument establishing the successor's right to the LifeVantage Consultant Business; and
- 3) A completed and signed LifeVantage Consultant Agreement. If the successor in interest is already a LifeVantage Consultant, the Company can grant exception to the one (1) LifeVantage Consultant Business per Household rule upon written request from the successor in interest.

**4.13 – Transfer Upon Incapacitation of a LifeVantage Consultant**

To effect the transfer of a LifeVantage Consultant Business due to incapacity of the Consultant, a legally appointed representative must provide the following to LifeVantage: (1) a notarized copy of an appointment as trustee or other legally appointed representative; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the LifeVantage Consultant Business; and (3) a completed LifeVantage Consultant Agreement executed by the trustee. If the appointed representative in interest is already a LifeVantage Consultant, the Company can grant exception to the one (1) LifeVantage Consultant Business per Household rule upon written request from the representative in interest.

**4.14 – Errors or Questions**

If a LifeVantage Consultant has questions about or believes any errors have been made regarding commissions, bonuses, Marketing Organisation Activity Reports or credit card charges, the LifeVantage Consultant must contact and/or notify LifeVantage in writing within sixty (60) days of the date of the purported error or incident in question. LifeVantage will not be responsible for any errors, omissions or problems not reported to the Company within sixty (60) days of the purported error or incident in question.

**4.15 – Bankruptcy**

Sale, transfer, or assignment of a LifeVantage Consultant Business through bankruptcy is prohibited. This prohibition applies if a Consultant files for bankruptcy and his or her Consultant position or Consultant Business would otherwise become part of an estate in bankruptcy or an asset for sale or disposition as part of the proceedings. Under no circumstances may a Consultant Business be transferred to any other person or entity as part of a bankruptcy proceeding, either by the Consultant, the bankruptcy trustee, a court, or otherwise. Unless a Consultant is permitted to retain his or her Consultant Business as part of the resolution of the bankruptcy proceedings, such Consultant Business shall be deemed cancelled and the Consultant position vacated as of the date of the bankruptcy filing.



## SECTION 5 – RESPONSIBILITIES OF LIFEVANTAGE CONSULTANTS

### 5.1 – Change of Address, Telephone or E-mail

To ensure timely delivery of products, support materials and sales commission payments, it is critically important that your addresses with LifeVantage are current. Street addresses are required for shipping since LifeVantage product will not be delivered to a post office box. LifeVantage Consultants planning to move should send any change of address, telephone, or e-mail to the LifeVantage Consultant Support Department. If a LifeVantage Consultant is presently on a monthly subscription order, the subscription order will automatically be updated to the new address. If more than one change of address notice or subscription order agreement has been submitted to LifeVantage, the most recent one will supersede previous notices. Please allow thirty (30) days after the receipt of the notice or new subscription agreement by LifeVantage for processing.

### 5.2 – Continuing Development Obligations

#### 5.2.1 – Ongoing Training

LifeVantage Consultants who are the Enroler of new LifeVantage Consultants perform an actual assistance function to ensure that their Marketing Organisation is properly operating their LifeVantage Consultant Business in accord with the Agreement. LifeVantage Consultants should have ongoing contact and communication with the LifeVantage Consultants in their Marketing Organisations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of their LifeVantage Consultants to LifeVantage meetings, training sessions and other functions. LifeVantage Consultants who are the Sponsor also motivate and assist new LifeVantage Consultants in LifeVantage product knowledge, effective sales techniques, the LifeVantage Compensation Plan, and compliance with the Agreement. Communication with downline Marketing Organisation LifeVantage Consultants must ensure that LifeVantage Consultants do not make improper product or income claims or engage in any illegal or inappropriate conduct.

#### 5.2.2 – Ongoing Sales Responsibilities

Regardless of their level of achievement, LifeVantage Consultants should strive to promote sales continually and personally through the generation of new customers and through servicing their existing customers as well as promoting this same customer sales behavior in their Marketing Organisations.

### 5.3 – Non-Disparagement

LifeVantage wants to provide its LifeVantage Consultants with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the LifeVantage Consultant Support Department. LifeVantage Consultants should not, however, disparage, demean or make negative remarks about LifeVantage, other LifeVantage Consultants, LifeVantage products, the LifeVantage Compensation Plan, or any LifeVantage directors, officers or employees unless such statements are truthful and required by compulsory legal process.

### 5.4 – Providing Documentation to Applicants

An Consultant must provide the most current version of the Agreement to include the P&Ps and the LifeVantage Compensation Plan to the individual(s) whom they are considering enrolling to become a LifeVantage Consultant before such applicant signs a LifeVantage Consultant Agreement. The most recent LifeVantage Consultant Agreement may be found on the official LifeVantage website.

## 5.5 – Reporting Policy Violations

LifeVantage Consultants who become aware of a policy violation by another LifeVantage Consultant should submit a written report of the violation directly to the attention of the LifeVantage Compliance and Education Department. Details of any incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## 5.6 – Company Claims

No claims may be made or implied that any LifeVantage Consultant has advantages with or special privileges with the Company or is in any way exempt from the same obligations and requirements of every other LifeVantage Consultant.

## SECTION 6 – CONFLICTS OF INTEREST

Unless otherwise agreed to in writing with the Company, during the term of the Agreement, LifeVantage Consultants may participate in other direct selling or network marketing or multilevel marketing ventures (collectively “**Network Marketing Ventures**”), and LifeVantage Consultants may engage in selling activities related to non-LifeVantage products and services if they desire to do so. In order to avoid conflicts of interest and loyalties as well as a breach of the Agreement, all LifeVantage Consultants must adhere to the following:

### 6.1 – Non-Solicitation and Recruiting

#### 6.1.1 – Concurrent Recruiting Prohibited

During the term of the Agreement, a LifeVantage Consultants may not directly or indirectly Recruit other LifeVantage Consultants for any other Network Marketing Venture (a “**Competing Activity**”).

#### 6.1.2 – Post-Termination Recruiting Prohibited

Following the cancellation or termination of a LifeVantage Consultant Business, whether voluntary or involuntary and regardless of the reason for cancellation or termination, and for a period of two (2) years thereafter, a former Consultant may not Recruit any LifeVantage Consultant for any Competing Activities. Consultants stipulate that because Competing Activities are conducted worldwide, often through networks of independent contractors dispersed across New Zealand and internationally, and business is commonly conducted via the internet and telephone, an effort to artificially limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Consultants agree that this non-solicitation provision shall apply in all countries in which LifeVantage conducts business at the time the restriction is applicable. Consultants agree that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope. It is the intent of the parties that this provision be enforced to the maximum extent possible. To the extent that a tribunal of competent jurisdiction determines that some portion of this provision is unenforceable, the parties agree that the provision may be reformed to give it effect to the maximum extent allowed by law.

#### 6.1.3 – Concurrent Cross-Promotion Prohibited

During the term of the Agreement, LifeVantage Consultants are also prohibited from associating their LifeVantage business activities with any non-LifeVantage business opportunity or products or offering such non-LifeVantage business opportunities or products to other LifeVantage Consultants, regardless of whether such other business opportunity or products relate to Network Marketing Ventures. In particular, without limitation, a LifeVantage Consultant may not:

- 1) Produce, offer or transfer any literature, electronic literature, electronic media or other promotional material of any nature of another Network Marketing Venture which is used by the LifeVantage Consultant or any third person to recruit LifeVantage Consultants, or Customers for that Network Marketing Venture;



- 2) Sell, offer to sell, or promote any competing non-LifeVantage products or services to LifeVantage Consultants or Customers (any product in the same generic product category as a LifeVantage product is deemed to be competing (e.g., any nutritional supplement or personal care product is in the same generic category as the LifeVantage nutritional supplements, and/or personal care products and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content);
- 3) Offer LifeVantage products or promote the LifeVantage Compensation Plan in conjunction with any non LifeVantage products, services, business plan, opportunity or incentive; or
- 4) Offer any non-LifeVantage products, services, business plan, opportunity or incentive at any LifeVantage meeting, seminar, launch, convention or other LifeVantage function, or immediately following such event.

#### 6.1.4 – Remedies

Each Consultant stipulates that if he or she violates any part of this section 6.1, LifeVantage will be irreparably harmed and calculation of the full extent of LifeVantage’s damages will be difficult. Consultant therefore stipulates that LifeVantage shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Consultant and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which LifeVantage may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Consultant’s breach. The provisions of this section 6.1 shall survive termination of the Agreement.

#### 6.2 – Targeting Other Direct Sellers

LifeVantage does not encourage LifeVantage Consultants to target the sales force of another direct sales company to sell LifeVantage products or to become LifeVantage Consultants for LifeVantage, nor does LifeVantage encourage LifeVantage Consultants to solicit or entice members of the sales force of another direct sales company to violate the terms of their contract with any such other company.

#### 6.3 – Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. “**Cross-Sponsoring**” is defined as the enrolment of an individual or entity which is already a LifeVantage Customer or LifeVantage Consultant and/or who has been such within the preceding six (6) calendar months, within a different line of enrolment or sponsorship. The use of a spouse’s or relative’s name, trade names, doing business as names (“**DBAs**”), assumed names, corporations, partnerships, trusts, federal ID numbers, GST numbers or fictitious ID numbers to circumvent this policy or any other provision of the Agreement is strictly prohibited. LifeVantage Consultants shall not demean, discredit or defame other LifeVantage Consultants in an attempt to entice another LifeVantage Consultant to become part of the first LifeVantage Consultant’s Marketing Organisation. Notwithstanding the foregoing, this policy shall not prohibit the transfer of a LifeVantage Consultant Business in accordance with this Manual. If Cross-Sponsoring is discovered, it must be brought to the Company’s attention immediately. LifeVantage may take action against the LifeVantage Consultants who changed Organisations and/or those LifeVantage Consultant who encouraged or participated in the Cross-Sponsoring. LifeVantage may also move all or part of the offending LifeVantage Consultants downline to their original Downline Organisation if the Company deems it equitable and feasible to do so. However, LifeVantage is under no obligation to move the Cross-Sponsored LifeVantage Consultant’s downline Marketing Organisation, and the ultimate disposition of the Marketing Organisation remains within the sole discretion of LifeVantage. LifeVantage Consultants waive all claims and causes of action against LifeVantage arising from or relating to the disposition of the Cross Sponsored LifeVantage Consultant’s Marketing Organisation.

