

**Primary Applicant** \*Required Information (Please Print Clearly)

\*First and Last Name (Legal Name)

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

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

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

If Yes, please select Tax Classification below:

- Individual/Sole Proprietor       Partnership       LLC, taxed as S Corporation  
 C Corporation       Trust/Estate       LLC, taxed as Partnership  
 S Corporation       LLC, taxed as C Corporation       Other \_\_\_\_\_

**Contact Information**

( ) - ( ) - ( )  
\*Home Phone      Cell Phone      Fax Number

\*Applicant E-mail

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

**Billing Address** (Must match your credit card address)

\_\_\_\_\_  
\*Address  
\_\_\_\_\_  
\*City      \*State      \*Zip Code

**Shipping Address** (Leave blank if same as billing address)

\_\_\_\_\_  
\*Address  
\_\_\_\_\_  
\*City      \*State      \*Zip Code

**Co-Applicant** (optional) \*Gender  F  M

\*First and Last Name (Legal Name)

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

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

Preferred Customer ID

**Enroller Information** (Your enroller is the individual who introduced you to LifeVantage.)

\_\_\_\_\_  
Enroller Name      ID Number

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

\_\_\_\_\_  
Placement Sponsor Name      ID Number

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

- START KIT - \$50.00** - 3 Corporate Brochures, 1 Quick Start Guide, 1 Getting Started Guide, 1 Blueprint, 1 6 Basic Elements Brochure (10-pk), 1 Product Samples Ingredients, 1 Where Nutrigenomics Go to Work DVD ENG SPN, 5 Protandim NRF1 Nrf2 Brand Cards, 5 TrueScience Brand Cards, 5 AXIO® Brand Cards, 1 AXIO® Sour Cherry Stick Pack, 1 AXIO® Decaf Red Raspberry Stick Pack, 1 AXIO® Green Grape Stick Pack, 1 AXIO® Decaf Grapefruit Stick Pack, 1 AXIO® Dragon Fruit Stick Pack, 5 Protandim NRF1 Nrf2 Samples, 5 TrueScience Anti-Aging Cream Samples.
- PLATINUM PACK - \$1,200.00 (1000PV)** - 6 Protandim® NRF1, 6 Protandim® Nrf2, 2 TrueScience™ Beauty System (each system includes 1 each of TrueScience® Facial Cleanser, TrueScience® Perfecting Lotion, TrueScience® Eye Serum and True Science® Anti-Aging Cream), 2 AXIO® Decaf Red Raspberry, 2 AXIO® Dragon Fruit, 2 Petandim™ for Dogs, 2 PhysIQ™ Probio, 1 PhysIQ™ Protein, 2 PhysIQ™ Cleanse, 2 PhysIQ™ Fat Burn, 2 Omega+, 2 All Access Event Tickets, and 2 disc set Pro Audio series plus an additional four weeks of discs.\*\*.
- GOLD PACK - \$600.00 (500PV)** - 2 Protandim® NRF1, 2 Protandim® Nrf2, 1 AXIO® Decaf Red Raspberry, 1 AXIO® Dragon Fruit, 2 Petandim™ for Dogs, 1 TrueScience® Beauty System (includes 1 each of TrueScience® Facial Cleanser, TrueScience® Perfecting Lotion, TrueScience® Eye Serum and TrueScience® Anti-Aging Cream), 2 PhysIQ Probio, 2 Omega+, 1 All Access Event Ticket, and 2 disc set Pro Audio series plus an additional four weeks of discs.\*\*
- GOLD PERFORMANCE PACK - \$600.00 (500PV)** - 4 Protandim® NRF1, 4 Protandim® Nrf2, 1 AXIO® Decaf Red Raspberry, 1 AXIO® Dragon Fruit, 1 PhysIQ™ Fat Burn, 1 PhysIQ™ Probio, 1 PhysIQ™ Protein, 1 PhysIQ™ Cleanse, 1 Omega+, 1 All Access Event Ticket, and 2 disc set Pro Audio series plus an additional four weeks of discs.\*\*
- SILVER PACK - \$300.00 (250PV)** - 1 Protandim® NRF1, 2 Protandim® Nrf2, 1 AXIO® Decaf Red Raspberry, 1 AXIO® Dragon Fruit, and 1 TrueScience® Anti-Aging Cream, 1 PhysIQ™ Probio, 1 Omega+.

