

Policies and Procedures

New Zealand

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SECTION 1 – PURPOSE OF LIFEVANTAGE POLICIES AND PROCEDURES

LifeVantage has developed the following policies and procedures to assist Company and Consultant (as defined in Section 1.2 of the Application) mutually succeed in their relationship. These LifeVantage Policies and Procedures provide the following benefits:

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

SECTION 2 – INTRODUCTION

2.1 Incorporated into LifeVantage Consultant Agreement

These LifeVantage Policies and Procedures (hereafter, the “Policies” or “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 as defined in Section 1.4 of the Application (hereafter, the “Consultant Agreement” or “Agreement”). Throughout these P&Ps, when the term “Consultant Agreement” or “Agreement” is used, it collectively refers to the Contract Documents as defined in Section 1.4 of the Application, as may be amended by LifeVantage from time to time. Unless otherwise defined herein, capitalized terms shall have the meaning specified in Section 18 of the P&Ps. Capitalized terms used herein but not defined shall have the meaning given in them in the Contract Documents as applicable. It is the responsibility of Consultant to read, understand, adhere to and ensure that it is aware of and operating under the most current version of the Contract Documents. When enrolling a new Consultant, it is the responsibility of Enroller to provide the most current version of the Contract Documents to the applicant prior to applicant’s execution of the Agreement. In the event of any inconsistency, conflict or discrepancy among the Contract Documents, the following order of precedence shall apply, with each document prevailing over any document listed after it: (1) these P&Ps; (2) the Application; (3) the Compensation Plan; (4) the Privacy Notice; (5) the Terms of Use; (6) the Terms of Sale; and (7) any applicable business forms.

2.2 Purpose of Policies

LifeVantage is a direct sales company that markets its Products through Consultants. It is important that Consultant understand that its success is dependent upon the integrity of all who market Products. To clearly define the relationship that exists between Consultant and LifeVantage, and to explicitly set standards for acceptable business conduct, LifeVantage has established the Agreement. Consultant is required to comply with all the terms and conditions set forth in the Agreement, as well

as all applicable laws governing its business and its conduct. It is especially important that Consultant read and abide by the Agreement. LifeVantage encourages Consultant to review the information in these P&Ps carefully as it explains and governs the relationship between Consultant and LifeVantage. 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 Company’s official website; (2) electronic mail (e-mail); (3) special mailings from Company; or (4) posting to Consultant’s back office. The most current and controlling version will be located on Company’s website at www.lifevantage.com/nz-en. Except with respect to the Privacy Notice, the Terms of Use or the Terms of Sale which shall be effective as set forth in their respective documents, any amendments to the Agreement shall become effective thirty (30) days after notice by one of the methods set forth above. Once the amendment(s) are published, Consultant may elect to reject them. If Consultant rejects an amendment, then the Agreement will be Cancelled and will not be renewed. If Consultant is not willing to accept an amendment, then it must contact the LifeVantage Compliance and Education Department via email at compliance@lifevantage.com prior to the effective date of the amendment. The foregoing notwithstanding, if Consultant continues to purchase Products, enrol and/or accept Commissions 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.

2.4 Delays

Neither party shall be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond a party’s reasonable control which includes, but is not limited to strikes, labour difficulties, riot, war, fire, natural disasters, death, curtailment or interruptions 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

No failure of a party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party 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 party's right to demand exact compliance with the Agreement. Waiver by a party can be affected only in writing by an authorised officer of such party. A party's waiver of any Breach by the other party shall not affect or impair the waiving party's rights with respect to any subsequent Breach, nor shall it affect in any way the rights or obligations of any other party. Nor shall any delay or omission by a party to exercise any right arising from a Breach affect or impair the party's rights as to that or any subsequent Breach. The allegation or existence of any claim or cause of action of a party against the other shall not constitute a defence to such party's enforcement of any term or provision of the Agreement.

2.7 Right to Cancel

Consultant is aware of its right to Cancel without cause, as set forth in the Agreement.

SECTION 3 – BECOMING A LIFEVANTAGE CONSULTANT

3.1 Rules of Conduct

Consultant promises to:

- (a) conduct itself and its operations as a Consultant honestly, morally, and legally to help protect the Program for all.
- (b) keep its activities honourable to reflect well on itself and on LifeVantage.
- (c) speak well of LifeVantage, as well as competitors.
- (d) honestly present the Products as per the Official LifeVantage Materials, including accurate and legally permissible health claims and benefits.
- (e) explain the Compensation Plan honestly and completely.
- (f) respect the privacy of others and keep its personal earnings and the earnings of others private.
- (g) take its Enroller and Upline responsibilities seriously, including, aiding, and supporting those in its Downline.
- (h) respect the professional relationships between LifeVantage and its advisors, endorsers, or affiliates by speaking of them appropriately and refraining from contacting them.
- (i) direct all media inquiries to LifeVantage.
- (j) honour the established relationships between Enrollers and Enrolees to avoid conflicts of interest with other Consultants, Enrollers, and enrolees.
- (k) adhere to the Agreement.

3.2 Requirements to Become a Consultant

To become a Consultant, each applicant must:

- (a) be a minimum of eighteen (18) years of age and legally competent to enter into a contract.

- (b) have a valid IRD.
- (c) purchase a Consultant membership.
- (d) Submit a properly completed and signed Consultant Agreement to LifeVantage.

Notwithstanding the foregoing, Company reserves the right to reject any applications to become a Consultant.

3.3 LifeVantage Consultant Application by Fax or Internet

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

3.4 Renewal of a LifeVantage Consultant Business

The term of the Agreement is one (1) year from the date of its acceptance by LifeVantage. To the extent LifeVantage implements an annual renewal fee, such fee will be billed each successive year in the month following the anniversary month of the Agreement. Once the applicable renewal fee has been collected, the Agreement will be renewed provided Consultant is in Good Standing and the Agreement has not otherwise been Cancelled. Notwithstanding the foregoing, Company reserves the right to reject any annual renewal by Consultant.

SECTION 4 – OPERATING A LIFEVANTAGE CONSULTANT BUSINESS

4.1 Adherence to the LifeVantage Compensation Plan

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

4.2 Business Entities

A Business Entity may apply to be a Consultant by submitting a copy of its organisational documents to LifeVantage, along with a properly completed Business Entity Form from the LifeVantage Compliance and Education Department. If Consultant has enrolled online, all required documents and corresponding Business Entity Forms must be submitted to LifeVantage within thirty (30) days of the online enrolment. If not received within this 30-day period, Company may Cancel the Agreement. Consultant may change its status under the same Enroller



from an individual to a Business Entity or from one type of Business 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 (hereafter 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 their jurisdiction of residence (**"Minor"**) may not be a Consultant. Consultant 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, Consultant may operate or have an interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, member, owner, or beneficiary, in only one Business. Individuals of the same Family Unit may not enter or have an interest in more than one Business. Consultant may enrol a Spouse as a Customer only. 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 Centres". Beginning on 1 March 2023 no new Business Centres will be allowed, and all inactive Business Centres will be Cancelled and will not be reinstated. To remain Active, a Business Centre must meet the 150 Sales Volume Requirement at least once every six (6) months, but the Business Centre will be exempt from any applicable renewal fee requirements set forth herein. Notwithstanding Section 17.2 if a Business Centre has not met its Sales Volume Requirement for a period of six (6) consecutive calendar months, Company may Cancel the Business Centre for inactivity and not reinstate it. Notwithstanding anything to the contrary contained herein, a Business Centre is non-transferable meaning that it cannot be sold, transferred, or assigned and it cannot be converted into a full Business. The only instance where a Business Centre may be sold, transferred, or assigned is when the original Business to which the Business Centre 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 Business may have more than one Business only as such Business was 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 Business.

4.5 Actions of Immediate Household or Affiliated Individuals

If any member of Consultant's Immediate Household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be a Violation by Consultant and LifeVantage may take disciplinary action pursuant to the Agreement against Consultant. Similarly, if any individual

associated in any way with a Business Entity (hereafter, 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.

4.6 Enrolling/Placing or Sponsoring

Provided Consultant is Active and in Good Standing, Consultant may enrol and place (sponsor) eligible consultant applicants into LifeVantage. Each prospective consultant applicant has the ultimate right to choose their own Enroller and Placement Sponsor. If two Consultants claim to be the Enroller and/or Placement Sponsor of the same new Consultant or Customer, LifeVantage shall presume that the first application received as controlling, but LifeVantage shall retain the right to determine and decide all issues of disputed enrolment.

4.7 Changes to a LifeVantage Consultant Business

4.7.1 General

Consultant must immediately notify LifeVantage of all changes to the information contained in its Business and/or Business Entity Form, as applicable. Consultant may modify its existing Business by submitting a completed Name Change Request Form available from the LifeVantage Compliance and Education Department, a completed Consultant Agreement, if applicable, 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 Business, LifeVantage requires a written request, as well as a properly completed and signed Consultant Agreement. To prevent the circumvention of the Agreement regarding transfers and/or assignments of a Business, the original Consultant must remain as the main party to the original Consultant Agreement. If the original Consultant wants to Cancel its relationship with Company, it must transfer or assign its Business in accordance with the Agreement. If the Agreement is not followed, the Business may be Cancelled by LifeVantage upon the withdrawal of the original Consultant. All Commissions earned, if any, will be sent to the account and/or address of record of the original Consultant. Company will assess a processing fee for each change requested, which fee must be included with the written request and the completed Consultant Agreement. Please note that any requested modifications related to a change of Enroller or Placement Sponsor are separately addressed below.

