

# INDEPENDENT DISTRIBUTOR APPLICATION

**PRIMARY APPLICANT** \*Required Information (Please Print Clearly)

\*First and Last Name (Legal Name)

\*Social Security Number (Required if not using EIN)

\*Birth Date (MM/DD/YYYY) (Applicant must be 18 years or older)

\*Gender  F  M

\*Is the Primary Applicant a U.S. citizen or U.S. person?  Yes  No

If Yes, please select Tax Classification below:

Individual/Sole Proprietor

Partnership

LLC, taxed as S Corporation

C Corporation

Trust/Estate

LLC, taxed as Partnership

S Corporation

LLC, taxed as C Corporation

Other \_\_\_\_\_

**CONTACT INFORMATION**

\*Home Phone

Cell Phone

Fax Number

\*Applicant E-mail

By signing and submitting this Application, I agree that LifeVantage or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. I consent and agree to LifeVantage contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the LifeVantage privacy policy when I sign and submit this Distributor Agreement.

**BILLING ADDRESS** (Must match your credit card address)

\*Address

\*City

\*State

\*Zip Code

**SHIPPING ADDRESS** (Leave blank if same as billing address)

\*Address

\*City

\*State

\*Zip Code

**CO-APPLICANT** (optional) \*Gender  F  M

\*First and Last Name (Legal Name)

\*Birth Date (MM/DD/YYYY) (Co-Applicant must be 18 years or older)

I am upgrading my Subscription Customer account to a Distributor account. I understand my Enroller and Placement Sponsor will not change and I do not need to provide that information below.

Subscription Customer ID

**ENROLLER INFORMATION** (Your enroller is the individual who introduced you to LifeVantage.)

Enroller Name

ID Number

**PLACEMENT SPONSOR INFORMATION** (Your placement indicates the individual under whom you are placed. If no one is listed, your enroller also becomes your Placement Sponsor. Your enroller is able to place you within 30 days.)

Placement Sponsor Name

ID Number



**LIFEVANTAGE INDEPENDENT DISTRIBUTOR ENROLLMENT ORDER.** All new distributors are required to purchase a Start Kit at the time of sign-up. The cost of the Start Kit is \$50 plus applicable shipping, handling and sales tax. Prices of enrollment packs listed below do not include sales tax, but include **FREE SHIPPING**. The Distributor can meet the Start Kit requirement by purchasing the Kit by itself or adding it to any of the packs shown below.

- START KIT - \$50.00** - 3 Annual Product Guides, 1 What's in the Kit? Guide, 1 6 Basic Elements Brochure (10-pk), 1 Product Samples Ingredients, 5 day sample of the Vitality Stack Packets, 5 TrueScience® Anti-Aging Cream Samples, 1 AXIO® Sour Cherry Stick Pack, 1 AXIO® Decaf Red Raspberry Stick Pack, 1 AXIO® Green Grape Stick Pack, 1 AXIO® Decaf Grapefruit Stick Pack, and 1 AXIO® Dragon Fruit Stick Pack.
- PLATINUM PACK - \$1,200.00 (1000PV)** - 3 Vitality Stack Packets, 2 Protandim® Nrf2, 2 Protandim® NRF1, 1 AXIO® Green Grape, 1 AXIO Sour Cherry, 1 AXIO® Dragon Fruit, 1 AXIO® Decaf Grapefruit, 1 AXIO® Decaf Red Raspberry, 3 TrueScience® Hair Care Systems, 2 TrueScience® Beauty Systems, 1 TrueScience® Hand Cream and 1 All Access Event Ticket.
- GOLD PACK - \$600.00 (500PV)** - 2 Vitality Stack Packets, 1 Protandim® Nrf2, 1 Protandim® NRF1, 1 AXIO® Dragon Fruit, 1 AXIO® Decaf Red Raspberry, 1 TrueScience® Hair Care System, 1 TrueScience® Beauty System and 1 All Access Event Ticket.
- SILVER PACK - \$300.00 (250PV)** - 1 Vitality Stack Packets, 1 Protandim® Nrf2, 1 Protandim® NRF1, 1 AXIO® Dragon Fruit, 1 TrueScience® Hair Care System and 1 TrueScience® Hand Cream.



