

## Primary Applicant

\*First & Last Name

And/or Company Name

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

\*SSN or Tax ID

## Primary Applicant Billing Address

(Must match your credit card billing address)

\*Address

\*City \*State \*Zip or Postal Code

\*Country

## Primary Applicant Shipping Address

(Leave blank if same as above)

\*Address

\*City \*State \*Zip or Postal Code

\*Required information

## Primary Applicant Contact Information

Home Phone

Cell Phone

Applicant Email

## Co-Applicant/Spouse or Company

First & Last Name

Home Phone

Cell Phone

Email

Independent Distributor  Preferred Customer

## Enroller Information

Your enroller is the individual that introduced you to LifeVantage.

Name of Enroller

ID Number

## Confirm Your Placement

Your placement indicates the individual under whom you are placed.

Name of Placement

ID Number

## \*LifeVantage Distributor Enrollment Order (not applicable for Preferred Customers)

All new distributors are required to purchase a Starter Kit at the time of sign-up. The cost of the Starter Kit is \$50.00 plus applicable shipping and handling fees. Prices do not include tax or shipping and handling. The distributor can meet the Starter Kit requirements either by purchasing the kit by itself or as a component of the optional upgraded business builder kits shown below:

**Vantage Pack - \$600.00 (400 PV)**

Starter Kit, 6 Protandim Bottles, 2 (10 pack) Protandim Samples, 2 TrueScience 50ml Bottles, 3 (10 pack) TrueScience Samples, 1 (25 pack) Presentation Tear Off Pad, 10 Prosper Magazines, and 1 LifeVantage Decal

**Starter Kit - \$50.00 (0 PV)**

Note: When ordering a Starter Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.

**Protandim Bottle - \$40 (40 PV) - QTY \_\_\_\_\_**

**TrueScience 50ml Bottle - \$70 (70 PV) - QTY \_\_\_\_\_**

**Protandim Samp (10 pk) - \$30 (30 PV) - QTY \_\_\_\_\_**

**TrueScience Samp (10 pk) - \$30 (30 PV) - QTY \_\_\_\_\_**



# APPLICATION AND AGREEMENT

This document is your application to become an Independent Distributor of LifeVantage. When submitted by you and received by LifeVantage, this document becomes part of a legal agreement between you and LifeVantage.

## PART I. INDEPENDENT DISTRIBUTOR AGREEMENT TERMS AND CONDITIONS

### SECTION 1 Definitions:

1.1 The "Agreement" consists of (1) This Application, including its Terms and Conditions; (2) the Policies and Procedures ("P&P"); (3) the LifeVantage® Compensation Plan (the "Compensation Plan"); (4) the Business Entity Form, if applicable; and (5) subsequent amendments to any of the preceding documents.

1.2 "Acceptance" means your acceptance of the offer of LifeVantage to become an Independent Distributor by completing this application and delivering it to LifeVantage. "Acceptance" shall be deemed to occur when LifeVantage first receives an application from a person who has decided to become a Distributor.

1.3 "Breach", "Default" and "Violation" mean an actual or alleged transgression or violation of any part of this Agreement.

1.4 "Cancel" or "Cancellation" means the expiration or termination of an Independent Distributor's business. Cancellation may be either voluntary or involuntary by either LifeVantage or an Independent Distributor, through non-renewal, inactivity or breach of the Agreement.

1.5 The "Definitions" section of LifeVantage's P&P manual is incorporated as a part of these Terms and Conditions.

1.6 "My downline", "my downline marketing organization", or "my downline sales organization" means the network of Independent Distributors who exist under me pursuant to the Agreement.

1.6.1 "My downline" or any similar reference is only used for simplicity purposes. Independent Distributor understands that (a) Independent Distributor does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by LifeVantage or created by Independent Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about LifeVantage downlines or any part of the Agreement (b) the sole property interest of an Independent Distributor with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (c) that LifeVantage is the sole owner of any and all downline rights, titles, interests and materials.

1.7 "Materials", "Promotional Materials" or "a Publication" means any publication created or adopted by LifeVantage that is made available to Independent Distributors.

### SECTION 2. Term.

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

### SECTION 3. Independent Contractor Status.

Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, FICA, or taxes of any kind. A form W-9 is required from all Independent Distributors.

### SECTION 4. Legal Provisions Relative to the Agreement.

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

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

### SECTION 5. No Rights to Transfer or Delegate.

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

### SECTION 6. Publicity Rights.

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

### SECTION 7. I understand that as a LifeVantage Independent Distributor:

7.1 I have the right to present for sale LifeVantage products and services in accordance with the Agreement.

7.2 I have the right to enroll persons as Independent Distributors of LifeVantage products.

7.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organization.