#### 6.4 – Holding Applications or Orders

LifeVantage Consultants must not manipulate enrolments of new applicants and the purchase of products. All LifeVantage Consultant Agreements, and product orders must be sent to LifeVantage within forty-eight (48) hours from the time they are signed by a LifeVantage Consultant or placed by a Customer, respectively.



## 6.5 – Stacking

“Stacking” is strictly prohibited. The term Stacking includes: (1) the failure to transmit to LifeVantage or the holding of a LifeVantage Consultant Agreement in excess of two (2) business days after its execution; (2) violating the one LifeVantage Consultant Business per household rule; and/or (3) Enrolling fictitious individuals or Business Entities to become LifeVantage Consultants or Customers.

## SECTION 7 – LIFEVANTAGE CONSULTANT COMMUNICATION AND CONFIDENTIALITY

### 7.1 – Marketing Organisation Activity (Genealogy Reports)

Marketing Organisation Activity Reports are available for LifeVantage Consultant access and viewing at the LifeVantage official website. LifeVantage Consultant access to their Marketing Organisation Activity Reports is password protected. All Marketing Organisation Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by LifeVantage. Marketing Organisation Activity Reports are provided to LifeVantage Consultants in strictest confidence and are made available to LifeVantage Consultants for the sole purpose of assisting LifeVantage Consultants in working with their respective Marketing Organisation in the development of their LifeVantage Consultant Business and sales Marketing Organisations. LifeVantage Consultants should use their Marketing Organisation Activity Reports to assist and motivate their Marketing Organisation LifeVantage Consultants increase their sales and support their Customers. The LifeVantage Consultant and LifeVantage acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, LifeVantage would not provide Marketing Organisation Activity Reports to the LifeVantage Consultant. A LifeVantage Consultant shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- 1) Directly or indirectly disclose any information contained in any Marketing Organisation Activity Report to any third party;
- 2) Directly or indirectly disclose the password or other access code to their Marketing Organisation Activity Report;
- 3) Use the information to compete with LifeVantage or for any purpose other than promoting their LifeVantage Consultant Business;
- 4) Recruit or solicit any LifeVantage Consultant or Customer of LifeVantage listed on any report, or in any manner attempts to influence or induce any LifeVantage Consultant or Customer to alter their business relationship with LifeVantage;
- 5) Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Marketing Organisation Activity Report. Upon demand by the Company, any current or former LifeVantage Consultant will return the original and all copies of Marketing Organisation Activity Reports to the Company; and
- 6) It is a violation of the Agreement and these P&Ps for a LifeVantage Consultant or a third party to access this data via reverse engineering, keystroke monitoring or by any other means.

The provisions of this section 7.1 shall survive termination of the Agreement.

### 7.2 – Communication and Data Protection

Each LifeVantage Consultant agrees that LifeVantage or a party acting on its behalf may contact a LifeVantage Consultant by email or at the telephone numbers or fax number listed on application or as updated on their account. Consultants understand that their consent is not a condition of purchase. LifeVantage Consultants consent and agree to the LifeVantage Privacy Policy and Website Use Agreement when executing the Agreement. LifeVantage is the data controller of any Personal Information (as defined in the LifeVantage Privacy Policy and Website Use Agreement) that may be provided LifeVantage when placing an order for products or services from the European Union. LifeVantage Consultants agree that LifeVantage or a party acting on its behalf may collect Personal Information from them including



names, birth dates, genders, addresses, phone and fax numbers, banking and credit card information and transmit that information to LifeVantage Corporation which is located in the United States of America for the purpose of executing orders and making commission payments. LifeVantage Corporation may provide Personal Information of LifeVantage Consultants and Customers to its shipping partners and credit card processors for the purpose of processing orders. LifeVantage Consultants consent and agree to LifeVantage transferring the data for these purposes. LifeVantage Consultants may request a copy of Personal Information, or to correct, remove or update Personal Information, by contacting LifeVantage in writing by mail or by sending an e-mail to [nzsupport@lifevantage.com](mailto:nzsupport@lifevantage.com).

## SECTION 8 – ADVERTISING

### 8.1 – General

In order to safeguard and promote the good reputation and established brands of LifeVantage and its products and ensure that the promotion of LifeVantage, the LifeVantage opportunity, and LifeVantage products are consistent with the public interest and avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices, all LifeVantage Consultants, except those with significant experience and who have achieved the rank of Executive Consultant 1 or higher per below exception, are encouraged to use only the sales aids and support materials produced by LifeVantage. The Company has carefully designed its products, product labels, compensation plan and promotional materials to ensure that the presentation of each aspect of LifeVantage is fair, truthful, substantiated and complies with the vast and complex legal requirements of all applicable laws. In the event that an experienced LifeVantage Consultant, who has achieved the rank of Executive Consultant 1 or higher, produces supplemental marketing material of any kind including, but not limited to, advertisements of any media type, flyers, brochures, digital media, websites, audio recordings, posters, or banners, LifeVantage requires that such be submitted to the LifeVantage Compliance and Education Department for approval before it may be used or made public. All such proposed materials may be sent to the LifeVantage Compliance and Education Department at [compliance@lifevantage.com](mailto:compliance@lifevantage.com). Unless the LifeVantage Consultant receives specific written approval to use such materials the request shall be deemed denied. Also, LifeVantage reserves the right, at its discretion, to edit or discontinue previously approved LifeVantage Consultant materials. All such materials may not be sold and may only be offered free of charge. LifeVantage further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and LifeVantage Consultants waive all claims for damages or remuneration arising from or relating to such rescission. Executive Consultant 1 or higher LifeVantage Consultants may not make any claims stating that documents or materials that they have written or produced have been given approval from the LifeVantage Compliance and Education Department or that they are “**compliance-approved**” even if they have received approval through the LifeVantage Compliance and Education Department for their marketing materials. As these compliance policies are vital to the long-term stability of LifeVantage and the preservation of the opportunity for all, violations of these policies will be strictly enforced. Failure to obtain approval for supplemental marketing materials of any kind and/or failure to implement the policies in any material may result in any of the actions set forth in the Agreement including, without limitation, the following:

- 1) Formal warning letter and/or probation;
- 2) Suspension of commissions;
- 3) Termination of the LifeVantage Consultant Business; and
- 4) Litigation for damages to LifeVantage.

All LifeVantage Consultants who create their own advertisements under this section also hereby represent and warrant to the Company that the advertisement does not contravene any applicable local laws. LifeVantage Consultants agree to indemnify and hold harmless the Company against any loss, claim, liability, or actions arising from any breach of this Section 8.1. This provision shall survive termination of the Agreement.



## 8.2 – Trademarks and Copyrights

No LifeVantage Consultant shall use any LifeVantage trade names, trademarks, designs, or symbols without its prior, written permission. For example, except in limited circumstances specifically addressed herein, LifeVantage Consultants may not use or attempt to register “LifeVantage,” “Protandim,” “LifeVantage TrueScience,” “AXIO,” “Nrf2 Synergizer,” “NRF1 Synergizer,” “NAD Synergizer,” “LFVN,” or any other LifeVantage trademarks, other product names or any derivatives thereof connected with the Company for use in any Internet domain name, Internet/search engine AdWords, social media pages or blogs, e-mail address, user name, team names, telephone numbers or any other address or title or online aliases that could cause confusion or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of LifeVantage. LifeVantage Consultants may not produce for sale or distribution any recorded Company events or speeches without prior written permission from LifeVantage. LifeVantage Consultants may not reproduce for sale or other use any recording of Company produced audio or digital media presentations. The name “LifeVantage,” “Protandim” and other names as may be adopted by LifeVantage are examples of proprietary Company trade names, trademarks and service marks. As such, these marks are of great value to LifeVantage and are supplied to LifeVantage Consultants for their use only in an expressly authorised manner. Use of the LifeVantage marks on any item not produced by the Company is prohibited except as follows:

### LifeVantage Consultant’s Name

#### LifeVantage Independent Contractor Consultant

All LifeVantage Consultants must list themselves as a LifeVantage Independent Contractor Consultant in any advertising medium and under their own name. No LifeVantage Consultant may place, use or display ads using the LifeVantage name or logo. LifeVantage Consultants may not answer the telephone by saying “LifeVantage,” “LifeVantage New Zealand,” or in any other manner that would lead the caller to believe that he or she has reached corporate offices of LifeVantage. Similarly, LifeVantage Consultants are prohibited from using the names of persons or companies, trademarks, designs or symbols to further their LifeVantage Consultant Business without the written consent of the owner.

## 8.3 – Unauthorised Claims and Actions

### 8.3.1 – Indemnification

LifeVantage Consultant is fully responsible for all of their verbal and written statements made regarding LifeVantage products and the LifeVantage Compensation Plan which are not expressly contained in official LifeVantage materials. LifeVantage Consultants agree to indemnify LifeVantage and its directors, officers, employees and agents, and hold them harmless from any and all liability including, but not limited to, judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by LifeVantage as a result of the LifeVantage Consultant’s unauthorised representations or actions. This provision shall survive the termination of the Agreement.

### 8.3.2 – Product Claims

No claims, which include personal testimonials, as to therapeutic, curative or beneficial properties of any products offered by LifeVantage may be made except those contained in current and official LifeVantage materials. In particular, no LifeVantage Consultant may make any claim that LifeVantage products are useful in, or anyway have properties for, the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of disease, or that are suggesting or implying a relationship between any of the products offered by LifeVantage (or of their constituents) and health. Not only are such claims violations of LifeVantage policies, but they potentially violate applicable laws and regulations, as well as national or local (municipality, communal or otherwise) laws and regulations.

### 8.3.3 – Income Claims

It is important that all LifeVantage Consultants are fully informed and have realistic expectations concerning the income opportunity associated with being a LifeVantage Consultant. Therefore, it is important that LifeVantage Consultants not make any inappropriate, false, deceptive or misleading (even if true) claims, either express or implied, regarding the income opportunity or any income guarantees of any kind. Hypothetical income examples that are used to explain

the operation of the LifeVantage Compensation Plan and which are based solely on mathematical projections, may be made to prospective LifeVantage Consultants, so long as the LifeVantage Consultant who uses such hypothetical examples makes clear to the prospective LifeVantage Consultant(s) that such earnings are hypothetical and also show the disclaimer on the LifeVantage Compensation Plan.