PRODUCT	LIST PRICE	SUBSCRIPTION PRICE	SAVINGS	PV	LIST PRICE		SUBSCRIPTION	
					QTY	SUB-TOTAL	QTY	SUB-TOTAL
<b>Start Kit</b> (When ordering a Start Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.)	—	\$50	—	0	1	\$50	—	—
<b>Vitality Stack</b> (Includes (1) Protandim® NRF1, (1) Protandim® Nrf2, (1) LifeVantage® ProBio, and (1) Omega+) <b>FREE SHIPPING</b>	\$179	\$149	\$30	125				
<b>Vitality Stack Packets</b> (Includes 30-day supply of Protandim® NRF1, Protandim® Nrf2, LifeVantage® ProBio, and Omega+) <b>FREE SHIPPING</b>	\$181	\$151	\$30	125				
<b>Activated Essentials</b> (includes (1) Protandim® NRF1, (1) Protandim® Nrf2, and (1) LifeVantage® ProBio) <b>FREE SHIPPING</b>	\$150	\$125	\$25	100				
<b>Protandim® Dual Synergizer™</b>	\$102.99	\$85.99	\$17	80				
<b>Protandim® Nrf2 Synergizer™</b>	\$50.99	\$40.99	\$10	40				
<b>Protandim® NRF1 Synergizer™</b>	\$59.99	\$49.99	\$10	40				
<b>LifeVantage® Omega+</b>	\$48.99	\$40.99	\$8	30				
<b>LifeVantage® ProBio</b>	\$50.99	\$40.99	\$10	30				
<b>AXIO® Green Grape</b>	\$60.99	\$50.99	\$10	50				
<b>AXIO® Sour Cherry</b>	\$60.99	\$50.99	\$10	50				
<b>AXIO® Dragon Fruit</b>	\$60.99	\$50.99	\$10	50				
<b>AXIO® Decaf Red Raspberry</b>	\$60.99	\$50.99	\$10	50				
<b>AXIO® Decaf Grapefruit</b>	\$60.99	\$50.99	\$10	50				
<b>TrueScience® Hair Care System</b> (includes the below 3 products) <b>FREE SHIPPING</b>	\$120.99	\$100.99	\$20	90				
• TrueScience® Invigorating Shampoo	\$36.99	\$30.99	\$6	27				
• TrueScience® Nourishing Conditioner	\$42.99	\$35.99	\$7	30				
• TrueScience® Scalp Serum	\$60.99	\$50.99	\$10	45				
<b>TrueScience® Beauty System</b> (includes the below 4 products) <b>FREE SHIPPING</b>	\$168.99	\$140.99	\$28	130				
• TrueScience® Facial Cleanser	\$30.99	\$25.99	\$5	23				
• TrueScience® Perfecting Lotion	\$42.99	\$35.99	\$7	32				
• TrueScience® Eye Serum	\$48.99	\$40.99	\$8	36				
• TrueScience® Anti-Aging Cream	\$85.99	\$70.99	\$15	65				
<b>TrueScience® Hand Cream</b>	\$15.99	\$12.99	\$3	10				
<b>PhysIQ™ System</b>	\$168.99	\$140.99	\$28	100				
• PhysIQ™ Prebiotic	\$49.99	\$40.99	\$9	30				
• PhysIQ™ Fat Burn	\$61.00	\$50.99	\$10.01	40				
• PhysIQ™ Whey Protein	\$73.00	\$60.99	\$12.01	45				
<b>PhysIQ™ Curb</b>	\$30.99	\$25.99	\$5	15				
<b>PhysIQ™ Beauty</b>	\$36.99	\$30.99	\$6	15				
<b>Petandim™ for Dogs</b>	\$30.99	\$25.99	\$5	25				
Shipping, handling and applicable sales tax will be added to each order.						<b>TOTAL</b>		<b>TOTAL</b>

Monthly Subscription Date  5th  10th  15th  20th  25th

Please Note: Prices and products are subject to change.

(Please select your monthly Subscription date. Your Subscription will begin on the month following your initial order and will ship on the date you select each month thereafter.)