4.7.3 Change of Enroller

To protect the integrity of all Downlines and safeguard the demanding work of all Consultants, LifeVantage strongly discourages changes in Enrollers or Placement Sponsors. Maintaining the integrity of placement is critical for the success of every Consultant and Downline. Accordingly, the transfer of a Business from one Enroller 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. For the foregoing reasons, LifeVantage reserves the right to approve or deny any such change request. If the change is approved, only one change will be allowed per Business.



A change of Enroller will only be considered in the following two (2) circumstances:

(a) In cases involving fraudulent inducement or unethical sponsoring, Consultant may request that it be changed to another organisation with its entire Downline intact. All requests for change alleging fraudulent enrolment practices shall be evaluated on a case-by-case basis.

(b) Consultant submits (1) a properly completed and fully executed Enroller Change Request Form available from the LifeVantage Compliance and Education Department, which includes the written approvals and required signatures as outlined in the Enroller Change Request Form; and (2) the processing fee for administrative charges and data processing. Company will not accept photocopied or facsimile signatures. If Consultant also wants to move any of the Consultants in its Downline, each downline Consultant must properly complete and fully execute an Enroller Change Request Form and return it to LifeVantage along with the processing fee (i.e., the changing Consultant and each Consultant in its Downline multiplied by the processing fee is the cost to move a Downline). Consultant's Downline Consultants will not be moved unless all the requirements of this section are met. Consultant must allow at least thirty (30) days from Company's receipt of the completed Enroller Change Request Form and payment of the processing fees for consideration by Company.

4.7.4 Change of Placement Sponsor

New enrolees of Consultant 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 Enroller. If a Placement Sponsor has not been selected by the end of the first thirty (30) days of enrolment, then their Enroller becomes their Placement Sponsor and changes thereafter must be made in accordance with and through submission of (1) a properly completed and fully executed Placement Sponsor Change Request Form available from the LifeVantage Compliance and Education Department, which includes the written approvals and required signatures as outlined in the Placement Sponsor Change Request Form; and (2) the processing fee for administrative charges and data processing. Company will not accept photocopied or facsimile signatures. Consultant must allow at least thirty (30) days after Company's receipt of the Placement Sponsor Change Request Form and payment of the processing fees for consideration by Company. LifeVantage reserves the right to approve or deny any such change request. If the change is approved, only one Placement Sponsor change will be allowed per Consultant.

4.7.5 Cancellation and Reapplication

Consultant may change Downlines by voluntarily Cancelling its Business and remaining inactive (i.e., no purchases of Products for resale, no sales of Products, no enrolling, no attendance at any LifeVantage functions, participation in any other form of Consultant activity, or operation of any other Business) for six (6) consecutive calendar months. Following the six (6) consecutive calendar months period of inactivity, the former Consultant may reapply under a new Enroller. 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 Downline Organisation of Vacated Accounts

When Consultant's account is Cancelled, the downline positions in Consultant's Downline do not automatically roll up. Rather, when a position is Cancelled, the vacated position will remain in its current enrolment and placement position in the Downline, 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 Consultant's Cancellation and the events that relate to or led to the Cancellation. This provision includes all costs, fees, and expenses associated with litigation that may result from or relate to such Cancellation. Once LifeVantage determines that it has recouped all such costs and losses, the vacated Consultant position will be inactive in the Enrolment Tree but may be removed from the Placement Tree by LifeVantage. Any request to change the Enroller and/or Sponsor of any downline position in the Downline of the vacated account must be made in accordance with Sections 4.7.3 or 4.7.4 of these P&Ps as applicable. Consultant shall not have any vested right or claim (1) to any Cancelled position in any Downline; or (2) in the timing of such Cancellation and/or Enroller or Sponsor change. Notwithstanding the foregoing, the volume generated by the vacated position and its Downline will compress as outlined in the Compensation Plan.

4.9 Sale, Transfer or Assignment of a LifeVantage Consultant Business

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

- (a) If the buyer, transferee, or assignee is an Active Consultant, it must first Cancel its current Business and wait at least six (6) months before becoming eligible to hold another Business; and
- (b) LifeVantage must approve the transaction in writing; and
- (c) The selling, transferring, or assigning Consultant must be in Good Standing and not in Violation of any of the terms of the Agreement; and
- (d) No sale, assignment, or transfer can result in a change to the line of enrolment or Downline of the sold, assigned, or transferred Business, both upline and downline; and
- (e) The selling, transferring, or assigning Consultant must offer Company a right of first refusal to purchase or acquire the Business on the same terms as agreed upon with the prospective buyer,



transferee, or assignee. Company shall have thirty (30) days from the date of receipt of the written offer from the selling, transferring, or assigning Consultant to exercise its right of first refusal; and

- (f) The buyer, transferee, or assignee must be or become a qualified Consultant, execute and submit a new Consultant Agreement to the Company; and
- (g) The selling, transferring, or assigning Consultant must wait a period of six (6) months from the date of the sale, transfer, or assignment of its Business before it will be eligible to again enrol as a Consultant; and
- (h) All parties to the proposed transaction must execute any documents requested by Company in connection with the transaction.

Satisfaction of these minimum criteria for sale, transfer, or assignment of a Business is not a guarantee that Company will approve such sale, transfer, or assignment.

4.10 Separation of a LifeVantage Consultant Business

Consultants sometimes operate their 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 Consultants. If the separating parties fail to provide for the best interests of other Consultants and Company, LifeVantage may involuntarily and immediately Cancel 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 Commissions, if any, between divorcing or legally separating spouses or members of dissolving Business Entities. LifeVantage will recognize only one business and will issue only one Commission payment per Business per commission period. Commission payments will be issued to the individual or Business Entity listed on the Business. If parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and ownership of the Business, Commissions will continue to be paid to the primary individual or Business Entity listed on the account. If a former spouse or Affiliated Individual has completely relinquished all rights in their original Business, they are thereafter free to enrol under any Enroller 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 Affiliated Individual shall have no rights to the Downline of their former organisation. The former spouse or Affiliated Individual must develop a new Downline in the same manner as would any other new Consultant.

4.11 Succession

Upon the death of or incapacitation of Consultant, its Business may be passed to its heirs or successors. Appropriate legal documentation must be submitted to Company to ensure the transfer is proper. Accordingly, Consultant should consult its attorney to assist in the

preparation of a will or other testamentary instrument. Whenever a Business is transferred by a will or other testamentary process, the legal successor in interest acquires the right to collect all Commissions earned on the deceased Consultant's Downline, if any, in accordance with the then current Compensation Plan.

The successor(s) in interest must:

- (a) Submit a completed and signed Consultant Agreement; and
- (b) Comply with terms and provisions of the Agreement; and
- (c) Meet all the qualifications for deceased Consultant's status; and
- (d) Provide Company with an "address of record" and bank account for the payment of Commissions (Commission payments for a Business transferred pursuant to this section will be made in a single payment jointly to the legal successor(s) in interest); and
- (e) If the Business is bequeathed to multiple legal successors in interest, form a Business Entity and acquire an applicable taxpayer identification number, national identification number or other equivalent identification number.

4.12 Transfer Upon Death of a LifeVantage Consultant

To affect a testamentary transfer of a Business, the successor in interest must, in addition to the requirements set forth in Section 4.11 above, provide the following to LifeVantage:

- (a) A certified copy of the death certificate; and
- (b) A notarized copy of the will or other instrument establishing the successor's right to the Business.

If the successor in interest is already a Consultant, Company can grant exception to the one Business per household rule upon written request from the successor in interest.

4.13 Transfer Upon Incapacitation of a LifeVantage Consultant

To affect the transfer of a Business due to incapacity of Consultant, a legally appointed representative must, in addition to the requirements set forth in Section 4.11 above, provide the following to LifeVantage:

- (a) a notarized copy of an appointment as trustee or other legally appointed representative; and
- (b) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Business; and
- (c) a completed and signed Consultant Agreement executed by the trustee.

If the appointed representative in interest is already a Consultant, Company can grant exception to the one Business per household rule upon written request from the representative in interest.

4.14 Errors or Questions



If Consultant has questions about or believes any errors have been made regarding Commissions, Downline Activity Reports or credit card charges, Consultant must contact 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 within sixty (60) days of the purported error or incident in question.

4.15 Bankruptcy

Sale, transfer, or assignment of a Business through bankruptcy is prohibited. This prohibition applies if Consultant files for bankruptcy and its position or Business would otherwise become part of a bankruptcy estate or an asset for sale or disposition as part of the proceedings. Under no circumstances may a Business be transferred to any other person or entity as part of a bankruptcy proceeding, either by Consultant, the bankruptcy trustee, a court, or otherwise. Unless Consultant is permitted to retain its Business as part of the resolution of the bankruptcy proceedings, such 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 Commission payments, it is important that Consultant addresses with LifeVantage are current. Street addresses are required for shipping since Products will not be delivered to a post office box. Consultants planning to move should send any change of address, telephone, or e-mail to the LifeVantage Consultant Support Department. If Consultant is presently on a Subscription, the Subscription will automatically be updated to the new address. If more than one change of address notice or Subscription 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 by LifeVantage for processing.