#### 8.3.4 – Use of Celebrity Names and Likeness

No names or likeness of a celebrity may be published by LifeVantage Consultants in association with LifeVantage without prior written approval of LifeVantage.

#### 8.3.5 – Interaction with Scientific Advisory Board and other Company Consultants

LifeVantage is uniquely positioned in the marketplace by its special relationship with many preeminent scientific, marketing, Public Relations (“PR”), business and legal professionals. In the interest of preserving these relationships for the benefit of all LifeVantage Consultants and the Company, LifeVantage Consultants must: (1) adhere strictly to the Company’s advertising policies; and (2) refrain from any contact with any member of the Company’s board of directors, Scientific Advisory Board or other consultant or advisor of the Company, without the express prior written consent of the Company.

#### 8.3.6 – Governmental Approval or Endorsement

Government regulatory agencies do not approve or endorse any direct selling or network marketing companies or programs. Therefore, LifeVantage Consultants shall not represent or imply that LifeVantage, its products or the LifeVantage Compensation Plan has been “approved,” “endorsed” or otherwise sanctioned by any government agency.

### 8.4 – Mass Media

#### 8.4.1 – Promotions Utilizing Mass Media Prohibited

Except as otherwise specifically authorised herein, LifeVantage Consultants may not use any form of media or other mass communication advertising to promote the products or opportunity. This includes news stories or promotional pieces on TV shows, newscasts, entertainment shows, Internet ads, etc. Products may be promoted only by personal contact or by literature produced and distributed by the Company or by LifeVantage Consultants in accordance with the Agreement. LifeVantage Consultants may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with this Manual and in compliance with applicable law. For the avoidance of doubt, any LifeVantage Consultant who intends to place a generic opportunity advertisement in their jurisdiction must obtain advance written permission from LifeVantage stating that such action is legally permissible.

#### 8.4.2 – Media Interviews

LifeVantage Consultants may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, press releases or any other public information, trade or industry information source, unless specifically authorised, in writing, by the Company. This includes private, paid membership or “closed group” publications. LifeVantage Consultants may not speak to the media on the Company’s behalf and may not represent that they have been authorised by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to the Company.

### 8.5 – Internet

#### 8.5.1 – General

Regardless of compliance with the Agreement and the policies set forth herein, all LifeVantage Consultants are personally responsible for their online postings and all other online activity that relates to LifeVantage. Therefore, even if a LifeVantage Consultant does not own or operate a blog or social media site, if a LifeVantage Consultant posts to any such site that relates to LifeVantage or which can be traced to LifeVantage, the LifeVantage Consultant is responsible for the posting and must act in a way that builds, strengthens and enhances the LifeVantage reputation, image and standing

in the community. LifeVantage Consultants are also responsible for postings which occur on any external website that the LifeVantage Consultant owns, operates or controls. LifeVantage Consultants must disclose their full names on all relevant social media profiles that relate to LifeVantage and its products or business, and each must conspicuously identify themselves as a **“LifeVantage Independent Contractor Consultant.”** Anonymous postings or use of an alias is prohibited. LifeVantage Consultants must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. Determination of what is inappropriate is at Company's sole discretion, and offending LifeVantage Consultants will be subject to disciplinary action. LifeVantage Consultants may not use blog spam, spamdexing or any other mass-replicated methods to leave comments on any website, blog or message board. Comments LifeVantage Consultants create or leave online must be useful, unique, relevant and specific to the blog's article. As a general rule, LifeVantage Consultants may not use any geographic references in the page names/ titles or URLs of their LifeVantage-related social media or external websites. For purposes of clarification and the avoidance of doubt, other than for a default URL or an approved amendment to a default URL, LifeVantage Consultants may not use the terms **“LifeVantage,” “Protandim”** or any derivation thereof, in any external website address or related URL (e.g., [www.jillsellsProtandim.com](http://www.jillsellsProtandim.com) or [www.blogspot.lifevantageofUnitedStates.com](http://www.blogspot.lifevantageofUnitedStates.com)). Any External Website which contains **“LifeVantage”** or **“Protandim,”** other LifeVantage product and program names, or any derivation thereof in the URL, must be transferred to LifeVantage or closed/terminated upon demand by LifeVantage. In no event may the LifeVantage Consultant sell such domain name to any third party without the prior express written consent of LifeVantage.

### 8.5.2 – LifeVantage Consultant Websites

If a LifeVantage Consultant desires to utilize an Internet web page to promote their LifeVantage Consultant Business, they may do so only through the Company's replicated website program, using the official LifeVantage template. This program permits LifeVantage Consultants to advertise on the Internet and to use a home page design that can be personalized with the LifeVantage Consultant's contact information. These websites give the LifeVantage Consultant a professional and Company-approved presence on the Internet. Online sales may only be generated from a LifeVantage Consultant's LifeVantage replicated website. A LifeVantage Consultant shall not use “blind” ads on the Internet that make product or income claims which are ultimately associated with LifeVantage products, opportunity or the LifeVantage Compensation Plan.

### 8.5.3 – Social Media and Other Websites

Non-replicated external websites, specifically social media sites, are relationship-building sites. While building relationships is an important part of the sales process, external websites, including, without limitation, social media sites may not be used as a direct medium for generating sales or explaining the LifeVantage income opportunity or product.

#### 8.5.3.1 – The Official LifeVantage Public Facebook (or similar) Pages

LifeVantage has an official public Facebook page which it uses to invite potential customers and investors to investigate the Company. It is not intended to be used by LifeVantage Consultants to sell product or promote their business or to interact with other LifeVantage Consultants or consumers. As such, LifeVantage Consultant may not place linking information on the public LifeVantage Facebook page, nor may they post any pricing, promotions, marketing material, sales, advertisements, or announcements relating to their businesses. LifeVantage reserves the right to remove any messages posted on the official Company Facebook page as determined in its sole discretion.

#### 8.5.3.2 – Closed LifeVantage Consultant Facebook (or similar) Pages

LifeVantage will also create a closed corporate Facebook community for Company and LifeVantage Consultant use. LifeVantage Consultants may join these groups only with the consent of LifeVantage, and all content and discussions will be password protected and closed to the public. No LifeVantage Consultant shall allow access to or disseminate information from such groups.

### 8.5.3.3 – Other Internet Use

LifeVantage Consultants may use the Internet, social networking sites, blogs, social media and applications, and other sites that have content that is based on user participation and user-generated content, forums, message boards, blogs, wikis and podcasts to do the following:

- 1) Communicate preliminary information about LifeVantage or their involvement with LifeVantage;
- 2) Direct users to their LifeVantage replicated website; and
- 3) Post LifeVantage-produced business support materials only that have been approved by LifeVantage for posting and taken from Company's approved "Internet Toolbox."

Such use is permitted provided that it (1) is incidental to the primary use of the website or forum, (2) does not contain any false or misleading information about LifeVantage, its products or business opportunities, and (3) conforms to the other policies set forth herein, including, without limitation, the policies related to the use of the LifeVantage trademarks, trade names and other intellectual property.

### 8.5.4 – Use of Third-Party Intellectual Property

If LifeVantage Consultants use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any online posting, it is their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the LifeVantage Consultant must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### 8.5.5 – Respecting Privacy

LifeVantage Consultants must always respect the privacy of others in their postings. They must not engage in gossip or advance rumors about any individual, company or competitive products or services. LifeVantage Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

### 8.5.6 – Professionalism

LifeVantage Consultants must ensure that their postings are truthful and accurate. This requires that they fact-check all material they post online. They should also carefully check their postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

### 8.5.7 – Prohibited Postings

LifeVantage Consultants may not make any postings or link to any postings or other material that:

- 1) Is sexually explicit, obscene or pornographic;
- 2) Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, sex, gender identity, sexual orientation, physical disability, or otherwise);
- 3) Is graphically violent, including any violent video game images;
- 4) Is solicitous of any unlawful behavior;
- 5) Engages in personal attacks on any individual, group or entity;

- 6) Is in violation of any intellectual property rights of the Company or any third party; or
- 7) Makes any inappropriate, false, deceptive or misleading (even if true) claims regarding the Company products or business opportunities.

### 8.5.8 – Responding to Negative Online Posts

LifeVantage Consultants should not converse with one who places a negative post against them, other LifeVantage Consultants or LifeVantage. They should report negative posts to the Company at [compliance@lifevantage.com](mailto:compliance@lifevantage.com). Responding to such negative posts simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as LifeVantage, and therefore damages the reputation and goodwill of LifeVantage.

### 8.5.9 – Cancellation of Your LifeVantage Business

If a LifeVantage Consultant's business is cancelled for any reason, they must discontinue using the LifeVantage name, and all the LifeVantage trademarks, trade names, service marks and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all external websites that they utilize and do so as soon as possible, and no later than fourteen (14) days from the date of cancellation. In addition, any LifeVantage Consultant post on any social media site on which such Consultant has previously identified themselves as affiliated with LifeVantage, must be revised to conspicuously disclose that such Consultant is no longer with the Company.

### 8.5.10 – E-mail

LifeVantage Consultants must use the following disclaimers within any email correspondence when discussing LifeVantage or the LifeVantage opportunity: The sender of this email is a LifeVantage Consultant and as such is an independent contractor of LifeVantage. LifeVantage Consultants are not employees of LifeVantage. If you have questions about the Company, please contact LifeVantage Consultant Support by phone **0800 424 302**, or email, at [nzsupport@lifevantage.com](mailto:nzsupport@lifevantage.com). This email message (including attachments) contains information which may be confidential and/or legally privileged. Unless you are the intended recipient, you may not use, copy or disclose to anyone the message or any information contained in the message or from any attachments that were sent with this email. If you have received this email message in error, please advise the sender by email, and delete the message. Unauthorised disclosure and/or use of information contained in this email may result in civil and criminal liability.

### 8.5.11 – Online Classifieds

Current and former LifeVantage Consultants may not use online classifieds (including, but not limited to, Craigslist) to list, sell or retail specific LifeVantage products, product bundles or stacks or the LifeVantage opportunity.