**PAYMENT INFORMATION**

In an effort to protect your credit card information, we request that you do not write it on this form. Please provide a phone number where you can be reached, and indicate your preferred time of day for a customer support representative to call you to process your payment.

(    ) - \_\_\_\_\_

Phone

Best time to reach me:    morning    afternoon    evening

**DISTRIBUTOR AGREEMENT**

By signing and submitting this form and payment of my Start Kit, I acknowledge that I am applying to become a LifeVantage Independent Distributor. I consent to LifeVantage contacting me at the telephone numbers, fax number, and/or E-mail address listed on my application or as updated. I certify that I have read and agree to the Terms and Conditions for this agreement, the Subscription Program, the MasterTracks Subscription Program included with this form. I further certify that I have received, have read, understand and agree to the LifeVantage Compensation Plan and the LifeVantage Policies and Procedures, which are incorporated herein and made part of this agreement.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-Applicant Signature (if applicable)

□ □ - □ □ - □ □ □ □ □ □

Date (MM/DD/YYYY)

□ □ - □ □ - □ □ □ □ □ □

Date (MM/DD/YYYY)



## INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

This document is your application to become an Independent Distributor of LifeVantage Corporation (referred to as "LifeVantage" or the "Company").  
When submitted by you and accepted by LifeVantage, this document becomes part of a legal agreement between you and LifeVantage.

### PART I. INDEPENDENT DISTRIBUTOR AGREEMENT TERMS AND CONDITIONS

#### SECTION 1. DEFINITIONS:

- 1.1 The "Agreement" consists of (1) this Application, including its Terms and Conditions; (2) the Policies and Procedures ("P&P"); (3) the LifeVantage® Compensation Plan (the "Compensation Plan"); (4) the Business Entity Form, if applicable; and (5) subsequent amendments to any of the preceding documents.
- 1.2 "Acceptance" means your acceptance of the offer of LifeVantage to become an Independent Distributor by completing this Application and delivering it to LifeVantage. "Acceptance" shall be deemed to occur when LifeVantage first receives an Application from a person who has decided to become a Distributor.
- 1.3 "Breach," "Default" and "Violation" mean an actual or alleged transgression or violation of any part of this Agreement.
- 1.4 "Cancel" or "Cancellation" - means the expiration or termination of an Independent Distributorship and all contractual rights and obligations pursuant to the Agreement between the Company and the Independent Distributor except for those rights and obligations that expressly survive the termination of the Agreement. Cancellation may be either voluntary or involuntary by either LifeVantage or an Independent Distributor, and may occur as a result of non-renewal, inactivity, sale, transfer or assignment of a LifeVantage independent Distributorship, or breach of the Agreement.
- 1.5 The "Definitions" section of the LifeVantage's P&P manual is incorporated as part of these Terms and Conditions.
- 1.6 "My downline," "my downline marketing organization," or "my downline sales organization" means the network of Independent Distributors and Customers who exist under me pursuant to the Agreement.
- 1.6.1 "My downline" or any similar reference is only used for simplicity purposes. Independent Distributor understands that (1) Independent Distributor does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by LifeVantage or created by Independent Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about LifeVantage downlines or any part of the Agreement (2) the sole property interest of an Independent Distributor with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that LifeVantage is the sole owner of any and all downline rights, titles, interests and materials.
- 1.7 "Materials," "Promotional Materials" or "a Publication" means any publication created or adopted by LifeVantage that is made available to Independent Distributors.

#### SECTION 2. TERM:

The term of this Agreement is one year from the date of LifeVantage's acceptance of this Application. If Distributor fails to renew its business pursuant to the P&P, or if this Agreement is canceled for any reason, Distributor will lose Distributor's rights as an Independent Distributor of LifeVantage. LifeVantage reserves the right to terminate all Independent Distributor Agreements upon 30 days notice if the Company ceases business operations or if the assets or if a majority of LifeVantage then outstanding stock is sold or transferred.

#### SECTION 3. INDEPENDENT CONTRACTOR STATUS:

Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, taxes of any kind other than as required by law. An IRS Form W-9 is required from all Independent Distributors.

#### SECTION 4. LEGAL PROVISIONS RELATIVE TO THE AGREEMENT:

4.1 Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement.