5.2 Continuing Development Obligations

5.2.1 Ongoing Training

In the event Consultant enrolls new Consultants into its Downline, Consultant must have ongoing contact and communication with the Consultants in its Downline and ensure that they are properly operating their Businesses in accordance with the Agreement, which includes ensuring that such Consultants are not making improper product or income claims or engaging in any illegal or inappropriate conduct. 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 attendance at LifeVantage meetings, training sessions and other functions. In the event Consultant is also the Sponsor, Consultant must also motivate and assist new Consultants in learning the Products, effective sales techniques, the Compensation Plan, and complying with the Agreement.

5.2.2 Ongoing Sales Responsibilities

Regardless of its level of achievement, Consultant should strive to promote sales continually and personally through the generation of new Customers and through servicing existing Customers as well as promoting this same sales behaviour in its Downline.

5.3 Non-Disparagement

LifeVantage wants to provide its Consultants with the best products, compensation plan and service in the industry. Accordingly, Company values constructive Consultant criticism and comment, provided that such comments are submitted in writing to the LifeVantage Consultant Support Department. Consultant should not, however, disparage, demean or make negative remarks about LifeVantage, other Consultants, Products, the 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

In the event Consultant enrolls new Consultants into its Downline, Consultant must provide the most current version of the Agreement to the individual(s) whom it is considering enrolling before such applicant signs a Consultant Agreement. The most recent Consultant Agreement may be found on the official LifeVantage website.

5.5 Reporting Policy Violations

In the event Consultant becomes aware of a policy Violation by another Consultant, 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 in order to assist Company in resolving the matter.

5.6 Company Claims

Consultant will not claim or implied that any Consultant has advantages or special privileges with Company or is in any way exempt from the same obligations and requirements of every other Consultant.

SECTION 6 – CONFLICTS OF INTEREST

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

6.1 Non-Solicitation and Recruiting

6.1.1 Concurrent Recruiting Prohibited

During the term of the Agreement, and to the maximum extent permitted by law, Consultant may not directly or indirectly Recruit other Consultants for any other Network Marketing Venture (a “**Competing Activity**”).

6.1.2 Post-Cancellation Recruiting Prohibited



Following Cancellation of a Business, whether voluntary or involuntary and regardless of the reason for Cancellation, and for a period of two (2) years thereafter, Consultant may not Recruit any Consultant for any Competing Activities. Consultant stipulates 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, Consultant agrees that this non-solicitation provision will apply in all countries in which LifeVantage conducts business at the time the restriction is applicable. Consultant agrees that the geographic scope applicable to this provision is reasonable and further waives any claim or defence 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, Consultant is also prohibited from using its LifeVantage business activities to promote any non-LifeVantage business opportunity or any competing non-LifeVantage products or offer any such non-LifeVantage business opportunities or competing non-LifeVantage products to other Consultants, regardless of whether such other business opportunity or products relate to Network Marketing Ventures. In particular, without limitation, Consultant will not:

- (a) Produce, offer or transfer any literature, electronic literature, electronic media or other promotional material of any nature of another business opportunity which is used by Consultant or any third person to recruit Consultants, or Customers for that other business opportunity; or
- (b) Sell, offer to sell, or promote any competing non-LifeVantage products or services to 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 Products and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content)); or
- (c) Offer LifeVantage Products or promote the Compensation Plan in conjunction with any non LifeVantage products, services, business plan, opportunity or incentive; or
- (d) 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.

To the extent Consultant wishes to promote or offer any non-competing non-LifeVantage product or service, such promotion must occur independently from the promotion

of LifeVantage Products.

6.1.4 Remedies

Consultant stipulates that if it Violates any part of this Section 6.1, LifeVantage will be irreparably harmed and the calculation of the full extent of Company's damages will be difficult to ascertain. 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 them to prevent and enjoin any Violation of this Section 6.1. 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 Consultant's Breach. The provisions of this Section 6.1 shall survive Cancellation of the Agreement.

6.2 Targeting Other Direct Sellers

LifeVantage does not encourage Consultant to target the sales force of another direct sales company to sell Products or to become a Consultant for LifeVantage, nor does LifeVantage encourage Consultant 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. The use of a spouse's or relative's name, trade names, doing business as names, assumed names, corporations, partnerships, trusts, IRDs, GST numbers or fictitious ID numbers to circumvent this policy or any other provision of the Agreement is strictly prohibited. Consultant shall not demean, discredit or defame other Consultants to entice another Consultant to become part of Consultant's Downline. Notwithstanding the foregoing, this policy shall not prohibit the transfer of a Business in accordance with these P&Ps. If Cross-Sponsoring is discovered, Consultant will bring it to Company's attention immediately. LifeVantage may take action against the Consultants who changed Downlines and/or who encouraged or participated in the Cross-Sponsoring. LifeVantage may also move all or part of the offending Consultants' Downlines to their original Downline positions if it is equitable and feasible to do so, provided, however, LifeVantage is under no obligation to move the Cross-Sponsored Consultants' Downlines. Consultant waives all claims and causes of action against LifeVantage arising from or relating to the disposition of the Cross Sponsored Consultants' Downlines.

6.4 Holding Applications or Orders

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

6.5 Stacking

Stacking is strictly prohibited, constitutes a Breach of the Agreement and is grounds for Cancellation. "Stacking" means: (1) the failure to transmit to LifeVantage or the holding of a Consultant Agreement for more than two (2) business days after its execution; (2) the violation of the



one Business per household rule; (3) the Enrolling of fictitious individuals or Business Entities to become Consultants or Customers.

SECTION 7 – DOWNLINE AND DOWNLINE ACTIVITY

7.1 Downline

Consultant hereby acknowledges and agrees that (1) it does not have any ownership or possessory right, title or interest in any Downline individual, entity, organisation or materials generated or created whether by LifeVantage or by other Consultant individuals or entities to the extent that it consists, in whole or in part, of any information about LifeVantage Downline(s) or any part of the Agreement; (2) its sole property interest with respect to its Downline is the contractual right to receive Commissions as set forth in the Agreement, if any; and (3) LifeVantage is the sole owner of any and all Downline(s) rights, titles, interests and materials.

7.2 Downline Activity (Genealogy Reports)

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

- (a) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party; or
- (b) Directly or indirectly disclose the password or other access code to its Downline Activity Report; or
- (c) Use the information to compete with LifeVantage or for any purpose other than promoting its Business; or
- (d) Recruit or solicit any Consultant or Customer listed on any report, or in any manner attempt to influence or induce any Consultant or Customer to alter their business relationship with LifeVantage; or
- (e) Use or disclose to any person or Business Entity any information contained in any Downline Activity Report. Upon demand by Company, Consultant will return all originals and copies of Downline Activity Reports to Company; or
- (f) reverse engineer the Downline Activity Reports

via, keystroke monitoring or by any other means.

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

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 Program, and the Products are consistent with the public interest and avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices, Consultant, except as is otherwise provided for below, is encouraged to only use the sales aids and support materials produced by LifeVantage. Company has carefully designed its Products, Product labels, Compensation Plan and Official LifeVantage 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 Consultant has achieved the rank of Managing Consultant 1 or higher or, if not a Managing Consultant 1, has secured written agreement from an Executive Consultant 1 or higher to support Consultant and assume responsibility for Consultant's actions, Consultant may produce supplemental marketing materials, including, but not limited to, advertisements, flyers, brochures, digital media, websites, audio recordings, posters, or banners (hereafter, collectively "**Materials**"), and submit such Materials to the LifeVantage Compliance and Education Department at compliance@lifevantage.com for approval before using or making public such Supplemental Materials. Unless Consultant receives specific written approval from Company to use such Materials, Consultant's request shall be deemed denied. LifeVantage also reserves the right to edit or discontinue previously approved Materials. All such Materials may not be sold and may only be offered free of charge. LifeVantage further reserves the right to deny or rescind approval for any Materials and Consultant waives all claims for damages or remuneration arising from or relating to such rescission. Notwithstanding anything to the contrary herein, Consultant will not claim or imply that Materials it has written or produced have been given been approved by LifeVantage or that they are "compliance-approved" even if such Materials have received approval through the LifeVantage Compliance and Education Department pursuant to this Section 8.1. As these compliance policies are vital to the long-term stability of LifeVantage and the preservation of the Program for all, Violations of these policies will be strictly enforced. Failure to obtain approval for Materials and/or failure to implement these policies in any Materials may result in one or more of the actions set forth in the Agreement including, without limitation, the following:

- (a) Formal warning letter and/or probation; or
- (b) Suspension of Commissions; or
- (c) Cancellation of the Business; or
- (d) Litigation for damages to LifeVantage.

In the event Consultant creates its own Materials under this Section 8.1, Consultant (1) represents and warrants to Company that the Materials do not contravene any



applicable local laws; (2) agrees to indemnify and hold harmless Company, its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives against any loss, claim, liability, or action arising from any Breach of this Section 8.1. This provision shall survive Cancellation of the Agreement.