### 8.5.12 – Online Auction Websites

Unless otherwise prohibited by law, the LifeVantage products and business opportunity may not be listed on eBay, Trademe, Amazon, Alibaba or other online auctions, nor may LifeVantage Consultants enlist or knowingly allow or facilitate a third party to sell LifeVantage products on eBay, Amazon or other online stores or auctions.

### 8.5.13 – Online Retailing

Unless otherwise prohibited by law, LifeVantage Consultants may not list or sell LifeVantage products on any retail store or ecommerce site, including Amazon.com or the like (with the exception of their own Replicated Website). Additionally, LifeVantage Consultants may not (1) enlist or knowingly allow a third party to sell LifeVantage products on any online retail store or ecommerce site or (2) sell products to a third party that the LifeVantage Consultant has reason to believe will sell such products on any online retail store or ecommerce site.

### 8.5.13.1 – Liquidated Damages

In the event of any breach of the provisions set forth in paragraphs 8.5.11 or 8.5.12, the LifeVantage Consultant will be liable for liquidated damages in the amount of ten (10) times the full retail price of any goods sold in violation of this Agreement. In so agreeing, the parties acknowledge and understand that the harm flowing to LifeVantage from any such breach may be irreparable or extremely difficult to quantify.

### 8.5.13.2 – Injunctive Relief

In addition to (and not in lieu of) any other remedy available to it under this Agreement, LifeVantage shall have the right to seek immediate, ex parte injunctive relief against the LifeVantage Consultant to remedy any violation of section 8 of this Agreement.

### 8.5.13.3 – Cooperation with Investigations

To assist LifeVantage in the important task of identifying the source(s) of potentially diverted product, LifeVantage Consultants agree that, upon written request from LifeVantage, the LifeVantage Consultant will promptly provide LifeVantage with a list of all persons to whom the LifeVantage Consultant has sold LifeVantage products. LifeVantage Consultants shall keep up-to-date records of such sales, and shall obtain identifying information on all persons to whom products are sold. Furthermore, LifeVantage Consultants will promptly suspend all sales or shipments of products to any person that LifeVantage identifies in writing as a possible diverter of LifeVantage products.

### 8.5.14 – Banner Advertising

LifeVantage Consultant may place banner advertisements on their third-party websites (as described herein below); provided, however, that they only use LifeVantage-approved templates and images from the Tools tab in the Virtual Office, and do not list any pricing, discounts or promotions of any LifeVantage product on such advertisement. Any LifeVantage-related banner advertisements on these websites must link back directly to their Replicated Websites.

### 8.5.15 – Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments a LifeVantage Consultant makes on blogs, forums, guest book, etc., must be unique, informative and relevant.

### 8.5.16 – Digital Media Submission (e.g., YouTube, iTunes, PhotoBucket, etc.)

LifeVantage Consultants may not upload, submit or publish LifeVantage-related video, audio or photo content to any website.

### 8.5.17 – Sponsored Links, Pay-Per-Click (PPC) Ads, and Paid Search

LifeVantage Consultants are not permitted to purchase, arrange for, or otherwise use Paid Search Sponsored links or pay-per-click ads (PPC) in connection with their LifeVantage Consultant Business.

## 8.6 – Spamming and Unsolicited Faxes and/or Emails

Except as provided in this Manual, LifeVantage Consultants may not send or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail or “**spamming**” relative to the operation of their LifeVantage Consultant Business. The terms “**unsolicited faxes**” and “**unsolicited e-mail**” mean the transmission via telephone, facsimile or electronic mail, respectively, of any material or information advertising or promoting LifeVantage, its products, its opportunity or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax or e-mail: (1) to any recipient with that recipient’s prior express invitation or permission; or (2) to any person with whom the LifeVantage Consultant has an established business or personal relationship, in each case as permitted by applicable law.



The term “**established business or personal relationship**” means prior or existing relationship formed by a voluntary two-way communication between a LifeVantage Consultant and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding products offered by such LifeVantage Consultant; or (2) a personal or familial relationship, which relationship has not been previously terminated by either party.

## 8.7 – Telemarketing

Applicable local authorities, each have regulations that restrict telemarketing practices. Many authorities have “**do not call**” regulations as part of their telemarketing laws. Although LifeVantage does not consider LifeVantage Consultants to be “**telemarketers**” in the traditional sense of the word, these government regulations broadly define the term “**telemarketer**” and “**telemarketing**” so that a LifeVantage Consultant’s inadvertent action of calling someone whose telephone number is listed on a “**do not call**” registry could cause them to violate the law. Moreover, these regulations must not be taken lightly, as they can carry significant penalties and fines, per violation. Therefore, LifeVantage Consultants must not engage in telemarketing in the operation of their LifeVantage Consultant Business. The term “**telemarketing**” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a LifeVantage product or service, or to recruit them for the LifeVantage opportunity. “**Cold calls**” made to prospective customers or LifeVantage Consultants that promote either LifeVantage products or services or the LifeVantage opportunity constitute telemarketing and are prohibited. In addition, LifeVantage Consultants shall not use automatic telephone dialing systems or random phone lists relative to the operation of their LifeVantage Consultant Business. The term “**automatic telephone dialing system**” means equipment which has the capacity to: (1) store or produce telephone numbers to be called using a random or sequential number generator; and (2) to dial such numbers. In addition, LifeVantage Consultants acknowledge and agree to abide by telemarketing guidelines.

## 8.8 – Advertised Product Price

LifeVantage may provide LifeVantage Consultants from time to time with suggested retail prices for the sale of the Products, which are the prices at which LifeVantage recommends that the LifeVantage Consultants sell the Products. LifeVantage Consultants agree that all advertising regarding the price of Products will be truthful and will not contain misleading statements. Any violation of this obligation regarding misleading pricing by a LifeVantage Consultant shall constitute a breach of the Agreement and may result in punitive action including, but not limited to, any of the actions set forth in the Agreement.

## SECTION 9 – RULES AND REGULATIONS

### 9.1 – Identification

All LifeVantage Consultants are required to provide their National Identification number, GST number or equivalent government issued identification number, as applicable, to LifeVantage on the LifeVantage Consultant Agreement. Upon enrolment, the Company will provide a unique LifeVantage Consultant Identification Number (DIN) to the LifeVantage Consultant by which they will be identified. This number will be used to place orders and track Financial Distributions.

### 9.2 – Income Taxes

Each LifeVantage Consultant is responsible for paying all applicable taxes on any income generated as a LifeVantage Consultant. If a LifeVantage Consultant is tax exempt, the tax identification, national identification number, GST number or other equivalent identification number, as applicable, must be provided to LifeVantage. LifeVantage shall, in all cases, be entitled to withhold any and all tax of whatever nature as is required of it by any and all applicable laws and whether levied on a Federal, national state/provincial or local (municipality, communal or otherwise) level (a “**political unit**”), and shall further charge, assess or otherwise add to the amounts invoiced or to be invoiced to you whatever value-added, sales, turnover, or equivalent taxes as is required of it by any and all applicable laws of any political unit having jurisdiction to require LifeVantage to do so. LifeVantage will provide to each Consultant only such tax reports and/ or similar tax reporting forms of the jurisdiction in which LifeVantage is itself established, but only if and to the extent required to do so by an applicable law or regulation, and shall further only provide tax reports and/or similar tax reporting forms of the jurisdiction in which each such LifeVantage Consultant is established if and to the extent LifeVantage is required to do so by an applicable law or regulation.

## 9.3 – Insurance

### 9.3.1 – Business Pursuits Coverage

A LifeVantage Consultant may wish to arrange insurance coverage for their LifeVantage Consultant Business. Be advised that most homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. Each LifeVantage Consultant should contact their insurance agent to make certain that their relevant property is protected. This may often be accomplished with a simple “**Business Pursuit**” endorsement attached to their present homeowner's policy.

### 9.3.2 – Product Liability Coverage

LifeVantage maintains insurance to protect the Company and LifeVantage Consultants against product liability claims. The Company's insurance policy extends coverage to LifeVantage Consultants so long as they are marketing LifeVantage products in the regular course of conduct and in accordance with Company policies and applicable laws and regulations. The LifeVantage product liability policy may not extend coverage to claims or actions that arises as a result of LifeVantage Consultant misconduct in marketing the products.

## 9.4 – International Marketing

LifeVantage Consultants are authorised to enrol Customers or Consultants only in countries in which LifeVantage is authorised to conduct business as announced in official LifeVantage Materials or on the Company website. Permissible conduct and activity in unauthorised and/or Not-For-Resale markets is described in the below sections.

Prior to the official opening of a country, permissible LifeVantage Consultant activity is limited to providing business cards and conducting, organising or participating in meetings with no more than five (5) attendees, including the LifeVantage Consultant. Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. LifeVantage Consultant pre-market opening conduct prohibited in all markets includes but is not limited to:

**9.4.1** – All cold-calling techniques (soliciting persons who are not prior personal acquaintances of the contacting LifeVantage Consultant) are strictly prohibited in unauthorised markets;

**9.4.2** – Importing or facilitating the importation of, selling, gifting or distributing in any manner, Company products, services or product sample(s);

**9.4.3** – Placing any type of advertisement or distributing any promotional materials regarding the Company, its products or the opportunity, except for official LifeVantage material specifically authorised for distribution in unopened markets as designated by the Company;

**9.4.4** – Soliciting or negotiating any agreement for the purpose of committing a citizen or resident of an unopened market to the opportunity, a specific enroler or specific line of sponsorship. Furthermore, LifeVantage Consultants may not sign up a citizen or resident of unopened markets in an authorised country or by using the LifeVantage Consultant Agreement forms from an authorised country, unless the citizen or resident of the unopened market has, at the time of sign-up, permanent residence and the legal authorisation to work in the authorised country. It is the enrolling LifeVantage Consultant's responsibility to ensure compliance with residency and work authorisation requirements. Membership or participation in, or ownership of a corporation, partnership or other legal entity in an authorised country may not by itself fulfill the residency or legal authorisation to work requirements. If a participant to a LifeVantage Consultant Business fails to provide verification of residency and work authorisation when requested by the Company, the Company may, at its election, declare the LifeVantage Consultant Agreement void from its inception;

**9.4.5** – Accepting money or other consideration, or being involved in any financial transaction with any potential LifeVantage Consultant either personally or through an agent, for purposes relating to Company products or the opportunity, including renting, leasing or purchasing facilities for the purpose of promoting or conducting Company-related business;

**9.4.6** – Promoting, facilitating or conducting any type of activity which exceeds the limitations set forth in the Agreement, including these P&Ps or which the Company, in its sole discretion, deems to be contradictory to the Company’s business or ethical interests in international expansion.