**\*\*Pro Audio Series Enrollment** The purchase of a Gold Pack or Platinum Pack includes 4 presentations from LifeVantage leaders (on 2 CDs) and 4 weeks enrollment (1 CD weekly for 4 weeks) in the Pro Audio Series program. You will then be charged \$3.00 weekly, plus sales tax, to remain

- Opt OUT** of enrollment of Pro Audio Serie

PRODUCT	PV	PRICE	INITIAL ORDER		AUTOSHIP	
			Qty.	Sub-Total	Qty.	Sub-Total
<b>Start Kit</b> (When ordering a Start Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.)	0	\$50	1	\$50	—	—
<b>Activated Essentials</b> (Includes (1) Protandim® NRF1, (1) Protandim® Nrf2 and (1) PhysIQ™ ProBio) <b>FREE SHIPPING</b>	110	\$120				
<b>Vitality Stack</b> (Includes (1) Protandim® NRF1, (1) Protandim® Nrf2 and (1) PhysIQ™ ProBio) , (1) Omega+) <b>FREE SHIPPING</b>	125	\$149				
<b>Beauty Stack</b> (Includes (1) Protandim® NRF1, (1) Protandim® Nrf2, (1) PhysIQ™ ProBio, (1) Omega+ and (1) TrueScience® Beauty System) <b>FREE SHIPPING</b>	240	\$280				
<b>Protandim® Nrf2 Synergizer™</b>	40	\$40				
<b>Protandim® NRF1 Synergizer™</b>	40	\$49				
<b>Protandim® Dual Synergizer</b>	80	\$85				
<b>Protandim® Dual Synergizer™ Samples</b> (10-pk)	15	\$25				
<b>Petandim™ for Dogs</b>	25	\$25				
<b>Omega+</b>	30	\$40				
<b>TrueScience® Beauty System</b> (includes the below 4 products) <b>FREE SHIPPING</b>	130	\$140				
• <b>TrueScience® Facial Cleanser</b>	23	\$25				
• <b>TrueScience® Perfecting Lotion</b>	32	\$35				
• <b>TrueScience® Eye Serum</b>	36	\$40				
• <b>TrueScience® Anti-Aging Cream</b>	65	\$70				
<b>TrueScience® Hand Cream</b>	10	\$12				
<b>AXIO® Dragon Fruit</b>	50	\$50				
<b>AXIO® Green Grape</b>	50	\$50				
<b>AXIO® Sour Cherry</b>	50	\$50				
<b>AXIO® Decaf Red Raspberry</b>	50	\$50				
<b>AXIO® Decaf Grapefruit</b>	50	\$50				
<b>PhysIQ™ ProBio</b>	30	\$40				
<b>PhysIQ™ Fat Burn</b>	35	\$45				
<b>PhysIQ™ Protein</b>	45	\$55				
<b>PhysIQ™ Cleanse</b>	12	\$15				
<b>PhysIQ™ Beauty</b>	15	\$30				
<b>PhysIQ™ Curb</b>	15	\$25				
<b>PhysIQ™ Single System with Cleanse</b>	100	\$140				
<b>PhysIQ™ Double System with Cleanse</b>	200	\$270				
<b>PhysIQ™ Single System</b>	100	\$130				
<b>PhysIQ™ Double System</b>	200	\$260				
Shipping, handling and applicable sales tax will be added to each order.			<b>TOTAL</b>		<b>TOTAL</b>	

Please Note: Prices and products are subject to change.

**Monthly Autoship Date**    5th    10th    15th    20th    25th

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

## Payment Information

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

(    ) - \_\_\_\_\_

Phone

Best time to reach me:  morning  afternoon  evening

## Distributor Agreement

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

Applicant Signature

□ □ - □ □ - □ □ □ □ □ □

Date (MM/DD/YYYY)

Co-Applicant Signature (If applicable)

□ □ - □ □ - □ □ □ □ □ □

Date (MM/DD/YYYY)

## INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

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

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

#### SECTION 1. Definitions:

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

#### SECTION 2. Term:

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

#### SECTION 3. Independent Contractor Status:

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

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

- 4.1** Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement.
- 4.2** The Agreement may be amended from time-to-time at the sole discretion of LifeVantage. Notification of each amendment shall be effective upon publication of that amendment in a LifeVantage publication.

#### SECTION 5. Rights to Transfer or Delegate:

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

#### SECTION 6. Publicity Rights:

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

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

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

#### SECTION 8. Governing Law and Resolution of Disputes:

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

#### SECTION 9. Communication:

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

#### SECTION 10. Miscellaneous:

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

### PART II. INTERNATIONAL ENROLLMENT

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

- 11.1** I agree that I have the right to enroll new distributors but that LifeVantage does not grant me the right to market LifeVantage Products or services registered in other Authorized Countries outside of the United States.
- 11.2** I acknowledge that every Authorized Country may have specific laws and requirements applicable to me as an Enroller of Distributors in that Authorized Country, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all visa, immigration, and registration requirements.

