

Application & Agreement

New Zealand

EFFECTIVE 1 NOVEMBER 2026

LIFEVANTAGE CONSULTANT AGREEMENT

This LifeVantage Consultant Agreement (as defined in Section 1.4 below) is entered into by and between you and **LifeVantage New Zealand Limited** (hereafter, “**LifeVantage**” or “**Company**”). By acknowledging agreement with this LifeVantage Consultant Agreement, including by clicking accept to this LifeVantage Consultant Agreement when that option is made available to you, and creating a LifeVantage Consultant account through one of Company’s enrolment Paths, you accept and agree to be bound by this LifeVantage Consultant Agreement as follows:

SECTION 1 – DEFINITIONS

1.1 “Acceptance” means the LifeVantage acceptance of your completed and signed LifeVantage Consultant Agreement.

1.2 “Customer” means any legal person and/or business entity who purchases Products directly from Company that is not a Consultant. For the avoidance of doubt a Customer (1) has not entered into a Consultant Agreement so is therefore not a Consultant; and (2) is not eligible for any of the benefits available to Consultants under the Consultant Agreement (1) purchase Products at the then current Customer pricing pursuant to the LifeVantage Customer Agreement; and (2) participate in Rewards Circle in Rewards Circle the Company’s loyalty program as may be amended from time-to-time in accordance with the terms therein.

1.3 “LifeVantage Consultant” or “Consultant” means an independent contractor who has executed this LifeVantage Consultant Agreement and whose LifeVantage Consultant Agreement has been accepted by LifeVantage.

1.4 “LifeVantage Consultant Agreement”, “Consultant Agreement” or “Agreement” is the contract between you and the LifeVantage entity designated above that governs the relationship between you and LifeVantage and combines and incorporates herein by this reference (1) this Consultant Application and Agreement (hereafter, “**Application**”), (2) the LifeVantage Policies and Procedures (hereafter, the “**Policies**” or the “**P&Ps**”), (3) the LifeVantage Compensation Plan (hereafter, the “**Compensation Plan**”), (4) the LifeVantage Privacy Notice (hereafter, the “**Privacy Notice**”), (5) the LifeVantage Website Terms of Use (hereafter the “**Terms of Use**”), (6) the LifeVantage Terms of Sale (hereafter, the “**Terms of Sale**”), and (7) any applicable business forms as defined herein (hereafter collectively, the “**Contract Documents**”), as may be amended by LifeVantage from time-to-time.

1.5 “LifeVantage Customer Agreement” or “Customer Agreement” means the combination of the Terms of Sale, the Privacy Notice and the Terms of Use.

1.6 “LifeVantage Products” or “Products” means any products and services that LifeVantage authorises for sale, purchase, or distribution in New Zealand, as such offerings may be amended by LifeVantage from time to time at its sole discretion.

1.7 “Official LifeVantage Materials” means literature, audio, digital recordings or other materials developed, printed, published or distributed by LifeVantage to Consultants and Customers from time to time.

1.8 “Paths” mean Company’s (1) ecommerce experience, which includes its websites, mobile applications, and/or other similar online tools that link to this Consultant Agreement; or (2) telephone experience, which includes fax (if available); or (3) manual paper experience (if available).

1.9 Capitalized terms used herein but not defined will have the meaning given them in the Contract Documents as applicable.

SECTION 2 – TERM

The term of this Agreement is one (1) year from the date LifeVantage Accepts your Agreement. If your Agreement is cancelled for any reason as outlined herein, you will lose your rights as a Consultant.

SECTION 3 – INDEPENDENT CONTRACTOR STATUS

As a Consultant, you are and will always be an independent contractor and not an employee of LifeVantage. This Agreement between you and LifeVantage does not create an employer/employee relationship, agency, partnership, or joint venture between you and LifeVantage. LifeVantage is not responsible for withholding and will not withhold or deduct from your Commissions, if any, taxes of any kind other than as required by applicable Tax Authority. You will be solely responsible to pay all applicable taxes due from your Commissions, if any. You have no authority (express or implied) to bind LifeVantage to any obligations. You shall establish your own goals and hours so long as they comply with the terms of this Agreement and all applicable laws.

SECTION 4 – LEGAL PROVISIONS RELATIVE TO THE AGREEMENT

4.1 Any promises, representations, offers, or other communications by anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement and are excluded. You acknowledge that you have not relied on any such



representation in entering into this Agreement, provided, however, nothing in this Agreement shall limit liability for fraud or fraudulent misrepresentation.