8.2 Trademarks and Copyrights

Consultant will not use any LifeVantage copyrights, trademarks, trade names, brand names, Product names, service marks, designs, symbols, logos, other intellectual property or any derivations thereof whether registered or unregistered (hereafter, collectively “**Trademarks**”) without Company’s prior, written permission. For example, except in limited circumstances specifically addressed herein, Consultant may not use or attempt to register “LifeVantage,” “Protandim,” “TrueScience,” “Nrf2 Synergizer,” “NRF1 Synergizer,” “Axio,” “MB Core” or any other Trademarks in any internet domain name, internet search engine, AdWords, social media pages or blogs, e-mail addresses, user names, team names, telephone numbers or any other addresses or titles 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. Consultant may not produce for sale or distribution any recorded Company events or speeches without prior written permission from LifeVantage. Consultant may not reproduce for sale or other use any recording of Company produced audio or digital media presentations. The names “LifeVantage,” “Protandim,” “TrueScience,” or any other Trademarks are examples of proprietary Company intellectual property. As such, these Trademarks are of great value to LifeVantage and are supplied to Consultant for as expressly authorised herein. Use of Trademarks on any item not produced by Company is prohibited except as follows:

LifeVantage Consultant’s Name LifeVantage Independent Contractor Consultant

Consultant must list itself as a LifeVantage Independent Contractor Consultant in any advertising medium and under its own name. Consultant may not answer the telephone by saying “LifeVantage,” “LifeVantage New Zealand,” or in any other manner that would lead the caller to believe that they have reached corporate offices of LifeVantage. Similarly, Consultant is prohibited from using the names of persons or companies, trademarks, designs or symbols to further their Business without the written consent of the owner.

8.3 Unauthorised Claims and Actions

8.3.1 Indemnification

Consultant is fully responsible for all of its verbal and written statements made regarding Products and the Compensation Plan which are not expressly contained in Official LifeVantage Materials. Consultant agrees to indemnify Company, its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives from any and all third-party claims for liability, damage, judgments, civil penalties, refunds, attorney fees, or court costs to the extent caused by Consultant’s unauthorised representations or actions. This provision shall survive the Cancellation 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 Official LifeVantage Materials. Consultant will not 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 Consultants are fully informed and have realistic expectations concerning the income opportunity associated with being a Consultant. Therefore, Consultant must 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 Compensation Plan and which are based solely on mathematical projections, may be made to prospective Consultant(s), so long as Consultant makes it clear to the prospective Consultant(s) that such earnings are hypothetical and shows the disclaimer on the Compensation Plan.

8.3.4 Use of Celebrity Names and Likeness

No names or likeness of a celebrity may be published by Consultant 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, business and legal professionals. In the interest of preserving these relationships for the benefit of all Consultants and Company, Consultant must: (1) adhere strictly to Company’s advertising policies; and (2) refrain from any contact with any member of Company’s board of directors, Scientific Advisory Board or other advisors of Company, without the express prior written consent of 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, Consultant will not represent or imply that LifeVantage, its Products or the 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, Consultant may not use any form of media or other mass communication advertising to promote the Products or



Program. 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 Company or by Consultant in accordance with the Agreement. Consultant may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with these P&Ps and in compliance with applicable law. For the avoidance of doubt, if Consultant intends to place a generic opportunity advertisement in its jurisdiction, Consultant must obtain advance written permission from LifeVantage stating that such action is legally permissible.

8.4.2 Media Interviews

Consultant may not promote Products or the Program 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 Company. This includes private, paid membership or "closed group" publications. Consultant may not speak to the media on Company's behalf and may not represent that it has been authorised by Company to speak on its behalf. All media contacts or inquiries should be immediately referred to Company.

8.5 Internet

8.5.1 General

Regardless of compliance with the Agreement and the policies set forth herein, Consultant is personally responsible for its online postings and all other online activity that relates to LifeVantage. Therefore, even if Consultant does not own or operate a blog or social media site, if Consultant posts to any such site that relates to LifeVantage or which can be traced to LifeVantage, Consultant is responsible for the posting and must act in a way that builds, strengthens and enhances Company's reputation, image and standing in the community. Consultant is also responsible for postings which occur on any external website that Consultant owns, operates or controls. Consultant must disclose its full name on all relevant social media profiles that relate to LifeVantage and its Products or business and must conspicuously identify itself as a "LifeVantage Independent Contractor Consultant." Anonymous postings or use of an alias is prohibited. Consultant must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. Consultant may not use blog spam, spamdexing or any other mass-replicated methods to leave comments on any website, blog or message board. Comments Consultant creates or leaves online must be useful, unique, relevant and specific to the blog's article. Generally, Consultant may not use any geographic references in the page names/titles or URLs of its 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, Consultant may not use the terms "LifeVantage," "Protandim," "TrueScience" or any other Trademarks in any external website address or related URL (e.g., www.jillsellsProtandim.com or www.blogspot.lifevantageofNewZealand.com). Any external website which contains "LifeVantage,"

"Protandim," "TrueScience," or any other Trademarks in the URL, must be transferred to LifeVantage or closed upon demand by LifeVantage. In no event may Consultant sell such domain name to any third party without the prior express written consent of LifeVantage.

8.5.2 LifeVantage Consultant Websites

If Consultant desires to utilize an internet web page to promote its Business, Consultant may do so only through Company's replicated website program, using the official LifeVantage template. This program permits Consultant to advertise on the internet and to use a home page design that can be personalized with Consultant's contact information. These websites give Consultant a professional and Company-approved presence on the internet. Sales made by Consultant to another Consultant or Customer and placed online, may only be placed on such Consultant's LifeVantage replicated website. Consultant shall not use "blind" ads on the internet that make product or income claims which are ultimately associated with Products or the Program.

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 Products or the Program.

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 Company. It is not intended to be used by Consultant to sell Products or promote its business or to interact with other Consultants or Customers. As such, Consultant may not place linking information on the public LifeVantage Facebook page, nor may it (1) post any pricing, promotions, or sales information or (2) post any marketing material, advertisements, or announcements relating to its Business. LifeVantage reserves the right to remove any messages posted on the official Company Facebook page.

8.5.3.2 Closed LifeVantage Consultant Facebook (or similar) Pages

LifeVantage may also create closed corporate Facebook communities for Company and Consultant use. Consultant may join these groups only with the consent of LifeVantage, and all content and discussions will be password protected and closed to the public. Consultant shall not allow access to or disseminate information from such groups.

8.5.3.3 Other Internet Use

Consultant may use the internet, social networking sites, blogs, social media, 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:

- (a) Communicate preliminary information about LifeVantage or its involvement with LifeVantage;



- (b) Direct users to its LifeVantage replicated website; and
- (c) Post LifeVantage-produced business support materials only that have been approved by LifeVantage for posting and taken from Official LifeVantage Materials.

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 Program, and (3) conforms to the other policies set forth herein, including, without limitation, the policies related to the use of Trademarks.

8.5.4 Use of Third-Party Intellectual Property

If Consultant uses trademarks, tradenames, service marks, copyrights or intellectual property of any third party in any online posting, it is Consultant's responsibility to ensure that it has received the proper license to use such intellectual property and paid the appropriate license fee. All third-party intellectual property must be properly referenced as property of the third party, and Consultant must adhere to all conditions that the owner of the intellectual property places on the use of its property.

8.5.5 Respecting Privacy

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

8.5.6 Professionalism

Consultant must ensure that its postings are truthful and accurate. This requires that Consultant fact-check all material it posts online. Consultant should also carefully check its postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

8.5.7 Prohibited Postings

Consultant may not post or link to any post or other material that:

- (a) Is sexually explicit, obscene or pornographic; or
- (b) 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); or
- (c) Is graphically violent, including any violent video game images; or
- (d) Is solicitous of any unlawful behaviour; or
- (e) Engages in personal attacks on any individual, group or entity; or
- (f) Is in violation of any intellectual property rights of Company or any third party; or
- (g) Makes any inappropriate, false, deceptive or misleading (even if true) claims regarding Products or the Program.

8.5.8 Responding to Negative Online Posts

Consultant should not converse with one who places a negative post against it, other Consultants or LifeVantage. Consultant should report negative posts to LifeVantage at 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 LifeVantage Consultant Business

If Consultant's Business is Cancelled for any reason, Consultant must discontinue using the LifeVantage name, and all Trademarks in any postings and all external websites that it utilizes and do so as soon as possible but no later than fourteen (14) days from the date of Cancellation. In addition, any Consultant post on any social media site on which Consultant has previously identified itself as affiliated with LifeVantage, must be revised to conspicuously disclose that Consultant is no longer with Company.

8.5.10 E-mail

Consultant must use the following disclaimers within any email correspondence when discussing LifeVantage or the Program: 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 0-800-424-302, or email, at 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

Consultant will not use online classifieds (including, but not limited to, Craigslist) to sell the Products or the Program.

8.5.12 Online Auction Websites

Unless otherwise prohibited by law, Consultant will not use eBay, Trademe, Amazon, Alibaba or any other similar online store, ecommerce site, auction site or online marketplace to sell the Products or the Program.