**9.4.7** – Not-For-Resale (“NFR”) countries are countries where its residents are allowed to import products for personal use only on a “not-for-resale” basis, but where the reselling of those products is prohibited.

## **9.5 – Adherence to Laws and Ordinances**

### **9.5.1 – Local Ordinances**

There are laws regulating certain home-based businesses. In most cases these ordinances are not applicable to LifeVantage Consultants because of the nature of their LifeVantage Consultant Business. However, LifeVantage Consultants must obey those laws that do apply to them. If a government official tells a LifeVantage Consultant that an ordinance applies to him or her, the LifeVantage Consultant shall be polite and cooperative, and immediately send a copy of the ordinance to the LifeVantage Compliance and Education Department. In most cases there are exceptions to the ordinance that may apply to LifeVantage Consultants.

### **9.5.2 – Compliance with Applicable Laws**

LifeVantage Consultants shall comply with all applicable laws and regulations in the conduct of their LifeVantage Consultant Business.

### **9.5.3 – Anti-Corruption Laws**

LifeVantage Consultants must comply with all anti-corruption laws in the markets in which the Company does business. Anti-corruption laws require that you never directly or indirectly (i.e. through a third party) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials.

## **SECTION 10 – SALES**

### **10.1 – Commercial Outlets**

LifeVantage strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for all LifeVantage Consultants, LifeVantage Consultants may not display or sell LifeVantage products or literature in any retail establishment. LifeVantage Consultants may, however, sell LifeVantage products from service establishments which see customers or clients on an appointment only basis, such as hair salons, spas or chiropractic clinics, etc. LifeVantage will permit LifeVantage Consultants to solicit and make commercial sales only upon prior written approval from the Company. The term “**commercial sale**” means the sale of LifeVantage products to a third party who intends to resell such products to an end consumer.

### **10.2 – Trade Shows, Expositions and Other Sales Forums**

LifeVantage Consultants may display and/or sell LifeVantage products at trade shows and professional expositions. Before submitting a deposit to the event promoter, LifeVantage Consultants must contact the LifeVantage Compliance and Education Department in writing for conditional approval, as the LifeVantage policy is to authorise only one LifeVantage Consultant per event. Final approval will be granted to the first LifeVantage Consultant who submits an official advertisement of the event, a copy of the contract signed by both the LifeVantage Consultant and the event official, and a receipt indicating



that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the LifeVantage Compliance and Education Department. LifeVantage further reserves the right to refuse authorisation to participate at any function which it does not deem a suitable forum for the promotion of its products, services or the LifeVantage opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets, as these events are not conducive to the professional image LifeVantage wishes to portray.

### 10.3 – Excess Inventory Purchases Prohibited

LifeVantage Consultants are not required to carry any inventory of products or sales aids. However, LifeVantage Consultants who do so may find selling to customers and building a Marketing Organisation somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new LifeVantage Consultant's needs. Each LifeVantage Consultant must make their own decision with regard to these matters. To ensure that LifeVantage Consultants are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to LifeVantage upon the LifeVantage Consultant's Cancellation pursuant to the Agreement. LifeVantage strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the LifeVantage Compensation Plan. LifeVantage Consultants may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

### 10.4 – Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes, but is not limited to the direct or indirect involvement of: (1) the enrolment of individuals or entities without the knowledge of and/or execution of a LifeVantage Consultant Agreement by such individuals or entities; (2) the fraudulent enrolment of an individual or entity as a LifeVantage Consultant or Customer; (3) the enrolment or attempted enrolment of non-existent individuals or entities as LifeVantage Consultants or Customers; (4) the use of a credit card by or on behalf of a LifeVantage Consultant or Customer when the LifeVantage Consultant or Customer is not the account holder of such credit card; and (5) purchasing LifeVantage product on behalf of another LifeVantage Consultant or Customer or under another LifeVantage Consultant's DIN, or Customer ID to qualify for commissions, bonuses or incentives.

### 10.5 – Repackaging and Relabeling Prohibited

LifeVantage Consultants may not repackage, relabel, refill or alter the labels on any LifeVantage products, information, materials or programs in any way. LifeVantage products must be sold only in their original containers and complete packaging. Such relabeling, or repackaging would violate applicable laws, which could result in severe criminal penalties. LifeVantage Consultants should also be aware that civil liability may arise when, as a consequence of the repackaging or relabeling of products, the person(s) using the product(s) may suffer any type of injury or their property is damaged.

## SECTION 11 – SALES REQUIREMENTS

### 11.1 – Product Sales

The LifeVantage Compensation Plan is based upon the sale of LifeVantage products to end consumer customers. LifeVantage Consultants must fulfill personal and Marketing Organisation sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for applicable rebates, bonuses, commissions and advancement to higher levels of achievement.

#### 11.1.1 – Sales Volume

LifeVantage Consultants must satisfy the Sales Volume Requirement ("SVR") and the Group Sales Volume ("GSV") requirement as specified in the LifeVantage Compensation Plan to fulfill the requirements associated with a particular rank.. LifeVantage will allow LifeVantage Consultants who fail to qualify in any given month to make up the necessary volume one time in a calendar year at no cost. Thereafter, a LifeVantage Consultant may qualify up to two more times in the same calendar year by making up the necessary volume and paying a US\$100 or local currency equivalent fee each time.

## 11.2 – No Territory Restrictions

There are no exclusive territories granted to anyone.

## 11.3 – 70% Sales Rule

The 70% Sales Rule means that upon placing any new product order, each LifeVantage Consultant is deemed to have certified that they have sold or consumed at least 70% of all products purchased in prior orders. Each LifeVantage Consultant that receives rebates, bonuses or commissions and orders additional product agrees to retain documentation that demonstrates compliance with this policy, including evidence of retail sales, for a period of at least four (4) years. A LifeVantage Consultant agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the LifeVantage Compensation Plan constitutes a breach of the Agreement and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any commissions paid to the LifeVantage Consultant for any period of time during which such documentation is not maintained or for which this provision has been breached.

## 11.4 – Sales Receipts

LifeVantage Consultants must provide their resale Customers with an official LifeVantage sales receipt at the time of the sale. These receipts set forth consumer protection rights afforded by applicable law. LifeVantage Consultants must maintain all retail sales receipts for a period of four (4) years and furnish them to LifeVantage at the Company's request. Records documenting the purchases of LifeVantage Consultant's Customers will be maintained by LifeVantage. LifeVantage Consultants must ensure that the following information is contained on each sales receipt: (1) the date of the transaction; (2) the date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and (3) name and address of the selling LifeVantage Consultant. In addition, LifeVantage Consultants must verbally inform the resale Customers of their cancellation rights.

## SECTION 12 – REBATES, BONUSSES AND COMMISSIONS

### 12.1 – Rebates, Bonuses and Commission Qualifications

A LifeVantage Consultant must be active and in compliance with the Agreement to qualify for rebates, bonuses and commissions ("**Financial Distributions**"). So long as a LifeVantage Consultant complies with the terms of the Agreement, LifeVantage shall pay Financial Distributions to such LifeVantage Consultant in accordance with the LifeVantage Compensation Plan.

#### 12.1.1 – Adjustment to Rebates, Bonuses and Commissions

LifeVantage Consultants receive Financial Distributions based on the actual sales of products to end consumers either through their own efforts or those of their Marketing Organisation. When a product is returned to LifeVantage for a refund, the Financial Distributions attributable to the returned product(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered, from the LifeVantage Consultants who received the Financial Distributions on the sales or purchase of the refunded products.

#### 12.1.2. – Commissions Payout Fees

LifeVantage uses various third parties to facilitate payments to its LifeVantage Consultants and LifeVantage Consultants will be assessed a nominal fee or transaction fee charged by such third party to access and/or withdraw their earnings.

#### 12.1.3. – Cancellation Within the First 30 Days

If a LifeVantage Consultant chooses to cancel the Agreement within the first thirty (30) days of enrolment and also chooses to return the product that they have ordered, a refund will be issued for the full amount paid less any shipping, handling, rebates, bonuses or commissions that were issued and in accordance with this Manual.

## 12.2 Unclaimed Commissions and Credits

LifeVantage Consultants must deposit or cash rebate, commission and bonus payments within six months of their date of issuance. A payment that remains uncollected after six (6) months will be void. After a payment has been voided, LifeVantage will attempt to notify the LifeVantage Consultant who has a void payment by sending a monthly written notice to their last known address or email identifying the amount of the payment and advising that the LifeVantage Consultant can request that the payment be reissued. There is a nominal fee charged for any re-issued payments.

## 12.3 Incentive Trips and Awards

From time to time, the Company may provide incentive trips and other awards to qualified LifeVantage Consultants. These awards or trips may be based on rank and/or meritorious LifeVantage Consultant sales performance and are provided only to the person(s) listed on a qualifying LifeVantage Consultant Agreement, up to airfare for two such persons and hotel accommodations of one room. Incentive trips or awards may not be deferred for future acceptance and have no cash value. No payment or credit will be given to those who cannot or choose not to attend trips or to accept awards. Notwithstanding anything to the contrary herein, and although the Company may pay some or all of the costs of such incentive trips, the LifeVantage Consultant agrees to indemnify and hold harmless the Company from any claim, injury, loss or other damage sustained in association with the trip by the LifeVantage Consultant and/or its guests to include visits and/or trips to LifeVantage offices. The LifeVantage Consultant cannot make claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injury, loss or other damage to the LifeVantage Consultant and/or the LifeVantage Consultant's guests. The Company may be required by local law to include the fair market value of any incentive awards, trips, etc. on the LifeVantage Consultant's end of the year tax report. The LifeVantage Consultant is liable for all applicable taxes and agrees to hold the Company harmless from claims of tax liability relating to these incentive trips and awards. If it is discovered that the LifeVantage Consultant has made any misrepresentations or has violated the Agreement in becoming eligible for these incentive trips and awards, the Company may charge the LifeVantage Consultant for any costs incurred by the Company or for any benefits or awards received by the LifeVantage Consultant. The Company reserves the right at its sole and absolute discretion to disallow participation for any reason it deems necessary.