4.2 LifeVantage may amend this Agreement from time to time at its sole discretion as follows:

- (a) The Application, P&Ps and Compensation Plan as set forth in Section 2.3 of the P&Ps.
- (b) The Privacy Notice as set forth in Section 1.2 therein.
- (c) The Terms of Use as set forth in Section 3 therein.
- (d) The Terms of Sale as set forth in Section 2.4 therein.

SECTION 5 – RIGHTS TO TRANSFER OR DELEGATE

5.1 You do not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of LifeVantage. Any attempt to transfer or assign the Agreement without the prior express written consent of LifeVantage is null and void and will constitute a Breach of the Agreement.

5.2 LifeVantage has the right to transfer or assign any or all its rights and to delegate any or all of its duties under the Agreement without your prior written consent but shall give notice of any such transfer or assignment by placing a notice on the LifeVantage website.

SECTION 6 – PUBLICITY RIGHTS

You authorise LifeVantage to use your name, photograph, personal story and/or likeness in Official LifeVantage Materials while this Agreement is in effect and for the six (6) months immediately after Cancellation, unless you give LifeVantage notice withdrawing such consent. Remuneration for the above use shall be deemed included in your Commissions. You waive all additional claims for remuneration for such use.

SECTION 7 – CONSULTANT RIGHTS & OBLIGATIONS

Subject to the Agreement you understand that as a Consultant:

- 7.1** you may present for sale LifeVantage Products.
- 7.2** you may enrol persons as Consultants and Customers of LifeVantage Products.
- 7.3** you may purchase LifeVantage Products as a Consultant subject to the Terms of Sale.
- 7.4** you may access the Websites and your online Consultant account subject to the Terms of Use.
- 7.5** you become eligible to earn Commissions.
- 7.6** you may Cancel the Agreement without penalty and recover any monies which you have paid to or for the benefit of LifeVantage or any other person or in accordance with this Agreement.
- 7.7** commissions earned, if any, will depend on your individual due diligence, work effort and market conditions.

7.8 LifeVantage does not guarantee that you will earn any Commissions, rank or success.

7.9 you have an obligation to comply with all national laws, ordinances, rules, and regulations, including any and all reporting and/or remittance of withholdings or other deductions as may be required by such laws, ordinances, rules or regulations.

7.10 you have an obligation to comply with this Agreement as constituted herein.

7.11 when reasonably required by LifeVantage, you have the obligation to provide LifeVantage with your correct government issued individual identification number or business identification number as applicable.

7.12 LifeVantage may recover Commissions paid to you as permitted by law or by this Agreement.

7.13 you must maintain (and where you are not a natural person ensure that any individual performing services in connection with this Agreement maintains) the legal right to work and provide services in New Zealand throughout the term of this Agreement.

SECTION 8 – GOVERNING LAW; DISPUTE RESOLUTION

The interpretation and enforcement of this Agreement and the resolution of any disputes arising therefrom shall be governed by Section 14 of the P&Ps.

SECTION 9 – COMMUNICATIONS AND DATA PROTECTION

9.1 By entering into this Agreement, you agree that LifeVantage will collect and process your personal data for the purpose of managing our contractual relationship, including Product order processing, Commissions processing, account management, communications related to your Product orders, Commissions and Consultant activity, and compliance with applicable legal obligations. The personal data processed includes your name, date of birth, postal address, e-mail address, telephone number(s) and bank or credit card details. For these purposes, LifeVantage may contact you via the methods described in Section 9.2 below using the details provided in your application or as updated in your Consultant account.

9.2 In addition to the transactional and relationship communications described in Section 9.1 above, by entering into this Agreement you also expressly consent to receive marketing communications from LifeVantage and its authorised representatives, including:

- (a) promotional offers, Product announcements, new Product launches, special offers, loyalty and rewards programs, surveys, and newsletters; and
- (b) business opportunity information, training and event notifications, recognition and incentive program updates, and Consultant-specific promotions;
- (c) via the following channels: email, SMS/text message, MMS, instant message or other electronic messaging services, telephone calls (including pre-recorded or autodialed calls), push



notifications, in-app messages, direct mail, social media messaging, and any other communication channel that becomes commercially available.

This marketing consent is given for the duration of your relationship with LifeVantage and will remain in effect until you withdraw it. For the avoidance of doubt, your consent to receive telemarketing calls is given for an indefinite period unless and until you withdraw it.

Your consent to receive marketing communications is voluntary and is not a condition of purchasing Products or enrolling as a Consultant or creating a Consultant account. You may withdraw your consent at any time by:

- (a) using the unsubscribe link or mechanism provided in any electronic marketing message;
- (b) replying STOP to any SMS marketing message;
- (c) updating your communication preferences in your Consultant account;
- (d) contacting LifeVantage by email at nzsupport@lifevantage.com or by calling 0-800-424-302.