8.5.13 Online Retailing

For the safety and satisfaction of those who use Products, and to protect the lawful business interests of LifeVantage and its Consultants, LifeVantage strictly prohibits the sale of Products to third parties who will in turn resell the Products through any means. Consultant will not, under any circumstances: (1) allow or enlist a third party to sell Products or the Program using the internet, including without limitation eBay, Trademe, Amazon, Alibaba or any other similar online store, ecommerce site, auction site or online marketplace; or (2) sell or provide Products to any third party that the Consultant knows or has reason to



believe will sell such Products over the internet in Violation of this Section.

8.5.13.1 Liquidated Damages

In the event of any Breach of the provisions set forth in Sections 8.5.11, 8.5.12, or 8.5.13, Consultant will be liable for liquidated damages in the amount of three (3) times the full retail price of any goods sold in Violation of this Agreement. 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 injunctive relief against Consultant to remedy any Violation of Sections 8.5.11, 8.5.12, or 8.5.13.

8.5.13.3 Cooperation with Investigations

To assist LifeVantage in the important task of identifying the source(s) of potentially diverted Products, Consultants agree that, upon written request from LifeVantage, Consultant will promptly provide LifeVantage with a list of all persons to whom Consultant has sold Products as authorized hereunder, if any. Consultants shall keep up-to-date records of such sales and shall obtain identifying information on all persons to whom Products are sold. Furthermore, Consultants will promptly suspend all sales or shipments of Products to any person that LifeVantage identifies in writing as a possible diverter of Products. The provisions of Sections 8.5.11, 8.5.12, 8.5.13, 8.5.13.1, 8.5.13.2 and 8.5.13.3 shall survive Cancellation of the Agreement.

8.5.14 – Banner Advertising

Consultant may place banner advertisements on its third-party websites (as described herein below); provided, however, that it only uses LifeVantage-approved templates and images from Official LifeVantage Materials, and does 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 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.)

Consultant 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

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

8.6 Spamming and Unsolicited Faxes and/or Emails

Except as is otherwise provided in these P&Ps, Consultant may not send or transmit unsolicited faxes, mass e-mails, unsolicited e-mails or “spamming” relative to the operation of its 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 Program or any other aspect of 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 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 Consultant and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding Products offered by Consultant; or (2) a personal or familial relationship, which relationship has not been 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 Consultants to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that a 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, Consultant must not engage in telemarketing in the operation of its Business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of Products, or to recruit them for the Program. “Cold calls” made to prospective Consultants or Customers that promote the Products or the Program constitute telemarketing and are prohibited. In addition, Consultant will not use automatic telephone dialling systems or random phone lists relative to the operation of its Business. The term “automatic telephone dialling 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, Consultant acknowledge and agree to abide by telemarketing guidelines.

8.8 Advertised Product Price

LifeVantage may from time to time provide Consultants with suggested retail prices for the sale of Products to the extent authorised under these P&Ps, which are the prices at which LifeVantage recommends Consultants sell the Products. Consultant agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements. Any Violation of this obligation by 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

Consultant is required to provide its IRD to LifeVantage. Upon enrolment, Company will provide a unique Identification Number to Consultant by which it will be identified. This number will be used to place orders and track Commissions.

9.2 Income Taxes

Consultant is responsible for paying all applicable taxes on any income generated as a Consultant. If Consultant is tax exempt, the IRD must be provided to LifeVantage. LifeVantage shall, in all cases, be entitled to withhold tax of whatever nature as is required of it by the Tax Authority. LifeVantage will provide to 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 the Tax Authority, and shall further only provide tax reports and/or similar tax reporting forms of the jurisdiction in which Consultant is established if and to the extent LifeVantage is required to do so by the Tax Authority.

9.3 Insurance

9.3.1 Business Coverage

Consultant may wish to arrange insurance coverage for its Business. Be advised that most homeowner's insurance policies do not cover business-related injuries or damage. Consultant should contact its insurance agent to make certain that its Business is protected.

9.3.2 Product Liability Coverage LifeVantage maintains insurance to protect Company and Consultants against product liability claims. Company's insurance policy extends coverage to Consultant so long as it is marketing Products in accordance with the Agreement, Company policies and applicable law. The LifeVantage product liability policy may not extend coverage to claims or actions that arises as a result of Consultant misconduct in marketing the Products.

9.4 International Marketing Consultant is 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 (each an **"Authorised Country"** or collectively **"Authorised Countries"**). The foregoing notwithstanding, Consultant is not allowed to (1) operate a Business outside of the country in which its Business is registered or (2) export Product to an address located outside of the country in which its Business is registered unless it is an amount reasonable for personal consumption, which amount may be determined by LifeVantage at its discretion. In the event Consultant moves to a different country and desires to run its Business from such new country, Consultant must complete and submit a Country Change Form from the LifeVantage Compliance and Education Department and receive LifeVantage approval prior to operating its Business in the new country. Prior to the official opening of a country, permissible Consultant activity is limited to providing business cards and conducting, organising or participating in meetings with no more than five (5) attendees, including the 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. Consultant acknowledges and agrees that that pre-market opening conduct prohibited in all markets includes but is not limited to:

- (a) All cold-calling techniques (soliciting persons who are not prior personal acquaintances of the contacting Consultant); or
- (b) Importing or facilitating the importation of, selling, gifting or distributing in any manner, Company Products, services or Product sample(s), including on a Not-For-Resale ("NFR") basis; or
- (c) Placing any type of advertisement or distributing any promotional materials regarding Company, its Products or the Program, except for Official LifeVantage Material specifically authorised for distribution in unopened markets as designated by Company; or
- (d) Soliciting or negotiating any agreement for the purpose of committing a citizen or resident of an unopened market to the Program, a specific enroller or specific line of sponsorship; or
- (e) Signing up a citizen or resident of an unopened market in an Authorised Country by using the Consultant Agreement 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; or
- (f) Accepting money or other consideration, or being involved in any financial transaction with any potential Consultant either personally or through an agent, for purposes relating to Products or the Program, including renting, leasing or purchasing facilities for the purpose of promoting or conducting Company-related business; or
- (g) Promoting, facilitating or conducting any type of activity which exceeds the limitations set forth in the Agreement, including these P&Ps or which is contradictory to the Company's business or ethical interests in international expansion.

It is the enrolling 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 Business fails to provide verification of residency and work authorisation when requested by Company, Company may, at its election, declare the Agreement void from its inception;

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 Consultants because of the nature of their Business. However, Consultant must obey these laws that applies to it. If a government official tells Consultant that an ordinance applies to it, Consultant will be polite and cooperative and immediately send a copy of the ordinance to the LifeVantage Compliance and Education



Department.

9.5.2 Compliance with Applicable Laws

Each party shall comply with all applicable laws and regulations in performing their obligations under the Agreement, including compliance with all applicable anti-corruption laws.

SECTION 10 – SALES

10.1 Commercial Outlets

LifeVantage strongly encourages Consultant to introduce others to the Products through person-to-person contact. To reinforce this method of marketing and to help provide a standard of fairness for all Consultants, Consultant may not display or sell Products or literature in any retail establishment. Only if Consultant has provided LifeVantage with the required business documentation and has received approval from LifeVantage may Consultant sell 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 Consultant to solicit and make commercial sales only upon prior written approval from Company. The term “commercial sale” means the sale of Products to a third party who intends to resell such Products to an end consumer.

10.2 Trade Shows, Expositions and Other Sales Forums

Consultant may display Products at trade shows or professional expositions, provided, that before submitting a deposit to the event official, Consultant must contact the LifeVantage Compliance and Education Department in writing for conditional approval, as Company generally only authorises one Consultant per event. Final approval will be granted to the first Consultant who obtained conditional approval and then subsequently submitted for final approval an official advertisement of the event, a copy of the contract signed by both 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 as per this Section 10.2. 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 or the Program. 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

Consultant is not required to carry any inventory. Consultant may purchase Products for personal consumption or for reasonable demonstration purposes but not for resale or inventory building purposes. Except as otherwise provided for in this Section, all sales to Consultants and Customers must be processed directly through LifeVantage. Only if Consultant has provided LifeVantage with the required business documentation and has received approval from LifeVantage may Consultant purchase Products for resale and build an inventory. LifeVantage strictly prohibits the purchase of

Products in unreasonable amounts primarily for the purpose of qualifying for Commissions or advancement in the Compensation Plan. Consultant may not nor encourage others to purchase more Product than it or they can reasonably consume in a month or in the case of a Business approved by LifeVantage to resell, purchase more Product than it can reasonably resell in a month.

10.4 Bonus Buying Prohibited

Bonus Buying is strictly prohibited, constitutes a Breach of the Agreement and is grounds for Cancellation. “**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 Consultant Agreement by such individuals or entities; (2) the fraudulent enrolment of an individual or entity as a Consultant or Customer; (3) the enrolment or attempted enrolment of non-existent individuals or entities as Consultants or Customers; (4) the use of a credit card by or on behalf of a Consultant or Customer when the Consultant or Customer is not the account holder of such credit card; and (5) purchasing Product on behalf of another Consultant or Customer or under another Consultant's Identification Number, or Customer ID to qualify for Commissions.