1.3. I agree that I may purchase LifeVantage products and services in an Authorized Country (other than the United States) only from LifeVantage's affiliated company designated as the exclusive wholesale distributor in that Authorized Country, and that such affiliated company may require me to execute a separate whole product purchase agreement. I further agree that (i) I may only purchase LifeVantage products and services in an Authorized Country (other than the United States) for personal use or to demonstrate to potential new distributors, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any LifeVantage Products or other LifeVantage products or services registered in that Authorized Country, and (iii) I will comply with all applicable laws regarding the purchase of LifeVantage products and services in an Authorized Country.

### **PART III. AUTOSHIP 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 III. The Agreement, as defined in Part I of this document, is applicable to this Part III.

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

### **PART IV. PRO AUDIO SERIES AUTOSHIP PROGRAM TERMS AND CONDITIONS**

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

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

### **PART V. MASTER TRACK EVENTS PASS TERMS AND CONDITIONS**

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

#### **SECTION 1. License:**

The Master Track Events Pass is a license that entitles me, subject to the terms and conditions contained herein, to attend only the "Applicable Events" (defined in Section 4 below) during the term specified in Section 2 below, or any period during which my Master Track Events Pass has been renewed in accordance with Section 3 below.

#### **SECTION 2. Term:**

Subject to the terms and conditions contained herein, the term during which my Master Track Events Pass will be valid is the shorter of:

- 2.1 The last day of the month that is 18 months from the date on which I purchased my Master Track Events Pass (e.g., if I purchased my Master Track Events Pass on August 20, 2013, the term of my Master Track Events Pass will expire on January 31, 2015); or
- 2.2 The date of the last of the "Applicable Events" (defined in Section 4 below), whether or not I have attended any of the Applicable Events.

#### **SECTION 3. Automatic Renewal:**

I understand that my Master Track Events Pass will be automatically renewed by LifeVantage unless I provide written notice to LifeVantage of my intention to not renew my Master Track Events Pass. I further understand that, upon automatically renewing my Master Track Events Pass, LifeVantage will charge me the full price of the Master Track Events Pass as of the date on which my Master Track Events Pass is automatically renewed, which price may be greater than the price I originally paid for my Master Track Events Pass. I hereby authorize LifeVantage to charge such renewal fee, including applicable sales tax, to the credit or debit card I have previously provided to LifeVantage.

#### **SECTION 4. Applicable Events:**

"Applicable Events" shall mean one (1) Global Convention and five (5) Elite Academies held during the term specified in Section 2 above, or any single renewal period. For the avoidance of doubt, my failure to attend one or more of the Applicable Events for any reason whatsoever, shall not extend the term of my Master Track Events Pass.

#### **SECTION 5. Nontransferable:**

My Master Track Events Pass is nontransferable without the written consent of LifeVantage. My Master Track Events Pass cannot be used by any other person, including, without limitation, my spouse, family member or business partner.

#### **SECTION 6. Nonrefundable:**

My Master Track Events Pass is nonrefundable; however, I may obtain a refund within sixty (60) days of the date on which I purchased my Master Track Events Pass if I have not attended an Applicable Event during that time.

#### **SECTION 7. Revocation:**

My Master Track Event Pass will be revoked and of no further force or effect, without any reimbursement or refund to me, if:

- 7.1 My LifeVantage distributorship is cancelled for any reason; or
- 7.2 If I fail to abide by the terms and conditions contained herein.

#### **SECTION 8. Registration:**

- 8.1 With my Master Track Events Pass, I need to pre-register for an Applicable Event I plan on attending.
- 8.2 Despite having a Master Track Events Pass, I will be charged an on-site registration fee if I fail to pre-register for an Applicable Event. The typical on-site registration fee is thirty-five dollars (\$35.00); however, the on-site registration fee may be increased in LifeVantage's discretion and without prior notice to me.
- 8.3 If I should purchase my Master Track Events Pass after pre-registration has closed for an Applicable Event, I may attend that Applicable Event by using my Master Track Events Pass and will not be charged the on-site registration fee.

#### **SECTION 9. Amendments:**

These terms and conditions may be amended or modified from time to time at the sole discretion of LifeVantage. Such amendments or modifications shall be effective without notice to you.

**SECTION 10. Governing Law:**

The interpretation and enforcement of these terms and conditions is governed by and shall be construed and interpreted in accordance with the laws of Utah, without giving effect to conflicts of law principles. Any lawsuit relating to these terms and conditions shall be brought exclusively in the state or federal courts located in the State of Utah, County of Salt Lake, and I hereby submit to the exclusive jurisdiction of such courts.

**SECTION 11. Communications:**

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

**11.2** I specifically authorize LifeVantage to communicate with me by electronic mail (e-mail) for any purpose, including formal notices pursuant to these terms and conditions, at the email address I have provided to LifeVantage or as updated.

**SECTION 12. Changes:**

I understand that any changes made to my Master Track Events Pass profile information will result in additional charges.