

*Applicant Name (First/Middle/Last)

TIN Number

Business Name (if applicable)

- -

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

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*Home Phone	Mobile Phone	Fax Number

*Applicant E-mail

BILLING ADDRESS (Must match your credit card address)

*Street Address

*Barangay

*City/Municipality

*Province

*Postal Code

SHIPPING ADDRESS (Leave blank if same as billing address)

*Street Address

*Barangay

*City/Municipality

*Province

*Postal Code

By checking this box and submitting my personal information, I consent and agree that Protandim Philippines Corporation, its parent, subsidiaries or affiliates, Consultants in my Marketing Organization or a third parties acting for or on behalf of Protandim Philippines Corporation may contact me at my provided email address and/or telephone number and as updated using automated technology such as an auto-dialer or pre-recorded message, text message or email at my cost at my carrier's standard rates for calls and/or texts. I may opt-out from text messages at any time by replying "STOP". I consent and agree that my provided personal information to include my name, birthdate, addresses, phone and fax numbers, sales data and banking information will be transmitted to LifeVantage Corporation and trusted third parties in the United States of America ("USA") to support my LifeVantage account, product orders and their fulfillment. I understand that I may access and rectify my data as well as opt-out of any data transfer to the USA by contacting LifeVantage Compliance and Education at compliance@lifevantage.com. I understand that by opting out, LifeVantage may not be able to support my LifeVantage account and deliver my product orders.

CO-APPLICANT (optional)

*First and Last Name (First/Middle/Last) (Co-Applicant must be 18 years or older)

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

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Customer ID

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

Enroller Full Name (First/Middle/Last)

ID Number

PLACEMENT SPONSOR INFORMATION (Indicates the Consultant 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 Full Name (First/Middle/Last)

ID Number



LIFEVANTAGE CONSULTANT ENROLLMENT ORDER.

All new enrolling Consultants are required to purchase a non-commissionable Start Kit at time of sign up (optional where prohibited by law). The cost of the Start Kit is ₱1,200.00 inclusive of VAT. An enrolling Consultant can meet the Start Kit requirement by purchasing the Start Kit by itself or through the Silver Pack, Gold Glow Pack, Gold 360 Pack, Platinum Glow Pack, Platinum 360 Pack or Healthy Glow Pack, which include the Start Kit and LifeVantage products.

To complete your enrollment, please fill out and attach the [Product Price List and Order Form](https://www.lifevantage.com/ph-en/price-list) to this LifeVantage Consultant Application and Agreement form.
<https://www.lifevantage.com/ph-en/price-list>

LIFEVANTAGE CONSULTANT AGREEMENT

By signing and submitting this form and purchasing a Start Kit or enrollment pack as applicable, I acknowledge that I am applying to become an independent contractor Consultant of Protandim Philippines Corporation and I acknowledge and agree that I have read and agree with this LifeVantage Consultant Application and Agreement, the LifeVantage Policies and Procedures, the LifeVantage Compensation Plan, the LifeVantage Virtual Office Agreement (Back Office Agreement), and the LifeVantage Privacy Policy and Website Use Agreement along with all subscription requirements all of which are incorporated herein and made part of this Agreement.

Applicant Signature

Co-Applcant Signature (If applicable)

 - -

Date (DD/MM/YYYY)

 - -

Date (DD/MM/YYYY)

LIFEVANTAGE CONSULTANT APPLICATION AND AGREEMENT

This document is your application to become an independent contractor Consultant of Protandim Philippines Corporation ("LifeVantage" or the "Company"). When submitted by you and accepted by LifeVantage, this document becomes part of the legal agreement between you and LifeVantage.

PART I. CONSULTANT AGREEMENT TERMS AND CONDITIONS**SECTION 1. Definitions:**

1.1 The agreement that governs the relationship between you and LifeVantage (hereafter the "LifeVantage Consultant Agreement" or "Agreement") incorporates herein the following documents: (1) this LifeVantage Consultant Application and Agreement ("Application"); (2) the LifeVantage Policies and Procedures (the "P&Ps"); (3) the LifeVantage Compensation Plan (the "Compensation Plan"); (4) the LifeVantage Virtual Office (Back Office) Agreement, (5) the LifeVantage Privacy Policy and Website Use Agreement and (6) any other applicable Business Entity forms and (7) subsequent amendments to any of the preceding documents.

1.2 Capitalized terms used herein but not defined shall have the meaning set forth in the P&Ps or the Compensation Plan as applicable.

SECTION 2. Term:

The term of this Agreement is one (1) year from the date of Acceptance. If you fail to renew your LifeVantage Consultant Business pursuant to the P&Ps, or if this Agreement is Canceled for any reason, you will lose your rights as a Consultant as further detailed in the P&Ps. LifeVantage may terminate this Agreement for convenience as set forth in the P&Ps. A reasonable renewal fee may be due each year of this Agreement. If such renewal fee is not paid, the Agreement may terminate.

SECTION 3. Independent Contractor Status:

As a Consultant, you will always be an independent contractor and not an employee, agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding taxes and will not withhold or deduct taxes of any kind from your Financial Distributions (if any) except as required by law or as otherwise set forth in the P&Ps.