10.5 Repackaging and Relabelling Prohibited

Consultant may not repackage, relabel, refill or alter the labels on any Products, information, materials or programs in any way. Products must be sold only in their original containers and complete packaging. Such relabelling, or repackaging would violate applicable laws, which could result in severe criminal penalties. Consultant should also be aware that civil liability could arise if, because of the repackaging or relabelling of Products, the person(s) using the Product(s) suffers any type of injury or their property is damaged.

SECTION 11 – SALES REQUIREMENTS

11.1 Product Sales

The Compensation Plan is based upon the sale of Products to end consumer Customers. Consultant must fulfill personal and Downline sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for applicable Commissions and advancement to higher levels of achievement.

11.2 Sales Volume

Consultant must satisfy the Sales Volume Requirement and the Group Sales Volume requirement as specified in the Compensation Plan to fulfill the requirements associated with a particular rank. In the event Consultant fail to qualify in any given month LifeVantage will allow Consultant to make up the necessary volume one time in a calendar year at no cost. Thereafter, 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.

11.3 No Territory Restrictions

There are no exclusive territories granted to Consultant or to any other Consultants.

11.4 70% Sales Rule



The 70% Sales Rule means that upon placing any new Product order, Consultant is deemed to have certified that it has consumed or in the case of a Business approved by LifeVantage to resell has sold at least 70% of all Products purchased in prior orders. Should Consultant receive Commissions and order additional Product, Consultant agrees to retain documentation that demonstrates compliance with this policy, including in the case of a Business approved by LifeVantage to resell evidence of retail sales, for a period of at least four (4) years. Consultant agrees to make this documentation available to Company at Company's request. Failure to comply with this requirement or falsely representing the amount of Product consumed or in the case of a Business approved by LifeVantage to resell sold to advance in the Compensation Plan constitutes a Breach of the Agreement and is grounds for Cancellation. Furthermore, a Breach of this requirement entitles the Company to recover any Commissions paid to Consultant for any period of time during which such documentation is not maintained or for which this provision has been Breached.

11.5 Sales Receipts Consultant in the case of a Business approved by LifeVantage to resell must provide its 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. Consultant must maintain all retail sales receipts for a period of four (4) years and furnish them to LifeVantage at Company's request. Records documenting the purchases of Consultant's Customers will be maintained by LifeVantage. Consultant 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 Consultant. In addition, Consultant must verbally inform its resale Customers of their cancellation rights.

SECTION 12 – COMMISSIONS

12.1 Commissions

Consultant must be Active and in Good Standing to qualify for rebates, bonuses and commissions ("**Commissions**"). So long as Consultant complies with the terms of the Agreement, LifeVantage shall pay Commissions to such Consultant in accordance with the Compensation Plan.

12.2 Adjustments to Commissions

Consultant acknowledges that it receives Commissions based on the actual sales of Products to end consumers either through its own efforts or those of its Downline. Consultant agrees that when Products are returned to LifeVantage for a refund by such end-consumers, the Commissions attributable to the returned Products will be deducted in the month in which the refund is given and will continue in each commission period thereafter until the Commission(s) earned by Consultant on the sale of the refunded Products are fully recovered by LifeVantage.

12.3 Commission Payout Fees

LifeVantage uses various third parties to facilitate payment of Commissions to Consultants. Consultant acknowledges and agrees that it may be assessed a nominal fee or a

nominal transaction fee by such third parties to access or withdraw its earnings.

12.4 Cancellation Within the First 30 Days

If Consultant chooses to cancel the Agreement within the first thirty (30) days of enrolment and also chooses to return any Products ordered, Company will issue a refund for the full amount less shipping and handling and Commissions paid.

12.5 Unclaimed Commissions

Consultant must deposit or cash Commissions earned, if any, 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 Consultant by sending a monthly written notice to its last known address or email identifying the amount of the payment and advising that Consultant can request that the payment be reissued. Consultant acknowledges and agrees that Company may charge a nominal fee for any re-issued payments.

12.6 Incentive Trips and Awards

From time to time, Company may provide incentive trips and other awards to qualified Consultants. These awards or trips may be based on rank and/or meritorious Consultant sales performance, are provided only to the person(s) listed on a qualifying Consultant Agreement, and may, at Company's sole discretion, include airfare for up to two such person(s) 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 Company may pay some or all of the costs of such incentive trips, Consultant agrees to indemnify and hold harmless Company, its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives from any claim, injury, loss or other damage sustained in association with the trip by Consultant and/or its guests to include visits and/or trips to LifeVantage offices. Consultant cannot make claim upon, or rely upon, any insurance policy of Company to cover the costs and expenses of any injury, loss or other damage to Consultant and/or Consultant's guests. Company may be required by local law to include the fair market value of any incentive awards, trips, etc. on Consultant's end of the year tax report. Consultant is liable for all applicable taxes and agrees to hold Company harmless from claims of tax liability relating to these incentive trips and awards. If it is discovered that Consultant has made any misrepresentations or has violated the Agreement in becoming eligible for these incentive trips and awards, Company may charge Consultant for any costs incurred by Company or for any benefits or awards received by Consultant. Company reserves the right to disallow participation for any reason.

12.7 Reports

For the purposes of this Section 12.7, "LifeVantage" means the entity, its affiliates and all its employees, officers, directors, contractors, Consultants, Customers and agents.

12.7.1 Downline Reports

Consultant understands that LifeVantage regularly



provides information to its Consultants. This includes, but is not limited to, reports of Downline activity, such as Sales Volume, Group Sales Volume, and Downline sponsoring activity (the “Information”).

12.7.2 Information Disclaimer

All Information is provided “AS IS” and without any warranty, express, implied or otherwise, as to the Information’s presentation, compilation, completeness, accuracy, development, publication or dissemination and Consultant’s reliance on such Information is at Consultant’s risk.

SECTION 13 – PRODUCT GUARANTEE, RETURNS AND INVENTORY REPURCHASE

13.1 Product Guarantee

See Section 6 of the Terms of Sale.

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 (1) adjustments made pursuant to Section 12.2 above and (2) a 10% handling and restocking fee, conditioned upon the receipt of an RMA issued through Consultant Support. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed.

13.3 Exceptions to the Refund Policies Previously paid Commissions may be reversed or adjusted as a result of the returned product. Any Commissions paid to Consultant and/or its Upline Consultants for Products returned by the Consultant or Customer may be debited from the respective Consultant and/or Upline Consultants accounts or withheld from present or future Commissions. Consultant agrees that it will not rely on existing Downline volume at the close of a commission period, as returns may cause changes to volume, title, rank and/or Commissions.

SECTION 14 – DISPUTE RESOLUTION AND REMEDIES

14.1 Limitation of Remedies

To the fullest extent permissible under applicable law, neither party nor any of their officers, directors, managers, employees, agents, or affiliates shall be liable to the other or anyone else for any lost income or lost profits or for any indirect, consequential, incidental, special, or punitive damages that arise out of or relate to the Agreement

14.2 Stages of Dispute Resolution and General Dispute Resolution Procedures

Any conflicts, disagreements or disputes between Company and Consultant that arise from or relate to the Agreement, Consultant’s Business or the Program offered by Company (hereafter, “Disputes”) 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 NZ\$42,000 so long as equitable relief is not also sought (except as set forth below), or binding confidential arbitration if the claim is for NZ\$42,000 or more and/or if equitable relief is sought. IF

A DISPUTE SEEKS DAMAGES FOR NZ\$42,000 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.

The following shall apply to all proceedings under this dispute resolution policy:

- (a) Any Dispute 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 Dispute occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing, the one-year limitation provided for herein shall be tolled until the completion of the mediation procedures below and for ten calendar days thereafter.
- (b) At no time prior to completion of the negotiation and mediation procedures below shall either party initiate arbitration or litigation related to a Dispute except as may be specified otherwise in this Section 14.
- (c) 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.
- (d) Informal negotiations and mediation shall take place in Auckland New Zealand unless the parties mutually agree on another forum. Informal negotiations and mediation may take place telephonically if either party requests such and it is practicable to do so.
- (e) Each party shall be responsible for its own attorney’s fees, expert, professional and witness fees incurred in pursuing any Dispute, regardless of the forum.

14.2.1 Informal Negotiation

The parties shall attempt in good faith to resolve any Dispute promptly by negotiation between the aggrieved Consultant and executives of Company who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this 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 a Dispute not resolved in the normal course of business. Within 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 (1) a statement of each party’s position and a summary of arguments supporting that



position, and (2) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of 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 or through videoconference if one party requests that the meeting be held in such fashion. 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 the 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 (1) if delivered personally, at the time of delivery, or (2) if delivered by commercial courier, at the time of signature of the courier's receipt, or (3) if sent by pre-paid post, 48 hours from the date of posting, or (4) if sent by airmail, five days after the date of posting. Notice to LifeVantage must be addressed and delivered to the General Counsel at Company's primary corporate offices in the United States at 3300 N. Triumph Blvd. Suite 700, Lehi, Utah, 84043, United States of America. 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 mediation shall take place in accordance with the NZDRC Mediation Rules, in Auckland, New Zealand and be administered by the New Zealand Dispute Resolution Centre (“**NZDRC**”). 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:

- (a) Disputes Subject to Litigation: If a Dispute seeks less than NZ\$42,000 and equitable relief is NOT sought, an action may be brought pursuant to the arbitration policy set out in this Agreement if the

parties agree. If the parties do not agree to resolve the dispute through arbitration, an action may be brought exclusively before a court having competent jurisdiction in New Zealand and both parties hereby submit to, and waive, to the extent permitted by law, any objection to the personal jurisdiction or venue of such courts.