4.2 The Agreement may be amended from time-to-time at the sole discretion of LifeVantage. Notification of each amendment shall be effective upon publication of that amendment in a LifeVantage publication.

#### SECTION 5. RIGHTS TO TRANSFER OR DELEGATE:

5.1 Distributor does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of LifeVantage. Any attempt to transfer or assign the Agreement without the express written consent of LifeVantage is totally ineffective and void and will be a material breach of this Agreement.

5.2 LifeVantage has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under the Agreement without the prior written consent of Distributor.

#### SECTION 6. PUBLICITY RIGHTS:

LifeVantage is authorized to use Independent Distributor's name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six (6) months immediately after its cancellation. Independent Distributor waives all claims for remuneration for such use.

#### SECTION 7. I UNDERSTAND THAT AS A LIFEVANTAGE INDEPENDENT DISTRIBUTOR:

- 7.1 I have the right to present for sale LifeVantage products and services in accordance with the Agreement.
- 7.2 I have the right to enroll persons as Independent Distributors or Customers of LifeVantage products.
- 7.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organization.
- 7.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- 7.5 I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the P&P.

#### SECTION 8. GOVERNING LAW AND RESOLUTION OF DISPUTES:

- 8.1 The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of Utah, without giving effect to conflicts of law principles.
- 8.2 The parties agree that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the state and federal courts located in the State of Utah, County of Salt Lake and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.
- 8.3 Distributor acknowledges that the covenants set forth in this Agreement and in the P&P manual are reasonable and necessary to protect the legitimate interests of LifeVantage and that LifeVantage would not enter into this Agreement in the absence of such covenants. Distributor further acknowledges that his/her breach of the covenants set forth in this Agreement and in the P&P manual would cause likely cause LifeVantage irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain. Therefore, Distributor agrees that LifeVantage shall be entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin Distributor from breaching or threatening to breach such covenants. Injunctive relief shall not be the exclusive remedy available to LifeVantage.

#### SECTION 9. COMMUNICATION:

9.1 By signing and submitting this Application, I agree that LifeVantage or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. I consent and agree to LifeVantage contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the LifeVantage privacy policy when I sign and submit this Distributor Agreement.

9.2 I specifically authorize LifeVantage to communicate with me by electronic mail (e-mail) for any purpose, including formal notices pursuant to the Agreement, at the email address I have entered on this Application.

#### SECTION 10. MISCELLANEOUS:

- 10.1 A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.
- 10.2 By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth at [www.lifevantage.com](http://www.lifevantage.com). I acknowledge that I have read the privacy policy found on this website. I certify I have not been a LifeVantage Independent Distributor, or a partner, shareholder, or principal or any entity having a LifeVantage business within the past six (6) months. I represent that I have had full opportunity (1) to read this Agreement; (2) to obtain guidance or advice of my own legal counsel; and (3) to communicate with LifeVantage concerning any comments or questions about my understanding of this Agreement.
- 10.3 Taxpayer Identification Number. If you are a United States person (including a resident alien), you must provide LifeVantage with your correct taxpayer identification number ("TIN"), which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For an Independent Distributor account that is a partnership, corporation, company or associate organized in the United States or under the laws of the United States, you must provide your Employer Identification Number ("EIN"). If you fail to provide LifeVantage with a TIN or the TIN you provide is incorrect, at the request of the Internal Revenue Service ("IRS"), LifeVantage has the right to withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to LifeVantage that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. If you indicated above that you are a U.S. citizen or other U.S. person, you certify the following: Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person, and (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.
- 10.4 I agree and understand that any intentional misrepresentation of any information I provide on this Independent Distributor Application and Agreement may result in action by LifeVantage, including, but not limited to, termination of this Agreement.
- 10.5 By signing and submitting this form and payment of my Start Kit, I acknowledge that I am applying to become a LifeVantage Independent Distributor. I consent to LifeVantage contacting me at the telephone numbers, fax number, and/or E-mail address listed on my application or as updated. I certify that I have read and agree to the Terms and Conditions for this agreement, the Subscription Program, the MasterTracks Subscription Program included with this form. I further certify that I have received, have read, understand and agree to the LifeVantage Compensation Plan and the LifeVantage Policies and Procedures, which are incorporated herein and made part of this agreement.