SECTION 4. Legal Provisions Relative to the Agreement:

4.1 Any promises, representations, offers, or other communications made by any person prior to the effective date of this Agreement that are not contained in this Agreement are, to the extent permitted by law, of no legal force or effect as to this Agreement and are hereby excluded from this Agreement. You acknowledge that you have not relied on any such promise, representation, offer, or other communication in entering into this Agreement.

4.2 From time-to-time LifeVantage may, at its sole discretion, amend this Agreement pursuant to Section 2.3 of the P&Ps.

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 rights or delegate duties hereunder without the prior express written consent of LifeVantage is void and will be a Breach of this Agreement.

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

SECTION 6. Publicity Rights:

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

SECTION 7. I understand that as a Consultant:

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

7.2 I have the right to enroll persons as Consultants or Customers of LifeVantage pursuant to this Agreement only in Authorized Countries.

7.3 I have an obligation to comply with all national 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 national or municipal law, ordinance, rule or regulation.

7.4 I have an obligation to perform my obligations as a Consultant with honesty and integrity in compliance with the P&Ps.

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 the Philippines.

8.2 All disputes between the parties, including actions seeking injunctive relief, will be resolved in accordance with the dispute resolution provisions set forth in Section 14 of the P&Ps.

8.3 You acknowledge that the covenants set forth in this Agreement 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. You further acknowledge that your Breach of the covenants set forth in this Agreement would likely cause LifeVantage irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain. Therefore, you agree that LifeVantage shall be entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin you from Breaching or threatening to Breach such covenants. Injunctive relief shall not be the exclusive remedy available to LifeVantage.



SECTION 9. Privacy Collection Notice:

LifeVantage is collecting your personal information to establish and maintain a relationship with you, including to create a Consultant account, respond to your queries, process your orders, make payments to you and to keep you informed of new products and services. Failure to provide your personal information may prevent LifeVantage from processing your Application. LifeVantage may also obtain (and disclose) your personal information from/to our Consultant and our affiliates (who may be located in other countries, such as the United States of America, Canada, United Kingdom, countries within the European Union, Japan, Hong Kong, Mexico, Singapore, Taiwan and Thailand) to, for example, manage your relationship with LifeVantage and other LifeVantage Consultants, and for recognition and reward purposes. LifeVantage may also disclose your personal information to services providers we have engaged to provide services on our behalf, such as payment processors, couriers and marketing service providers, some of which may be located overseas, including in the United States of America. Further information about our privacy practices and procedures is contained in our LifeVantage Privacy Policy and Website Use Agreement. If you would like to seek access to or correct your personal information, or make a privacy complaint, please refer to this Agreement for further details.

SECTION 10. Communication and Data Protection:

By signing and submitting this Application, you agree that LifeVantage or a party acting on its behalf may contact you by email or at the telephone numbers or fax number listed on your Application or as updated. You understand that your consent is not a condition of purchase. You consent and agree to the LifeVantage Privacy Policy and Website Use Agreement as amended from time to time and incorporated herewith by this reference, when you sign and submit this Application. You specifically authorize LifeVantage to communicate with you by e-mail for any purpose, including formal notices pursuant to the Agreement, at the email address you have entered on this Application. You consent to receiving communications from LifeVantage by e-mail ("electronically") and you agree that all agreements, notices and other communications that LifeVantage provides to you electronically satisfy any legal requirement that such communication be in writing, unless any applicable mandatory laws specifically require another form of communication. LifeVantage is the data controller of any Personal Information (as defined in the LifeVantage Privacy Policy and Website Use Agreement) that you provide us with when you place an order for products or services. You agree that LifeVantage or a party acting on its behalf (i.e. a third party) may collect Personal Information from you including your name, birthdate, address, mailing address, phone and fax numbers and credit card information and transmit that information to LifeVantage Corporation which is located in the United States of America for the purpose of executing your order. LifeVantage may provide your Personal Information to its shipping partners and credit card processors for the purpose of processing your order. You consent and agree to LifeVantage transferring your data for these purposes. If you would like to request a copy of your Personal Information, would like to correct or update your Personal Information, would like to have your Personal Information removed, please contact LifeVantage by sending an e-mail: compliance@lifevantage.com.

SECTION 11. Miscellaneous:

- 11.1 An electronic, faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.
- 11.2 You 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, Cancellation of this Agreement.
- 11.3 You 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.
- 11.4 By signing and submitting this Application and paying for your Start Kit and/or enrollment pack, you certify that you are applying to become a Consultant of LifeVantage and that you have received, read, understood and agree with this Agreement and its included LifeVantage Subscription Program terms and conditions as set forth at Resources - LifeVantage Philippines (en) as may be amended from time to time.
- 11.5 You certify 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.
- 11.6 You agree to provide LifeVantage with your correct Tax Identification Number (TIN) for your LifeVantage account.
- 11.7 If you are a VAT registered Consultant, you agree that you are obligated to issue a tax invoice to the Company for all Financial Distributions earned from selling LifeVantage products as well as the other documents specified in the P&Ps.