- (b) Disputes Subject to Arbitration: If a Dispute seeks NZ\$42,000 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. If arbitration is filed, the arbitration proceedings will be in English and held in Auckland, New Zealand or, upon mutual agreement of the parties, in a location reasonably accessible to LifeVantage and Consultant, provided, however, the judgement on the award may be entered in any court having competent jurisdiction thereon.

14.3 Arbitration Administered by NZDRC

The arbitration shall be filed with and administered by NZDRC in accordance with its then current Arbitration Rules (available at www.nzdrc.co.nz). Notwithstanding the rules of NZDRC, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- (a) 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.
- (b) The parties shall be allotted equal time to present their respective cases.
- (c) 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.
- (d) Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- (e) Consultant shall pay no more than NZ\$425 in arbitration filing fees. LifeVantage shall pay all other arbitration filing fees as well as the arbitrator's fee and any arbitration administrative fees.
- (f) The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.
- (g) The arbitrator shall have complete discretion over the discovery and production process except that NZDRC may not administer any multiple claimant or class arbitration. In this regard, the parties specifically agree that they may bring Disputes against the other party only in an individual capacity and not as a class member in any purported class or representative proceeding, including without limitation, any class action or class arbitration. The arbitrator shall not combine or consolidate more than one party's claim



without the written consent of all affected parties to an arbitration proceeding.

- (h) The parties agree that the arbitrator is without authority to:
- Award relief in excess of what this Agreement provides; or
 - Award consequential or punitive damages or any other damages not measured by the prevailing party's actual, direct damages; or
 - Order the consolidation of class arbitration, consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- (i) Each party shall have the right to be represented by an attorney in arbitration.
- (j) The decision of the Arbitrator shall be final and binding on the parties and such decision may, if necessary, be reduced to a judgment in a court to which the parties have consented to jurisdiction as set forth in herein. This Agreement to arbitrate shall survive the Cancellation of the Agreement.
- (k) 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.
- (l) 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 Dispute 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. Without limiting the generality of the foregoing, the Parties shall not disclose to third parties:

- (a) The substance of, or basis for, the Dispute; or
- (b) The substance or content or any settlement offer or settlement discussions or offers associated with the Dispute; or
- (c) The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding; or
- (d) The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration; or

- (e) The terms or amount of any arbitration award; or
- (f) The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

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:

- (a) The non-Breaching party shall be entitled to liquidated damages in the amount of NZ\$17,000 per Violation, or NZ\$42,000 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 or in connection with applicable stock exchange rules. The parties agree that this liquidated damage amount is reasonable and waive all claims and defences that it constitutes a penalty; and
- (b) 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 defence(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 application before NZDRC 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 these P&Ps. A claim or cause of action seeking emergency relief shall be brought pursuant to the NZDRC's Interim Measures sections of the then current Arbitration Rules (available at www.nzdrc.co.nz). The parties agree that any Violation of Sections 6.1 (Non-Solicitation and Recruiting), 7.1 (Downline Activity Reports), 8.5.11 (Online Classifieds), 8.5.12 (Online Auction Websites), and 8.5.13 (Online Retailing) herein shall entitle LifeVantage to emergency and permanent equitable relief because: (1) there shall be no adequate remedy at law; (2) LifeVantage shall suffer immediate and irreparable harm should such policies be Breached; and (3) if emergency and permanent equitable relief is not granted, the injury to LifeVantage shall outweigh the potential harm to 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 of competent 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 Consultant under applicable federal, national, state, provincial, territories and local laws of Consultant's residence shall remain available to Consultant in any arbitration proceeding.

14.9 No Representative Action

All Disputes, whether pursued through arbitration or before the courts shall be brought and proceed on an individual basis and cannot be brought as a representative action.

14.10 Governing Laws

Except as is otherwise stated in these P&Ps, the internal laws of New Zealand govern all matters relating to or arising from the Agreement, Consultant's Business, the relationship between the parties, or any other claim or matter between the parties. Except as is otherwise stated in this dispute resolution policy, the parties irrevocably agree that the courts having competent jurisdiction in New Zealand have exclusive jurisdiction to settle any Dispute(s).

14.11 Legal Fees and Costs

Except as is otherwise stated in this dispute resolution policy, each party shall bear its own attorney's fees and 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 Sections 8.5.11, 8.5.12, and 8.5.13 of these P&Ps), 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 Corrective Actions

Any Breach of the Agreement, or any illegal, fraudulent, deceptive or unethical business conduct by Consultant may result, in addition to any other remedy available to LifeVantage under the Agreement, the imposition by LifeVantage of one or more of the following corrective actions:

- (a) Issuance of a written warning or admonition; or
- (b) Issuance of a writing that directs Consultant to take immediate corrective measures;
- (c) Loss of right to one or more Commissions; in whole or in part;
- (d) The withholding of Commissions during the period that LifeVantage is investigating any conduct that allegedly violates the Agreement;
- (e) Suspension of the Agreement for one or more commission periods;
- (f) Cancellation of the Agreement;
- (g) Cancellation of the Agreement of any of Consultant's Immediate Household or of any Affiliated Individuals who are in association with the Breaching Consultant; or
- (h) 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 Consultant's Breach

14.13 Statutory Complaint or Investigation Process

None of the provisions of this Agreement shall operate to prevent access to any applicable statutory complaint or investigation process.

SECTION 15 – ORDERING

15.1 Customers

Consultant is encouraged to promote Products directly to its Customers by directing such Customers to Company's Order Experiences where they may create a Customer Account and place Product orders on a Subscription or retail basis subject to the Customer Agreement. Upon receipt of such Customer orders, LifeVantage will fulfil the order, send it directly to the Customer and give the referenced Consultant credit for such orders.

15.2 Purchasing LifeVantage Products

Consultant should purchase its Products directly from LifeVantage under its Consultant Identification Number. If Consultant purchases Products from another Consultant or source, the purchasing Consultant will not receive the Sales Volume, and/or Commissions, if any, associated with that purchase.

15.3 General Order Policies

See the Terms of Sale. In addition to the Terms of Sale, LifeVantage maintains no minimum order requirements. Orders for Products and sales aids may be combined.

15.4 Shipping and Back Order Policy



See Section 7 of the Terms of Sale. In addition to the Section 7.2 of the Terms of Sale, Consultant will be charged and given Sales Volume on back ordered items unless notified on the invoice that the Product has been discontinued. If a refund is requested, 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

See Section 7.5 of the Terms of Sale.

15.6 Order Abandonment

See Section 7.6 of the Terms of Sale

SECTION 16 – PAYMENT AND SHIPPING

16.1 Deposits

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

16.2 Insufficient Funds

Consultant will ensure that there are sufficient funds or credit available in their payment account to cover orders placed whether such is a Subscription, one-time retail or otherwise. LifeVantage is not obligated to contact Consultant 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 Consultant's Sales Volume requirements for the month.

16.3 Restrictions on Third Party Use of Credit Cards

See Section 9.3 of the Terms of Sale.

16.4 GST and Equivalent Taxes

LifeVantage is required to charge goods and services tax or equivalent tax (hereafter, "GST"), as is required of it by the Tax Authority. Such Tax Authority requires LifeVantage to collect GST by charging, assessing or otherwise adding such GST to the amounts invoiced or to be invoiced to Consultant on all purchases made by and remit the GST charged to the Tax Authority. Accordingly, LifeVantage will collect and remit GST on all Product purchased by Consultant, according to applicable tax rates of the Tax Authority to which the shipment is destined. If Consultant has submitted, and LifeVantage has accepted, a current GST Registration License, LifeVantage will pay Consultant GST on Commissions earned.

SECTION 17 – INACTIVITY AND CANCELLATION

17.1 Effect of Cancellation

So long as Consultant remains Active and complies with the terms of the Agreement, LifeVantage shall pay Commissions to Consultant in accordance with the Compensation Plan. Consultant's Commissions constitute the entire consideration for Consultant's efforts and activities related to generating sales of Products (including building a Downline. Following Cancellation of this Agreement, Consultant shall have no right, title, claim or interest to the Downline which they operated, or to any Commissions on their sales activity or the sales activity of

their Downline, and will permanently lose all rights as a Consultant. This includes cancelled rights to sell Products and to receive future Commissions resulting from the sales activities of Consultant's former Downline. In the event of Cancellation, Consultant agrees to waive all rights it may have as a Consultant including, but not limited to, property rights to its former Downline and to any Commissions derived from the sales activity of its former Downline. Following Cancellation, Consultant (1) shall not hold itself out as a LifeVantage Consultant; (2) shall not have the right to sell Products; (3) shall receive Commissions only for the last full commission period it was Active and qualified in prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation); and (4) may reapply as a new LifeVantage Consultant in accordance with the Agreement.