7.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

7.5 I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the P&P.

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

8.1 The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of Utah, without giving effect to conflicts of law principles.

8.2 Except as provided for in 8.3, all disputes between the parties that in any way are connected to or that arise out of this Agreement, shall be resolved by arbitration only as is more fully set out in the P&P. Unless both parties agree otherwise, arbitration shall be conducted only by and before the American Arbitration Association (the "AAA"), and only in Salt Lake County, Utah, pursuant to its Commercial Arbitration Rules.

8.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the P&P manual:

8.4 Each party who a court or arbitration panel identifies as a prevailing party in the arbitration award or in a court Order is entitled to an award, to be paid by the non-prevailing party, of 50% of that prevailing party's (i) reasonable attorneys' fees, (ii) related out-of-pocket expenses, including expert witness fees, and (iii) fees, costs and expenses charged by the AAA and its arbitrators or by a court or both. Any judicial action commenced by either party that is based, in whole or in part on the arbitration award, shall only be filed and maintained in Salt Lake County, Utah.

### SECTION 9. Miscellaneous.

9.1 A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

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

9.3 By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth at [www.lifevantage.com](http://www.lifevantage.com). I represent that I have had full opportunity (i) to read this Agreement, (ii) to obtain guidance or advice of my own legal counsel, and (iii) to communicate with LifeVantage concerning any comments or questions about my understanding of this Agreement.

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

\_\_\_\_\_  
Printed Name of Applicant

Signed: \_\_\_\_\_ 20 \_\_\_\_\_

Social Security # \_\_\_\_\_ or EIN # \_\_\_\_\_

### LIFEVANTAGE CORPORATION

By: David W. Brown, President and CEO (No Signature Needed)

**PART II. AUTOSHIP (Preferred Customer Continuity Plan) Program TERMS AND CONDITIONS.**

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

- 1.1 I authorize LifeVantage to submit a charge for payment, from my credit or debit card that is identified below, for my monthly Autoship purchase of product that is specifically identified in this Application. I understand that there is no minimum number of purchases each month for participation in this Program.
- 1.2 I understand that my first order will be processed and shipped within 5 calendar days of LifeVantage's acceptance of my first order. Furthermore, I understand that periodic shipments of the product that I have ordered will occur without any further action by me. I understand that there will be approximately a one month interval between each shipment.
- 1.3 I understand that I may cancel my Autoship participation within three (3) business days (5 days in Alaska) of the date of my submission of this application to LifeVantage and receive a full refund of any Autoship related amounts charged to my credit or debit card. Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures. I acknowledge that LifeVantage's Product Guarantee, Limitation of Liability and LifeVantage's return and refund general policy are incorporated into this Application by reference.
- 1.4 I understand that to change any feature of my Autoship order selection, method of payment, or the authorized amount, I must submit a new Autoship application. Each application will supersede all previous applications.
- 1.5 I understand that this Agreement will remain in effect until I: (1) elect to modify it by submitting a new signed Autoship form; (2) send, in writing, my cancellation of my participation in the Autoship Program to LifeVantage Corporation Attn: Customer Care at 10813 River Front Pkwy, Ste 500, So. Jordan, UT 84095, or by calling (866) 460-7241; I acknowledge that this cancellation notice must include my signature, printed name, address, and my Independent Distributor Identification Number), or (3) stop payment of any payment withdrawals by LifeVantage by notifying my issuing bank at least three days prior to the scheduled charging of my account. Notice of cancellation must be received by LifeVantage at least five calendar days prior to the next scheduled Autoship date in order to avoid charges for that month. I understand that if a cancellation notice is received by LifeVantage fewer than five days prior to the monthly Autoship date, cancellation will become effective in the month following the month in which my notice of cancellation is received by LifeVantage.
- 1.6 I understand that applicable local and state sales taxes will be added to my Autoship order amount each month, based on the address to which my Autoship orders are sent. I authorize LifeVantage to add such amount to the amount charged to the debit or credit card that I have selected each month.
- 1.7 I understand that shipping and handling charges will be added to my Autoship order amount each month in accordance with the method of shipping that I have selected in this Application and Agreement.

Signed: \_\_\_\_\_ 20 \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name of Applicant

Signed: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Co-Applicant, If Any

\_\_\_\_\_  
Printed Name of Co-Applicant

By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Independent Distributor Application and Agreement, I certify that this number is my correct taxpayer identification number and that I have not been a LifeVantage Independent Distributor, or a partner, shareholder, or principal of any entity having a LifeVantage business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Independent Distributor Application and Agreement may result in action by LifeVantage, including, but not limited to, the termination of this Agreement.