PART II. INTERNATIONAL ENROLLMENT

The following terms apply to Consultants as they work in LifeVantage Authorized Countries outside of the Philippines. All 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 You agree that you have the right to enroll new consultants but that does not grant you the right to market LifeVantage products or services registered in other LifeVantage Authorized Countries outside of the Philippines.
- 11.2 You acknowledge that every Authorized Country may have specific laws and requirements applicable to you as an Enroller of Consultants in that Authorized Country, and you agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all visa, immigration, and registration requirements.
- 11.3 You agree that you may purchase LifeVantage products and services in an Authorized Country (other than the Philippines) only from the LifeVantage affiliated company designated as the exclusive wholesale provider in that Authorized Country, and that such affiliated company may require you to execute a separate product purchase agreement. You further agree that (i) you may only purchase LifeVantage products and services in an Authorized Country (other than the Philippines) 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 services registered in that Authorized Country, and (iii) you will comply with all applicable laws regarding the purchase of LifeVantage products and services in an Authorized Country.

PART III. LIFEVANTAGE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

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

- 11.1 You authorize LifeVantage to submit a charge for payment, from your credit or debit card as provided to LifeVantage, for your Subscription Order purchase of product that is specifically identified in this Application or as updated. You understand that there are no minimum number of purchases each month for participation in this Program.
- 11.2 You understand that your first order will be processed and shipped within 30 days of the LifeVantage acceptance of your first order. Furthermore, you understand that periodic shipments of the product that you have ordered will occur without any further action by you. You understand that there will be approximately a one (1) month interval between each shipment.
- 11.3 Right of Cancellation up to thirty days (30). You may cancel your Subscription Order participation within thirty (30) of the date of your submission of this Agreement to LifeVantage and receive a full refund of any Subscription Order related amounts charged to your credit or debit card for that initial Subscription Order. In addition, you can cancel your order without giving any reason within thirty (30) days after you (or a third party indicated by you, but excluding the carrier) receive the products that you have purchased. If your order is delivered in separate lots or consists of multiple products, this period starts once you have received the last lot or product. You will inform LifeVantage of your decision to cancel your Subscription Order participation or your order by submitting a written request via email phsupport@lifevantage.com. To meet the cancellation deadline, you must send your communication before the thirtieth (30th) day of the cancellation period has expired.
- 11.4 Effects of cancellation: LifeVantage will reimburse all payments received from you no later than fifteen (15) business days after LifeVantage has received your communication. LifeVantage may withhold reimbursement until it has received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.
- 11.5 You must send back the products no later than fifteen (15) business days from the day on which you have communicated your cancellation to LifeVantage. You understand that you will bear sole responsibility of the cost of returning these goods. If the value of the product returned diminishes due to the handling of the products (except when it was necessary to establish the nature, characteristics and functioning of the products) you may be liable for the loss suffered by LifeVantage as a result.
- 11.6 Exceptions to the right of cancellation: The right of cancellation does not apply to (a) the delivery of products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items; (b) the supply of products made to your specifications or clearly personalized; or (c) the supply of products which may deteriorate or expire rapidly. Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures then in effect.
- 11.7 You understand that to change any feature of your Subscription Order, you must submit a new Subscription Order template. Each Subscription Order template will supersede all previous Subscription Order templates. Notice of change must be received by LifeVantage at least three (3) business days prior to the next subscription order date.
- 11.8 This Agreement will remain in effect until:
 - (1) you elect to modify it by calling Consultant Support and cancelling your Subscription Order;
 - (2) you send, in writing, your cancellation of your participation in the Subscription Program to LifeVantage; or your order by submitting a request via email phsupport@lifevantage.com, or telephone 02 8 395 3355. You acknowledge that this cancellation notice must include your signature, printed name, address, and your Consultant Identification Number;
 - (3) stop payment of any payment withdrawals by LifeVantage by notifying your issuing bank at least three (3) business days prior to the scheduled charging of your account; or
 - (4) your payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the next scheduled Subscription Order date in order to avoid charges for that month. You understand that if a cancellation notice is received by LifeVantage fewer than three (3) business days prior to the Subscription Order date; cancellation will become effective the week following the week in which your notice of cancellation is received by LifeVantage.
- 11.9 You understand that applicable shipping and handling fees will be added to your Subscription Order amount each month, based on the address to which your subscription orders are sent. You authorize LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage.

You understand that you will enter into the payment obligations contained in this Agreement if you do not exercise the termination and cancellation rights which you have, as set forth hereinabove, and you hereby acknowledge and agree that your financial situation does not prevent you from accepting these payment obligations.



PART IV. PRIVACY SHIELD ONWARD TRANSFER PROVISIONS

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

Background

This purpose of the Provisions is to ensure that adequate safeguards are in place and followed with respect to a Consultant's Processing of Personal Data on behalf of LifeVantage, and to otherwise ensure the lawful Processing of Personal Data

Privacy Shield Terms and Conditions

SECTION 1. Definitions.

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

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

SECTION 2. Consultant Privacy Responsibilities

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