## 12.4 – Reports

Solely for the purposes of this Section 12.4, “**LifeVantage**” means the entity, its affiliates and all of its employees, officers, directors, LifeVantage contractors, LifeVantage Consultants, Customers and agents.

### 12.4.1 – Marketing Organisation Reports

LifeVantage Consultants understands that LifeVantage regularly provides information to each of its LifeVantage Consultants. This includes, but is not limited to, reports of online or telephonic Marketing Organisation Downline activity, such as Sales Volume (“**SV**”) and GSV, and downline sponsoring activity (the “**Information**”).

### 12.4.2 – Report Indemnification

Each LifeVantage Consultant agrees never to assert any claim of any nature against LifeVantage, including its officers, directors, employees and LifeVantage contractors, that arises out of or which is in any way connected with the presentation, compilation, development, publication and dissemination by LifeVantage of the Information including, but not limited to, a claim for lost profits, bonuses, commissions and loss of opportunity. This agreement on the part of each LifeVantage Consultant extends to any act or omission to act by LifeVantage such as, but not limited to, the inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the Information. However, this Section 12.4.2 does not apply to claims that may arise as a result of intentional misconduct or reckless disregard of the rights of LifeVantage Consultants on the part of LifeVantage.

## SECTION 13 – PRODUCT GUARANTEE, RETURNS AND INVENTORY REPURCHASE

### 13.1 – Product Guarantee

Opened and unopened product and marketing materials returned within thirty (30) days of purchase shall receive a 100% refund. All returns must have a Return Merchandise Authorisation (“RMA”), issued through Consultant Support. Product must be received by the Company within ten (10) business days of receipt of the RMA or the product will not be eligible for return.

### 13.2 – Inventory Repurchase

Unopened product with at least six (6) months remaining before its expiration date may be returned within twelve (12) months of purchase and shall receive a 100% refund, less a 10% handling and restocking fee, conditioned upon the receipt of an RMA, issued through Consultant Support, and in accordance to 12.1.1 – Adjustment to Rebates, Bonuses and Commissions, above. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed.

**13.2.1** – If a shipment is refused whether it is a subscription or an order that has just been placed, LifeVantage will charge a 10% restocking fee to the form of payment on file.

### 13.3 – Exceptions to the Refund Policies

Previously paid Financial Distributions may be reversed or adjusted as a result of the returned product and at the sole discretion of the Company. Any Financial Distributions paid to the LifeVantage Consultant and their Upline for the product returned by the LifeVantage Consultant or Customer may be debited from the respective Upline LifeVantage Consultant accounts or withheld from present or future Financial Distributions. A LifeVantage Consultant agrees that they will not rely on existing Marketing Organisation volume at the close of a commission period, as returns may cause changes to volume, title, rank and/or Financial Distributions.

## SECTION 14 – Dispute Resolution and Remedies

### 14.1 – Limitation of Remedies

To the fullest extent permissible under applicable law, neither LifeVantage nor any of its officers, directors, managers, employees, agents, or affiliates shall be liable to any LifeVantage Consultant or anyone else for any indirect, consequential, incidental, special, or punitive damages that arise out of or relate to the Agreement, including but not limited to: alleged damages relating to delays or failures with regard to the ordering, delivery and quality of LifeVantage products; the payment or nonpayment of compensation under the LifeVantage Compensation Plan; and any information provided by LifeVantage to LifeVantage Consultants, including information relating to Marketing Organisations, Uplines, LifeVantage Consultant lists and earnings, and other similar information. Neither LifeVantage nor any of its officers, directors, managers, employees, agents, or affiliates shall be liable under any theory for any condition or circumstance caused by force majeure, including but not limited to strikes, labor difficulties, riots, war, fire, natural disasters, death, curtailment or interruption of a source of supply, or government decrees or orders.

### 14.2 - Stages of Dispute Resolution and General Dispute Resolution Procedures

Disputes between the Company and a LifeVantage Consultant that arise from or relate to the Agreement, the business operated by the LifeVantage Consultant or the opportunity offered by the Company shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) trial before a court for claims under \$25,000.00 United States Dollars or local currency equivalent so long as equitable relief is not also sought (except as set forth below), or binding confidential arbitration if the claim is for \$25,000.00 or more and/or if equitable relief is sought. IF A CLAIM SEEKS DAMAGES FOR \$25,000.00 UNITED STATES DOLLARS OR LOCAL CURRENCY EQUIVALENT OR MORE OR SEEKS EQUITABLE RELIEF (EXCEPT AS SET FORTH BELOW), THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.



The following shall apply to all proceedings under this Dispute Resolution policy:

- Any claim a party has against the other must be brought within one year from the date on which the act or omission giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing the one-year limitation of actions provisions in this policy shall be tolled until the completion of the mediation phase of this policy and for ten calendar days thereafter.
- At no time prior to completion of the negotiation and mediation procedures below shall either party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this Dispute Resolution policy.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any court trial, arbitration, or in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.
- Informal negotiations and mediation shall take place in Salt Lake County, Utah in the United States of America unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either party requests such and it is practicable to do so.
- Each party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.
- If litigation is filed in court, the action may be brought in the jurisdiction in which either party resides or has its principal place of business.
- If arbitration is filed, the arbitration proceedings shall be held in Salt Lake County, Utah in the United States of America unless the LifeVantage Consultant requests that the arbitration proceedings be held in his or her hometown in which case the arbitration proceedings shall be held in LifeVantage Consultant's hometown.

#### 14.2.1 - Informal Negotiation

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement or the Company's business promptly by negotiation between the aggrieved LifeVantage Consultant and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement. A party may, at its election, choose to be accompanied in such negotiation by an attorney. If one party elects to have its attorney present, the other party must also agree to have its attorney present if that party has retained counsel. To institute the negotiation process, either party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the LifeVantage Consultant and their attorney (if applicable) who will accompany them in the negotiation. Within 20 days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one party requests that the meeting be held telephonically. Unless otherwise agreed in writing by the negotiating parties, mediation may be initiated one business day following the close of the negotiation phase. The negotiation phase is "**closed**" when one party notifies the other in writing that it considers the negotiations "**closed**". Such closure shall not preclude continuing or later negotiations if desired by both parties.





### 14.2.2 – Mediation

If the parties are unsuccessful in resolving their dispute through good faith negotiation, the next step in the Dispute Resolution process is mediation. If a party elects to pursue mediation, the party shall serve a written notice requesting mediation (“**Notice of Mediation**”) on the other party within 10 calendar days after the informal negotiation phase is completed. Notice of Mediation shall be personally delivered or sent by prepaid registered airmail or overnight courier and shall be effective on receipt by the party to whom it is addressed. Notice to LifeVantage must be addressed and delivered to the General Counsel at the LifeVantage primary corporate offices in the United States. The Notice of Mediation shall be dated and shall specify the claims or issues that will be subjected to mediation, including the requested remedies sought in the mediation. The parties shall have 10 days following the service of the Notice of Mediation to select a mutually acceptable mediator. The mediator shall be selected from the panel of mediators that the parties mutually agree in writing is appropriate. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) to have a neutral mediator appointed. If neither party timely requests mediation following the completion of the negotiation phase, the dispute shall be deemed resolved and no further action either via mediation, arbitration or litigation may be commenced without the agreement of both parties. Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator. Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties. The parties agree to share equally the costs of the mediator’s fees and any other costs charged by mediator in connection with the mediation. Each party shall individually bear their own other costs associated with the mediation, including but not limited to attorneys’ fees, costs and travel expenses. The mediation shall be kept confidential and shall not be admissible for any purpose in any legal proceeding.

### 14.2.3 – Arbitration or Litigation

If the dispute has not been resolved through informal negotiation and mediation as provided above, the next step in the Dispute Resolution process is either arbitration or litigation as provided below:

- Disputes Subject to Litigation: Claims under \$25,000 United States Dollars or local currency equivalent with no claim for equitable relief. If a claim seeks less than \$25,000 United States Dollars or local currency equivalent and equitable relief is NOT sought, an action may be brought pursuant to the arbitration policy if the parties agree. If the parties do not agree to resolve the dispute through arbitration, a claim may be brought before the small claims court or the court of general jurisdiction in the local court system in which either party resides or has its principal place of business.
- Disputes Subject to Arbitration: Claims for \$25,000 United States Dollars or local currency equivalent or more or claims seeking equitable relief - Confidential Binding Arbitration. If a claim seeks \$25,000 United States Dollars or local currency equivalent or more, or seeks equitable relief, and the parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration as set forth below.

### 14.3 – Arbitration Administered by JAMS

The arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS’ website at [www.jamsadr.com/rules-comprehensive-arbitration/](http://www.jamsadr.com/rules-comprehensive-arbitration/). Copies of JAMS Rules and Procedures will also be emailed to LifeVantage Consultant upon request to the LifeVantage Compliance Department ([compliance@lifevantage.com](mailto:compliance@lifevantage.com)). Notwithstanding the rules of JAMS, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The United States Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the United States Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.



- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- The parties shall be allotted equal time to present their respective cases.
- The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- LifeVantage Consultants shall pay no more than \$250 United States Dollars or local currency equivalent in arbitration filing fees. LifeVantage shall pay all other arbitration filing fees as well as the arbitrator's fee and any arbitration administrative fees.
- Each party shall have the right to be represented by an attorney in arbitration.
- The arbitrator's authority shall be limited to deciding the dispute submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated.
- The parties may settle a dispute between them following the filing of the arbitration without the approval of or involvement of the arbitrator assigned to the dispute.

#### 14.4 – Confidentiality of Dispute Resolution Proceedings

With the exception of discussing the claims with bona fide witnesses to the dispute, neither party (nor any of its attorneys, agents, employees, or proxies) shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the three steps of the Dispute Resolution process unless a specific exemption contained in this Dispute Resolution policy applies.