17.2 Cancellation Due to Inactivity

Consultant has the responsibility to lead its Downline with the proper example in personal production of sales to end consumer Customers. Without this proper example and leadership, Consultant will lose its right to receive Commissions from sales generated through its Downline when Consultant fails to meet the 150 Sales Volume Requirement for any commission period. If Consultant has not had any Sales Volume, whether from Personal Sales Volume, Customer Sales Volume or both, or has not received at least one month of Commissions, during the 12-month period starting with Consultant's anniversary month through the end of Consultant's anniversary month the following year, and has not paid any applicable renewal fee, Company may cancel the Agreement for inactivity.

17.3 Involuntary Cancellation

Consultant's Breach of any of the terms of the Agreement may result in any of the sanctions described in the Agreement, including the involuntary Cancellation of its Agreement. Unless otherwise provided for in the Cancellation notice, Cancellation shall be effective on the date on which written notice is mailed or delivered via courier to Consultant's last known address or their attorney; emailed or faxed to the email or fax on file with LifeVantage or their attorney; or when Consultant receives actual notice of Cancellation, whichever occurs first. Entry into any other Agreement after Cancellation, if ever granted, must be initiated by Company.

17.4 Voluntary Cancellation

Consultant has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to Company via email to compliance@lifevantage.com from the email address associated with Consultant. The written notice must include Consultant's signature, printed name, address and Consultant Identification Number. However, if Consultant is not in Good Standing with Company at the time LifeVantage receives notice of Cancellation, Company may treat the situation as an involuntary Cancellation pursuant to Section 17.3 above.

17.5 Non-Renewal

Consultant may voluntarily cancel its Agreement by sending written notice to Company via email to compliance@lifevantage.com within thirty (30) days of the



first day of the anniversary date or by failing to pay any applicable renewal fee as described in Section 3.4 of these P&Ps. Company may also elect not to renew the Agreement upon the Agreement's anniversary date, as further provided in this Agreement.

17.6 Reclassification as a Customer

17.6.1 In the event Company Cancels the Agreement pursuant to Section 17.2, Company may reclassify Consultant as a Customer and create a customer account for such Consultant to enable Company to continue to process Product orders, including valid Subscriptions on file at the time of Cancellation. Company will notify Consultant that it is being reclassified at least thirty (30) days prior to the reclassification.

17.6.2 In the event Consultant wishes to voluntarily cancel its Agreement but continue to be a Customer of LifeVantage, Consultant may submit, along with its request to cancel pursuant to Sections 17.4 or 17.5, a request that Company reclassify it as a Customer and create a customer account for it to enable it to continue to purchase Products.

17.6.3 Upon reclassification from Consultant to Customer pursuant to this Section 17.6, Consultant hereby acknowledges and agrees that (1) Consultant's rights under the Agreement will be Cancelled as described in Section 17.1; (2) thereafter all purchases of Products whether on a Subscription or retail basis, will (i) be governed by the Customer Agreement and (ii) increase to the then current Customer pricing; and (3) in the event Consultant has an active Subscription order on file at the time of reclassification, LifeVantage may automatically transfer the Subscription to the newly created Customer account, increase the price to the then current Customer Subscription price and continue to fulfill the Subscription unless or until Consultant terminates the Subscription as set forth in the Terms of Sale. In the event Consultant reclassifies pursuant to this Section 17.6 it may reapply as a new Consultant in accordance with the Agreement.

17.7 Cancellation for Convenience

Company reserves the right at any time Cancel for convenience the Agreement upon thirty (30) days' written notice to Consultant. Company shall not be required to have any reason nor to prove any cause in order to Cancel the Agreement with Consultant. In the event the Agreement with Consultant is Cancelled, Consultant shall have no claim against Company, its parents, affiliates or their respective officers, directors, agents, employees, servants and representatives nor any right to claim or collect lost profits, lost opportunities or any other damages. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation, any right to reasonable notice of Cancellation of the contractual relationship.

SECTION 18 – DEFINITIONS

"Acceptance" – has the meaning set forth in Section 1.1 of the Application.

"Active" or **"Active Consultant"** – has the meaning set forth in the Compensation Plan.

"Affiliated Individual" – has the meaning set forth in

Section 4.5 of these P&Ps.

"Affiliated Parties" – has the meaning set forth in Section 4.2 of these P&Ps.

"Application" – means the LifeVantage Application and Agreement.

"Authorised Country" or **"Authorised Countries"** have the meaning set forth in Section 9.4 of these P&Ps.

"Bonus Buying" – has the meaning set forth in Section 10.4 of these P&Ps.

"Breach" – means an actual or alleged breach, transgression or violation of any part of the Agreement.

"Business Centre(s)" – means additional Consultant positions placed under the original Business as allowed in the LifeVantage Compensation Plan in effect prior to 1 March 2023.

"Business Entity" – means a corporation, limited liability company, partnership, trust, or local equivalent.

"Cancel", **"Cancellation"** or **"Cancelled"** – means the termination, cancellation, or non-renewal of this Agreement, whether by LifeVantage or by Consultant, pursuant to one or more of the methods described in this Agreement, including the methods set forth in Section 17 of these P&Ps.

"Compensation Plan" – means the LifeVantage Compensation Plan

"Contract Documents" – have the meaning set forth in Section 2.1 of these P&Ps.

"Cross-Sponsoring" – means the enrolment of an individual or entity, which is already a Consultant or Customer and/or who has been such within the preceding six (6) calendar months, within a different line of enrolment or sponsorship.

"Customer" – has the meaning set forth in Section 1.5 of the Application.

"Customer Sales Volume" – has meaning set forth in the Compensation Plan

"Downline" – in addition to the meaning given this term in the Compensation Plan, it also means the network of Consultants and Customers who exist under a Business.

"Downline Activity Report" – means a monthly report generated by LifeVantage that provides critical data relating to the identities of Consultants, Customers, sales information and enrolment activity of each Consultant's Downline. This report contains confidential and trade secret information which is proprietary to LifeVantage and is exclusively owned by LifeVantage.

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

"Enroller" – has the meaning set forth in the Compensation Plan. In addition to the definition set forth in the Compensation Plan, the Enroller may sponsor or place a new Consultant under their position or, if a Consultant, under any other position within their Downline. For the avoidance of doubt Customers will only be allowed to be placed under Consultant's position. The position under



which the new Consultant or Customer is placed is the “Placement Sponsor”. Consultant may be both the Enroller and the Placement Sponsor.

“**Enrolment Tree**” – has the meaning set forth in the Compensation Plan.

“**Executive Consultant 1**” – has the meaning set forth in the Compensation Plan.

“**Family Unit**” – means Spouses and Minor dependent children living at or doing business at the same address.

“**Good Standing**” – has the meaning set forth in the Compensation Plan.

“**Group Sales Volume**” – has the meaning set forth in the Compensation Plan.

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

“**LifeVantage**” or “**Company**” – means LifeVantage New Zealand Limited and any parent, affiliates and/or subsidiaries.

“**LifeVantage Consultant**” or “**Consultant**” – has the meaning set forth in Section 1.3 of the Application.

“**LifeVantage Consultant Agreement**”, “**Consultant Agreement**” or “**Agreement**” – means the contract between Company and Consultant as defined in Section 2.1 of these P&Ps.

“**LifeVantage Consultant Business**” or “**Business**” – means the business operated by Consultant pursuant to an Accepted LifeVantage Consultant Agreement.

“**LifeVantage Customer Agreement**” or “**Customer Agreement**” – has the meaning set forth in Section 1.5 of the Application.

“**LifeVantage Products**” or “**Products**” have the meaning set forth in Section 1.5 of the Terms of Sale

“**Managing Consultant 1**” – has the meaning set forth in the Compensation Plan.

“**Materials**” – has the meaning set forth in Section 8.1 of these P&Ps.

“**Minor**” – has the meaning set forth in in Section 4.3 of these P&Ps.

“**Official LifeVantage Materials**” – has the meaning set forth in Section 1.7 of the Application.

“**Order Experiences**” – have the meaning set forth in Section 1.8 of the Terms of Sale.

“**Personal Sales Volume**” – has the meaning set forth in the Compensation Plan.

“**Placement Sponsor**” – has the meaning set forth in the Compensation Plan.

“**Placement Tree**” – has the meaning set forth in the Compensation Plan.

“**Program**” means the LifeVantage independent contractor Consultant business opportunity, including the right to purchase and promote Products, enrol Consultants and Customers where permitted, build a Downline, and earn Commissions under the Compensation Plan subject to the

Consultant Agreement.

“**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

“**Sales Volume**” – has the meaning set forth in the Compensation Plan.

“**Sales Volume Requirement**” – has the meaning set forth in the Compensation Plan.

“**Spouse**” – mean husbands and wives or common-law couples.

“**Stacking**” – has the meaning set forth in Section 10.4 of these P&Ps.

“**Subscription**” – has the meaning set forth in in Section 1.9 of the Terms of Sale.

“**Tax Authority**” – means the tax authorities having jurisdiction whether levied on a Federal, state, territorial, or local (municipality, communal or otherwise) level.

“**Trademarks**” – have the meaning set forth in Section 8.2 of these P&Ps.

“**Upline**” – has the meaning set forth in the Compensation Plan

“**Violates**” or “**Violation**” – means an actual or alleged breach, transgression or violation of any part of the Agreement.