We will give effect to your withdrawal within five days of receiving your request. Withdrawal of marketing consent does not affect the lawfulness of communications sent before such withdrawal and will not affect transactional or relationship communications necessary to manage your Product orders or Consultant account.

9.3 To process your Product orders and manage our contractual relationship, LifeVantage Corporation, headquartered in the United States of America, will have access to your personal data, as will service providers acting on LifeVantage's behalf (including shipping partners, payment service providers, and technology platforms). You expressly acknowledge that your personal data, once transferred to the United States, may not be subject to privacy protections that, overall, provide comparable safeguards to those in the New Zealand Privacy Act 2020 and that by entering into this Agreement you are expressly authorising this cross-border disclosure.

9.4 You may exercise your rights of access, rectification, erasure, limitation, opposition or portability of your data by contacting LifeVantage by email at nzsupport@lifevantage.com or by calling 0-800-424-302. For more information on how we collect, use, and protect your personal data, please see our Privacy Notice.

9.5 Without limiting the foregoing, you acknowledge and agree that LifeVantage may collect, use and disclose information relating to your citizenship, visa status and work rights and, where you are not a natural person, the citizenship, visa status and work rights of any individual performing services, for the purposes of verifying eligibility to act as a Consultant and complying with applicable legal obligations.

SECTION 10 – INTERNATIONAL ENROLMENT

In the event you work in Authorised Countries outside of your Authorised Country and in addition to the policies set forth in Section 9.4 of the P&Ps, you:

10.1 agree that you may enrol new Consultants but that

you may not market LifeVantage Products or services registered in other Authorised Countries unless otherwise authorised in Official LifeVantage Materials.

10.2 acknowledge that every Authorised Country may have specific laws and requirements applicable to you as an Enroller of Consultants in any Authorised Country, and agree to comply with all laws, statutes and regulations of any Authorised Country and/or any other country, including but not limited to, all visa, immigration, and registration requirements.

10.3 agree that you may purchase LifeVantage products and services in a LifeVantage Authorised Country only from the LifeVantage affiliated company designated as the exclusive wholesale provider in that Authorised Country, and that such affiliated company may require you to execute a separate product purchase agreement.

10.4 agree that (i) you may only purchase LifeVantage Products and services in an Authorised Country for personal use or to demonstrate to potential new consultants, and that you will not resell them, (ii) you have not, and will not, either directly or indirectly, sell or distribute any LifeVantage products or other LifeVantage products or services registered in that LifeVantage Authorised Country, and (iii) you will comply with all applicable laws regarding the purchase of LifeVantage products and services in a LifeVantage Authorised Country.

SECTION 11 – WORK RIGHTS AND VERIFICATION

11.1 You represent and warrant that during the term of this Agreement that:

- (a) you have, and will maintain, the legal right to work and provide services in New Zealand; and
- (b) if you are not a New Zealand citizen, you hold all visas, permits, approvals and other authorisations required for you to perform your obligations under this Agreement.

11.2 You will immediately notify LifeVantage in writing if:

- (a) your right to work in New Zealand ceases, is suspended, restricted or becomes subject to additional conditions; or
- (b) you become aware of any actual or potential breach of a visa condition or any applicable law that may affect your ability to perform your obligations under this Agreement.

11.3 If you are not a New Zealand citizen, you:

- (a) consent to LifeVantage conducting enquiries and checks from time to time to verify your right to work in New Zealand; and
- (b) will promptly provide any information or documentation reasonably requested by LifeVantage for the purpose of conducting such enquiries and/or checks.

11.4 Where you are not a natural person, references in this Section 11 to you having, maintaining or demonstrating a legal right to work and provide services in New Zealand and your citizenship, immigration status, work rights, visas, permits, approvals and authorisations are taken to include



each individual who performs services on your behalf in connection with this Agreement.

SECTION 12 – MISCELLANEOUS

12.1 An electronic or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

12.2 By signing and submitting this Agreement, you:

12.2.1 certify that you have received, read, understand and agree with all the Contract Documents as set forth at www.lifevantage.com/nz-en/, as may be amended by LifeVantage from time-to-time.

12.2.2 certify that you have not been a Consultant, or a partner, shareholder, or principal or any entity having a LifeVantage business within the past six (6) months.

12.2.3 represent that you have had full opportunity (1) to read this Agreement; (2) to obtain guidance or advice of your own legal counsel; and (3) to communicate with LifeVantage concerning any comments or questions about your understanding of this Agreement.

12.2.4 agree and understand that any intentional or other misrepresentation of any information you provide on this Agreement may result in action by LifeVantage, including, but not limited to, termination of this Agreement.