### PART II. INTERNATIONAL ENROLLMENT

The following Terms and Conditions apply to Applicants as they work in Authorized Countries outside of the United States. All the material Terms and Conditions of International Enrollment are contained in this Part II. The Agreement, as defined in Part I of this document, is applicable to this Part II.

- 11 I agree that I have the right to enroll new distributors but that LifeVantage does not grant me the right to market LifeVantage Products or services registered in other Authorized Countries outside of the United States.
- 12 I acknowledge that every Authorized Country may have specific laws and requirements applicable to me as an Enroller of Distributors in that Authorized Country, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all visa, immigration, and registration requirements.
- 13 I agree that I may purchase LifeVantage products and services in an Authorized Country (other than the United States) only from LifeVantage's affiliated company designated as the exclusive wholesale distributor in that Authorized Country, and that such affiliated company may require me to execute a separate whole product purchase agreement. I further agree that (i) I may only purchase LifeVantage



products and services in an Authorized Country (other than the United States) for personal use or to demonstrate to potential new distributors, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any LifeVantage Products or other LifeVantage products or services registered in that Authorized Country, and (iii) I will comply with all applicable laws regarding the purchase of LifeVantage products and services in an Authorized Country.

### **PART III. SUBSCRIPTION TERMS AND CONDITIONS**

The following Terms and Conditions apply only to Applicants who have elected to participate in the optional LifeVantage Subscription Program. All of the material Terms and Conditions of the Subscription Program are contained in this Part III. The Agreement, as defined in Part I of this document, is applicable to this Part III.

- 1.1 I authorize LifeVantage to submit a charge for payment, from my credit or debit card as provided to LifeVantage, for my monthly Subscription purchase of product that is specifically identified in this Application or as updated. I understand that there are no minimum number of purchases each month for participation in this Program.
- 1.2 I understand that my first order will be processed and shipped within five (5) business days of LifeVantage's acceptance of my first order. Furthermore, I understand that periodic shipments of the product that I have ordered will occur without any further action by me. I understand that there will be approximately a one (1) month interval between each shipment.
- 1.3 I understand that I may cancel my Subscription participation within three (3) business days of the date of my submission of this Application to LifeVantage and receive a full refund of any Subscription related amounts charged to my credit or debit card for that initial Subscription order. Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures. I understand and acknowledge that LifeVantage's Product Guarantee, Limitation of Liability and LifeVantage's return and refund general policy are incorporated into this Application by reference.
- 1.4 I understand that to change any feature of my Subscription, I must submit a new Subscription Application. Each Subscription Application will supersede all previous Subscription Applications. Notice of change must be received by LifeVantage at least three (3) business days prior to the next monthly Subscription date.
- 1.5 I understand that this Agreement will remain in effect until: (1) I elect to modify it by calling Distributor Support and cancelling my Subscription; (2) I send, in writing, my cancellation of my participation of in the Subscription Program to LifeVantage Corporation, Attn: Distributor Support at 9785 South Monroe Street, Suite 300, Sandy, Utah 84070, USA, or by calling 1.866.460.7241; I acknowledge that this cancellation notice must include my signature, printed name, address, and my LifeVantage Identification Number; (3) stop payment of any payment withdrawals by LifeVantage by notifying my issuing bank at least three (3) business days prior to the scheduled charging of my account; or (4) my payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the next scheduled Subscription date in order to avoid charges for that month. I understand that if a cancellation notice is received by LifeVantage fewer than three (3) business days prior to the weekly Subscription date; cancellation will become effective the week following the week in which my notice of cancellation is received by LifeVantage.
- 1.6 I understand that applicable shipping and handling fees, and sales taxes will be added to my Subscription order amount each month, based on the address to which my Subscription orders are sent. I authorize LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage.

### **PART IV. MASTERTRACKS SUBSCRIPTION PROGRAM TERMS AND CONDITIONS**

The following Terms and Conditions apply only to Applicants who have elected to participate in the optional LifeVantage MasterTracks Subscription Program. All of the material Terms and Conditions of the MasterTracks Subscription Program are contained in this Part IV. The Agreement, as defined in Part I of this document, is applicable to this Part IV.