#### 14.5 – Liquidated Damages for Breach of the Confidentiality Obligation

If a party violates its confidentiality obligations under this Dispute Resolution policy, the non-breaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a party, its attorneys, agents, or a proxy of a party breaches the confidentiality provisions of this Dispute Resolution policy, the following shall apply:

- The non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 United States Dollars or local currency equivalent per violation, or \$25,000.00 United States Dollars or local currency equivalent per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a party to disclose evidence, claims, or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. The parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND
- Breach of the confidentiality provision by disseminating or publishing information described in the preceding paragraph above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and/or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.



## 14.6 – Emergency and Injunctive Relief

Either party may bring an action before JAMS seeking emergency and/or injunctive relief to protect its intellectual property rights and interests, including but not limited to protecting its rights pursuant to the non-solicitation provisions of the LifeVantage Policies and Procedures. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures (available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%202>), or by contacting the LifeVantage Compliance and Education Department ([compliance@lifevantage.com](mailto:compliance@lifevantage.com)). The parties agree that any violation of Sections 6.1 (Non-Solicitation), 7.1 (Marketing Organisation Activity Reports), 8.5.12 (Online Auctions and Online Retailing), and 8.5.13 (Diversion and Sale to Unauthorised Resellers) of this Manual shall entitle LifeVantage to emergency and permanent equitable relief because: (a) there shall be no adequate remedy at law; (b) LifeVantage shall suffer immediate and irreparable harm should such policies be breached; and (c) if emergency and permanent equitable relief is not granted, the injury to LifeVantage shall outweigh the potential harm to the LifeVantage Consultant breaching these policies if emergency and/or permanent equitable relief is granted.

## 14.7 – Disputes Not Subject to the Three-Step Dispute Resolution Process

The following disputes are exempt from the strict adherence to the three steps of the Dispute Resolution process as follows.

### 14.7.1 – Action to Enforce Arbitration Award or Order

Either party may bring an action in a court properly vested with jurisdiction to enforce an Arbitration award or order, including but not limited to an order for emergency relief.

### 14.7.2 – Petitions for Emergency Relief

If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this Dispute Resolution policy without engaging in the negotiation or mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.

### 14.7.3 Disciplinary Sanctions

LifeVantage shall not be required to engage in the three-step Dispute Resolution process prior to imposing disciplinary sanctions for violation of the Agreement pursuant to Section 14.12 below.

## 14.8 – Remedies

Remedies available to LifeVantage Consultants under federal laws and local laws of a LifeVantage Consultant's residence shall remain available to the LifeVantage Consultant in any arbitration proceeding.

## 14.9 – Class Action Waiver

All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the LifeVantage business, or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis. A LifeVantage Consultant may opt out of this class action waiver by submitting written notice of LifeVantage Consultant's desire to opt out to the Company's Compliance and Education Department ([compliance@lifevantage.com](mailto:compliance@lifevantage.com)) within 30 days from the date on which they enrol as a LifeVantage Consultant.

#### 14.10 – Governing Laws

The United States Federal Arbitration Act shall govern all matters relating to arbitration. Except as otherwise specifically referenced in this Manual, the internal laws of the State of Utah, without giving effect to conflicts of interests' principles, shall govern all other matters relating to or arising from the Agreement, the LifeVantage business, the relationship between the parties, or any other claim between the parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the laws in which the small claims court resides shall apply.

#### 14.11 – Attorney's Fees and Costs

Each party shall bear its own attorney's fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, in any legal action commenced to address the unauthorised diversion of products (as set forth in Paragraphs 8.5.12, 8.5.13, 8.5.13(a), 8.5.13(b), and 8.5.13(c) of this Agreement), the prevailing party shall be entitled to recover the attorneys' fees, costs and expenses it incurs in investigating and prosecuting or defending such action.

#### 14.12 – Disciplinary Sanctions, Breach and Remedies

Any breach of the Agreement and disciplinary sanctions, including in this Manual, or any illegal, fraudulent, deceptive or unethical business conduct by a LifeVantage Consultant may result, at the Company's sole discretion, in one or more of the following corrective actions:

- Issuance of a written warning or admonition;
- Issuance of a writing that directs the LifeVantage Consultant to take immediate corrective measures;
- Loss of right to one or more bonus and commission payments; in whole or in part;
- The withholding of Financial Distributions during the period that LifeVantage is investigating any conduct that allegedly violates the Agreement;
- Suspension of the Agreement for one or more pay periods;
- Cancellation of the Agreement;
- Cancellation of the Agreement of any other of the LifeVantage Consultant's Immediate Household or of an Affiliated individual who is in association with the breaching LifeVantage Consultant; and/or
- Any other measure expressly allowed by the Agreement of which LifeVantage deems necessary to implement and appropriate in order to provide a remedy for injuries caused partially or exclusively by the LifeVantage Consultant's breach

#### 14.13 – Modifications and Amendments to the Dispute Resolution Policies

Notwithstanding the provisions of this Manual and the LifeVantage Consultant Agreement, the LifeVantage Consultant understands and agrees that LifeVantage may change, amend, or terminate any of the foregoing Dispute Resolution provisions in this Section 14 after giving the LifeVantage Consultant at least 90 days written or electronic notice. Such notice shall be given by one of the methods specified in the Agreement. Any such change, amendment, or termination will not apply to a pending Dispute Resolution proceeding that was initiated prior to the giving of such notice by LifeVantage.



## SECTION 15 – ORDERING

### 15.1 – Customers

LifeVantage Consultants are encouraged to promote the LifeVantage Customer Program to their Customers. The LifeVantage Customer Program allows Customers to purchase their LifeVantage products directly from LifeVantage through either subscription orders or spot orders. Customers may order online at the LifeVantage internet site or simply call the LifeVantage tollfree order number to place their orders, which they may charge to their credit card. LifeVantage will then send the ordered products directly to the Customer and give the referenced LifeVantage Consultant credit for such orders.

### 15.2 – Purchasing LifeVantage Products

Each LifeVantage Consultant should purchase their products directly from LifeVantage under their LifeVantage Consultant Number. If a LifeVantage Consultant purchases products from another LifeVantage Consultant or any other source, the purchasing LifeVantage Consultant will not receive the Sales Volume, and/or any possible Financial Distributions associated with that purchase.

### 15.3 – General Order Policies

When receiving mail orders with invalid or incorrect payment, LifeVantage will attempt to contact the LifeVantage Consultant or Customer by phone and/or email to try to obtain another payment. If these attempts are unsuccessful after five (5) working days, the order will be returned unprocessed. No charge-on-delivery or C.O.D. orders will be accepted. LifeVantage maintains no minimum order requirements. Orders for products and sales aids may be combined.

### 15.4 – Shipping and Back Order Policy

LifeVantage will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out of stock, it will be placed on back order and sent when LifeVantage receives additional inventory. LifeVantage Consultants will be charged and given Sales Volume on back ordered items unless notified on the invoice that the product has been discontinued. LifeVantage will notify LifeVantage Consultants and Customers if items are backordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be cancelled upon a Customer's or LifeVantage Consultant's request. Customers and LifeVantage Consultants may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the LifeVantage Consultant's Sales Volume will be decreased by the amount of the refund in the month in which the refund is issued.

### 15.5 – Confirmation of Order

A LifeVantage Consultant and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify LifeVantage of any shipping discrepancy or damage within thirty (30) days of shipment waives a LifeVantage Consultant's right to request a correction.

### 15.6 – Product Abandonment

An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within ninety (90) days from the date of order, LifeVantage reserves the right to determine the final outcome of the order and LifeVantage Consultants release the Company from any further obligation or liability.



## SECTION 16 – PAYMENT AND SHIPPING

### 16.1 – Deposits

No monies should be paid to or accepted by a LifeVantage Consultant for a sale to one of their personal resale Customers except at the time of product delivery. LifeVantage Consultants should not accept monies from their resale Customers to be held for deposit in anticipation of future deliveries.

### 16.2 – Insufficient Funds

It is the responsibility of each LifeVantage Consultant to ensure that there are sufficient funds or credit available in their account to cover any monthly subscription orders or any other order. LifeVantage is not obligated to contact LifeVantage Consultants in regard to orders cancelled due to insufficient funds or credit. This type of order cancellation may result in failure to receive product or to meet the LifeVantage Consultant's Sales Volume requirements for the month.

### 16.3 – Restrictions on Third Party Use of Credit Cards

LifeVantage Consultants shall not permit other LifeVantage Consultants or Customers to use their credit cards or to use the credit cards of any other third party.

### 16.4 – Sales, Value-Added, Turnover or Equivalent Taxes

By virtue of its business operations, LifeVantage is required to charge sales taxes and any and all other taxes of whatever nature, whether goods and services, turnover or equivalent taxes, as is required of it by any and all applicable laws, and whether levied on a Federal, national, state/provincial, or local (municipality, communal or otherwise) level. Such tax authorities with jurisdiction to require LifeVantage to charge or collect taxes shall further charge, assess or otherwise add to the amounts invoiced or to be invoiced to Consultants and Customers on all purchases made by LifeVantage Consultants and Customers and remit the taxes charged to the respective tax authorities. Accordingly, LifeVantage will collect and remit sales taxes and any and all other taxes of whatever nature, whether goods and services, turnover or equivalent taxes, as is required on behalf of LifeVantage Consultants, based on the suggested retail price of the products, according to applicable tax rates of the tax authorities to which the shipment is destined. If a LifeVantage Consultant has submitted, and LifeVantage has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License or any other applicable tax "or GST" Registration License or any other applicable tax exemption certificate or proof of turnover or equivalent tax registration, sales taxes or any and all other applicable goods and services, turnover or equivalent tax will not be added to the invoice, if and to the extent allowed by applicable law or regulation, and in that case, the responsibility for collecting and remitting such taxes to the appropriate authorities shall be on the LifeVantage Consultant. Exemption from the payment of sales tax or any and all other equivalent taxes as described above is applicable only to orders which are shipped to a jurisdiction for which the proper tax exemption papers or proof of turnover or equivalent tax registration have been filed and accepted. Applicable sales taxes or any and all other equivalent taxes as described above will be charged on orders that are drop shipped to another tax authority jurisdiction, as the case may be. Any sales tax exemption or other equivalent tax exemption as described above which is accepted by LifeVantage shall not, however, be retroactive in nature or effect.