- 1.1 I authorize LifeVantage to submit a charge for payment, from my credit or debit card as provided to LifeVantage, for my weekly MasterTracks Subscription purchase of product that is specifically identified in this Application or as updated.
- 1.2 I understand that my first order will be processed and shipped within 60 calendar days of purchasing a Vantage Pack. Furthermore, I understand that weekly shipments of the MasterTracks that I have ordered will occur without any further action by me. I understand that there will be one disc shipped every week.
- 1.3 I understand that I may cancel my MasterTracks Subscription participation at any time by calling Distributor Support at 1.866.460.7241. Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures. I understand and acknowledge that LifeVantage's Product Guarantee, Limitation of Liability and LifeVantage's return and refund general policy are incorporated into this Application by reference.
- 1.4 I understand that to change any feature of my MasterTracks Subscription order selection, method of payment, or the authorized amount, I must submit a new Subscription Application. Each Subscription Application will supersede all previous Subscription Applications.
- 1.5 I understand that this Agreement will remain in effect until I: (1) elect to modify it by calling Distributor Support and cancelling my MasterTracks Subscription; (2) send, in writing, my cancellation of my participation of in the MasterTracks Subscription Program to LifeVantage Corporation, Attn: Distributor Support at 9785 South Monroe Street, Suite 300, Sandy, Utah 84070, USA, or by calling 1.866.460.7241; I acknowledge that this cancellation notice must include my signature, printed name, address, and my LifeVantage Identification Number; (3) stop payment of any payment withdrawals by LifeVantage by notifying my issuing bank at least three (3) business days prior to the scheduled charging of my account; or (4) my payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the next scheduled Subscription date in order to avoid charges for that month. I understand that if a cancellation notice is received by LifeVantage fewer than three (3) business days prior to the weekly MasterTracks date; cancellation will become effective the week following the week in which my notice of cancellation is received by LifeVantage.
- 1.6 I understand that applicable sales taxes will be added to my MasterTracks Subscription order amount each week, based on the address to which my MasterTracks Subscription orders are sent. I authorize LifeVantage to add such amount to the amount charged to the debit or credit card that I have selected or as updated.

### **PART VI. PRIVACY SHIELD ONWARD TRANSFER PROVISIONS**

This Privacy Shield Onward Transfer Provisions (the "Provisions") outlines additional terms and conditions with regard to the Independent Contractor Distributor ("Distributor") Receipt and Processing (defined below) of Personal Data (defined below) under or in connection with the LifeVantage Distributor Application and Agreement between LifeVantage Corporation and Distributor (the "Agreement"). In the event of any conflict between the terms and conditions of the Provisions (below) and the Agreement, the terms and conditions of the Provisions will govern and control.

This purpose of the Provisions is to ensure that adequate safeguards are in place and followed with respect to Distributor's Processing of Personal Data on behalf of LifeVantage Corporation ("LifeVantage"), and to otherwise ensure the lawful Processing of Personal Data.

## **BACKGROUND**

## **TERMS AND CONDITIONS**

### **SECTION 1. DEFINITIONS.**

Capitalized terms used and not defined in the Provisions have the respective meanings assigned to them in the Agreement. As used herein, the following terms have the provided meanings:

- 1.1 "Directive" means the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. For purposes of the Provisions, Directive further includes the laws of the Member States of the European Union that implement the Directive.
- 1.2 "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the possession and processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.3 "Personal Data" means data about an identified or identifiable individual that are within the scope of the Directive, or the GDPR, received by an organization in the United States from the European Union, and recorded in any form. For purposes of the Provisions, Personal Data is limited to the Personal Data Possessed and/or Processed by Distributor in Distributor's independent contractor business on behalf of LifeVantage.
- 1.4 "Principles" means the EU-U.S. Privacy Shield Framework Principles adopted by the U.S. Department of Commerce and European Commission on July 12, 2016, as may be amended.
- 1.5 "Process," "Processed," or "Processing" of Personal Data means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.