## SECTION 17 – INACTIVITY AND CANCELLATION

### 17.1 – Effect of Cancellation

So long as a LifeVantage Consultant remains Active and complies with the terms of the Agreement, LifeVantage shall pay Financial Distributions to such LifeVantage Consultant in accordance with the LifeVantage Compensation Plan. A LifeVantage Consultant's Financial Distributions constitute the entire consideration for the LifeVantage Consultant's efforts and activities related to generating sales (including building a Marketing Organisation). Following a LifeVantage Consultant's non-renewal of their Agreement (all of these methods are collectively referred to as "**Cancellation**"), the former LifeVantage Consultant shall have no right, title, claim or interest to the Marketing Organisation which they operated, or any commission or bonus from the sales generated by the Marketing Organisation. A LifeVantage Consultant whose LifeVantage Consultant Business

is cancelled will permanently lose all rights as a LifeVantage Consultant. This includes cancelled rights to sell LifeVantage products and cancelled rights to receive future Financial Distributions resulting from the sales and other activities of the LifeVantage Consultant's former Marketing Organisation. In the event of cancellation, LifeVantage Consultants agree to waive all rights they may have including, but not limited to, property rights, to their former Marketing Organisation and to any bonuses, commissions or other remuneration derived from the sales and other activities of their former Marketing Organisation. Following a LifeVantage Consultant's cancellation of their Agreement, the former LifeVantage Consultant shall not hold themselves out as a LifeVantage Consultant and shall not have the right to sell LifeVantage products. A LifeVantage Consultant whose Agreement is cancelled shall receive Financial Distributions only for the last full commission period they were active and qualified in prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). LifeVantage Consultants may reapply as a new LifeVantage Consultant in accordance with the Agreement.

### 17.2 – Cancellation Due to Inactivity

A LifeVantage Consultant has the responsibility to lead their Marketing Organisation with the proper example in personal production of sales to end consumer customers. Without this proper example and leadership, the LifeVantage Consultant will lose their right to receive Financial Distributions from sales generated through their Marketing Organisation when the LifeVantage Consultant fails to meet the 150 Sales Volume Requirement for any commission period. If a LifeVantage Consultant has not fulfilled their Sales Volume Requirement for a period of twelve (12) consecutive calendar months, and has not paid the applicable renewal fee the Company may cancel the Agreement for inactivity. The Cancellation will become effective on the day following the last day of the twelfth month of inactivity. If the LifeVantage Consultant has a valid monthly subscription order at the time of cancellation, the LifeVantage Consultant will be reclassified as a Customer and their subscription order will not be interrupted and they may continue to purchase as a Customer on subscription. LifeVantage will notify LifeVantage Consultants that they are being reclassified at least thirty (30) days prior to the reclassification. LifeVantage Consultants may reapply as a new LifeVantage Consultant in accordance with the Agreement.

### 17.3 – Involuntary Cancellation

A LifeVantage Consultant's breach of any of the terms of the Agreement may result in any of the sanctions and/or actions in the Agreement, including the involuntary Cancellation of their Agreement. Unless otherwise provided for in the Cancellation notice, Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the LifeVantage Consultant's last known address; email or fax number, or their attorney, or when the LifeVantage Consultant receives actual notice of Cancellation, whichever occurs first. Entry into any other Agreement after Cancellation, if ever granted, must be initiated by and in the discretion of the Company.

### 17.4 – Voluntary Cancellation

A LifeVantage Consultant has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to the Company at its principal business address by submitting a request via email to **Compliance@lifevantage.com** from the email address associated with the LifeVantage Consultant. The written notice must include the LifeVantage Consultant signature, printed name, address and LifeVantage Consultant DIN. However, if a LifeVantage Consultant is not in good standing with the Company at the time LifeVantage receives notice of cancellation, the consequences of an involuntary cancellation may take effect per the Agreement. LifeVantage Consultants may reapply as a new LifeVantage Consultant in accordance with the Agreement.

### 17.5 – Non-Renewal

A LifeVantage Consultant may voluntarily cancel their Agreement by sending written notice within thirty (30) days of the first day of the anniversary date or by failing to pay the annual fee as described in section 3.3. The Company in its discretion may also elect not to renew the Agreement upon the Agreement's anniversary date, as further provided in this Agreement.



## SECTION 18 – DEFINITIONS

**Acceptance** – means the acceptance of the application to become a LifeVantage Consultant by completing a LifeVantage Consultant Agreement and delivering it to LifeVantage. “**Acceptance**” shall be deemed to occur when LifeVantage accepts a valid LifeVantage Consultant Application and Agreement from a person who has decided to become a LifeVantage Consultant.

**Active or Active LifeVantage Consultant** – means the status of a LifeVantage Consultant who is in full compliance with the Consultant Agreement and has satisfied the minimum Sales Volume requirements, as set forth in the LifeVantage Compensation Plan, to ensure that he or she is eligible to receive Financial Distributions.

**Agreement** – means the contract between the Company and each LifeVantage Consultant as defined in section 2.1, all in their current form or as amended by LifeVantage from time to time in its sole discretion. These documents are collectively referred to as and comprise the “**Agreement.**”

**Breach** – “**Breach**,” “**Default**” and “**Violation**” mean an actual or alleged transgression or violation of any part of the Agreement.

**Business Center(s)** – means additional consultant positions placed under the original LifeVantage Consultant Business as allowed in the LifeVantage Compensation Plan in effective prior to 1 March 2023.

**Cancellation** – means the termination of a LifeVantage Consultant Business. Cancellation may be either voluntary or involuntary, through non-compliance, non-renewal or inactivity. Termination is sometimes used herein interchangeably with cancellation.

**Career Rank** – means the “**title**” that a LifeVantage Consultant has achieved pursuant to the LifeVantage Compensation Plan.

**Company** – means LifeVantage New Zealand Limited and any parent, affiliates and/or subsidiary entities.

**Customer** – means any legal person whose LifeVantage Customer Agreement has been accepted by Company. LifeVantage Customers may obtain lower prices through a subscription enrolment where they receive chosen products each month paid in recurring monthly charges. A Customer is not a LifeVantage Consultant and is not entitled to any Financial Distributions or to retail the product.

**Enrolee** – means the LifeVantage Consultants and Customers who have been signed up as LifeVantage Consultants or Customers by another LifeVantage Consultant, who is their Enroler.

**Enroler** – means the LifeVantage Consultant who enrolls a new LifeVantage Consultant or Customer. The Enroler may sponsor or place the new Consultant under their position or, if a Consultant, under any other position within their Marketing Organisation. For the avoidance of doubt Customers will only be allowed to be placed under the LifeVantage Consultant’s position. The position under which the new Consultant or Customer is placed is the “**Placement Sponsor**”. The same LifeVantage Consultant may be both the Enroler and the Placement Sponsor.

**Immediate Household** – means heads of household and dependent family members residing at the same house.

**LifeVantage Consultant** – means an independent contractor who has signed and completed the official LifeVantage Consultant Agreement and whose LifeVantage Consultant Agreement has been accepted by LifeVantage. A LifeVantage Consultant is required to meet certain qualifications and is responsible for the motivation, support and development of the LifeVantage Consultants in their respective Marketing Organisation. LifeVantage Consultants are entitled to purchase LifeVantage products at retail or subscription prices, enrol Customers and new LifeVantage Consultants, and participate in the LifeVantage Compensation Plan.



**Marketing Organisation** – means the network of LifeVantage Consultants and Customers who exist under a LifeVantage Consultant Business and is also called “**downline**”. Each LifeVantage Consultant understands that (1) LifeVantage Consultants do not have any ownership or possessory right, title or interest in any Marketing Organisation(s) individual, entity, Organisation or in any materials generated by LifeVantage or created by LifeVantage Consultants or any other individual or entity to the extent that it consists, in whole or in part, of any information about LifeVantage Marketing Organisation(s) or any part of the Agreement; (2) the sole property interest of a LifeVantage Consultant with respect to Marketing Organisation(s) is the contractual right to receive Financial Distributions as set forth in the Agreement; and (3) LifeVantage is the sole owner of any and all Marketing Organisation(s) rights, titles, interests and materials.

**Marketing Organisation(s) Activity Report** – means a monthly report generated by LifeVantage that provides critical data relating to the identities of LifeVantage Consultants, Customers, sales information and enrolment activity of each LifeVantage Consultant’s Marketing Organisation. This report contains confidential and trade secret information which is proprietary to LifeVantage. It is owned solely by LifeVantage.

**Official LifeVantage Material** – means literature, audio or digital recordings and other materials developed, printed, published and distributed by LifeVantage to LifeVantage Consultants and Customers.

**Paid-As Rank** – means the current rank of a LifeVantage Consultant, as determined by the LifeVantage Compensation Plan, for any calendar month. To be considered “**Active**” relative to a particular rank, a LifeVantage Consultant must meet the criteria set forth in the LifeVantage Compensation Plan.

**Placement Sponsor** – means the LifeVantage Consultant under whom the Enroler places a new Consultant.

**Recruit** – means the actual or attempted sponsorship, solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third party, another LifeVantage Consultant to enrol or participate in a Competing Activity. This conduct constitutes Recruiting even if the Consultant’s actions are in response to an inquiry or contact made by another Consultant.

**Restockable and Resalable** – means products and sales aids if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to LifeVantage within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains current LifeVantage labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item, shall not be resalable.

**Roll-Up** – means the method by which a vacancy is filled in a Marketing Organisation left by a LifeVantage Consultant whose respective Agreement has been cancelled.

**Start Kit** – means a selection of LifeVantage training materials and business support materials that each new LifeVantage Consultant is required to purchase. This purchase may be optional in some jurisdictions.

**Subscription** – means the optional LifeVantage program by which products are automatically shipped to LifeVantage Consultants and Customers. Subscriptions are incorporated into the “**Agreement**” and can be found as part of the LifeVantage Consultant Application and Agreement or Customer Application and Agreement.

**Subscription Price** – means the price of the products that is paid to the Company by LifeVantage Consultants or Customers who have chosen to enter into a Subscription.

**Upline** – means the LifeVantage Consultant position(s) above a particular LifeVantage Consultant in a sponsorship line or enrolment line up to the Company. Conversely stated, it is the line of sponsors or Enrolers that links any particular LifeVantage Consultant or Customer to the Company.