### **SECTION 2. DISTRIBUTOR PRIVACY RESPONSIBILITIES**

- 2.1 This Provisions covers the Processing of Personal Data, which will only be Processed by Distributor on documented instruction from LifeVantage for the limited purpose of providing services in connection with the Agreement. Data Processor will not Process Personal Data for any other purpose without LifeVantage's prior written consent.
- 2.2 Distributor will ensure that any personnel entrusted with the Processing of LifeVantage's Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The obligation to maintain data secrecy shall survive the termination of the respective independent contractor and/or employment relationship.
- 2.3 Distributor will Process Personal Data received from LifeVantage in accordance with the Principles, which includes (but is not limited to) providing at least the same level of privacy protection as is required by the Principles.
- 2.4 Distributor will immediately notify LifeVantage, in writing, if Distributor (i) makes a determination or reasonably suspects that it is not meeting or can no longer meet its obligations to provide the same level of protection as is required by the Principles; (ii) cannot ensure compliance with LifeVantage's instructions for Processing Personal Data; (iii) identifies or learns of any accidental or unauthorized disclosure or access to Personal Data, and will provide all relevant facts with respect to the disclosure or access; and (iv) cannot ensure compliance with or identifies any failure to comply with any applicable data security requirements. Distributor will fully cooperate with LifeVantage to investigate, stop, and remediate any such activities requiring notification under this Section. Upon any such notice to LifeVantage, Distributor shall immediately cease all possession and Processing of Personal Data hereunder unless and until otherwise instructed by LifeVantage.
- 2.5 Distributor will immediately inform LifeVantage in writing of any requests with respect to Personal Data received from LifeVantage's customers, employees, independent contractor distributors and/or other third parties. Distributor understands that any response to such requests requires prior written authorization from LifeVantage. Distributor will fully cooperate with and assist LifeVantage in responding to individuals exercising their rights under the Principles and any remediation efforts regarding accidental or unauthorized disclosures or access to Personal Data.
- 2.6 If and to the extent applicable, Distributor will assist LifeVantage in ensuring compliance with the obligation to perform data protection impact assessments and consult supervisory authorities with regard to certain high risk Processing activities, taking into account the nature of Processing and the information available to Distributor.
- 2.7 Distributor will at least provide appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access taking into account the nature of the Processing in accordance with the requirements of the Directive and the GDPR respectively.
- 2.8 Distributor will deal promptly and properly with all inquiries from LifeVantage relating to Processing of Personal Data subject to the Provisions. Distributor will at LifeVantage's request submit its data processing facilities for audit, which will be carried out by LifeVantage or its designee. Distributor will fully cooperate with any such investigation procedures initiated by LifeVantage.
- 2.9 To the extent LifeVantage has given prior written consent to Distributor to subcontract, the Distributor shall inform LifeVantage of any intended changes concerning the addition or replacement of other service providers, thereby giving LifeVantage the opportunity to object to such changes. Where the Distributor engages another service provider for carrying out specific processing activities on behalf of LifeVantage, the same data protection obligations as set out in the Provisions shall be imposed on that other service provider by way of a contract in particular providing sufficient guarantees to implement appropriate technical and organizational measures. Where that other service provider fails to fulfill its data protection obligations, the initial Distributor shall remain fully liable to LifeVantage for the performance of that other service provider's obligations.
- 2.10 The Parties agree that upon the termination of the Agreement and/or the Provisions, Distributor will promptly return to LifeVantage or destroy, as requested by LifeVantage, all Personal Data (including all copies thereof) and certify to LifeVantage that it did so. In the event applicable law does not permit Distributor to comply with the delivery or destruction of Personal Data, Distributor warrants that it will ensure the confidentiality and protection of Personal Data and that it will not Process Personal Data transferred after termination of the relationship. Distributor agrees to comply with the terms and conditions of the Provisions until all Personal Data is returned or destroyed.
- 2.11 If the Principles are amended, the Parties will work together in good faith as necessary to comply with the applicable law. If the Principles are no longer adequate to allow for the export of Personal Data from the European Union, or if LifeVantage notifies Distributor of its decision to implement another legal data transfer mechanism, the Parties will work together in good faith as necessary to implement a new data transfer mechanism.

