

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

\*First and Last Name (Legal Name)

□ □ □ □ □ □ □ □ □ □

\*Social Insurance Number (Required if not using Business Number)

□ □ - □ □ - □ □ □ □ □ □

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

F  M  
\*Gender

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

If Yes, please submit an IRS Form W-9 to LifeVantage. (This information is required for U.S. tax reporting purposes.)

**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

\_\_\_\_\_  
\*Province

\_\_\_\_\_  
\*Postal Code

**Co-Applicant** (optional)

\_\_\_\_\_  
\*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.

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

\_\_\_\_\_  
Enroller Name

\_\_\_\_\_  
ID Number

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

\_\_\_\_\_  
\*Address

\_\_\_\_\_  
\*City

\_\_\_\_\_  
\*Province

\_\_\_\_\_  
\*Postal Code

\*Gender  F  M

□ □ - □ □ - □ □ □ □ □ □

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

□ □ □ □ □ □ □ □

Preferred Customer ID

**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

**Buyer's Right to Cancel Clause can be found on page 4.**

**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 \$55 plus applicable shipping, handling and sales taxes. **Prices are in Canadian Dollars (CAD)** and do not include shipping, handling or sales taxes. The distributor can meet the Start Kit requirement either by purchasing the kit by itself or as a component of the optional upgraded Vantage Pack shown below.

**Vantage Pack - \$690.00 CAD (400 PV)** Start Kit, 9 Protandim®, 1 TrueScience™ Skin Care Regimen (includes 1 each of TrueScience™ Ultra Gentle Facial Cleanser, TrueScience™ Perfecting Lotion, TrueScience™ Eye Corrector Serum, and TrueScience™ Facial Cream), 1 (30-pack) Presentation Tear Off Pad, 1 (25-pack) Newspapers, 1 (10-pack) LifeVantage® Opportunity DVDs, 1 LifeVantage® Decal, and 2 disc set Pro Audio series plus an additional four weeks of discs. \*\*

**\*\*Pro Audio Series Enrollment:** The purchase of a Vantage 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 \$5.50 weekly, plus sales taxes, to remain enrolled in the program.

**Opt OUT** of enrollment of Pro Audio Series

PRODUCT	PV	PRICE	INITIAL ORDER		AUTOSHIP	
			Qty.	Sub-Total	Qty.	Sub-Total
<b>Start Kit</b> <small>(Note: When ordering a Start Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.)</small>	0	\$55.00	1	\$55.00	-	-
<b>Protandim®</b>	40	\$44.00				
<b>TrueScience™ Skin Care Regimen</b> <small>(includes the below 4 products)</small>	160	\$176.00				
• TrueScience™ Ultra Gentle Facial Cleanser	25	\$27.50				
• TrueScience™ Perfecting Lotion	40	\$44.00				
• TrueScience™ Eye Corrector Serum	40	\$44.00				
• TrueScience™ Facial Cream	70	\$77.00				
Shipping, handling and applicable sales taxes 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.

( ) - Best time to reach me:  morning  afternoon  evening

Phone

**Financial Distributions** (Please provide your bank information for direct deposit/EFT.)

\*First Name

\*Last Name

\*Account Number

\*Bank Name

\*Branch Transit Number (5 digits)

\*Bank Institution ID Number (3 digits)

**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, and the Pro Audio Series Autoship Program 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

Co-Applicant Signature (if applicable)

-   -

-   -

Date (DD/MM/YYYY)

Date (DD/MM/YYYY)

# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

This document is your application to become an Independent Distributor of LifeVantage Canada Ltd. and LifeVantage Corporation (collectively "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 of 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. 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, 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** 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.

### 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 prerecorded 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 Joint election to use the Network Sellers Method (NSM). By signing this document, LifeVantage Canada Ltd. and you jointly elect to have the NSM rules apply to Commissions and Bonuses ("Financial Distributions") at all times when an approval granted to the Independent Distributor is in effect. LifeVantage Canada Ltd. and you understand that this election is not valid if the application by LifeVantage Canada Ltd. to use the NSM is refused. I hereby certify that the information given in this election, and any document attached, is true, correct and complete to the best of my knowledge and that I am the Independent Distributor or I am authorized to sign on behalf of the sales representative. The Canada Revenue Agency (CRA) does not require your consent to any provision of this document other than the certifications required for the joint election to use the NSM.**

**10.3** Government Issued Identification Number. You must provide LifeVantage with your correct Social Insurance Number for an individual or Business Number for your Business Name.

**10.4.1** If checking "Yes" to the "Is the Primary Applicant a U.S. Person?" question in the Independent Distributor Application and Agreement, please complete and provide Form W-9 to support@lifevantage.com. The Form W-9 can be found on the IRS website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**10.4.2** If checking "No" to the "Is the Primary Applicant a U.S. Person?" question in the Independent Distributor Application and Agreement, and if the Primary Applicant is an individual, I certify the following: Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (1) I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution; (2) The Primary Applicant is not a U.S. person; (3) The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an applicable income tax treaty, or (c) the partner's share of a partnership's effectively connected income; (4) The Primary Applicant of this form is a resident of the treaty country specified (if any) within the meaning of the income tax treaty between the United States and that country; and (5) For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

**10.4.3** If checking "No" to the "Is the Primary Applicant a U.S. Person?" question in the Independent Distributor Application and Agreement, and if the Primary Applicant is a legal entity or partnership, I certify the following: Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (1) The entity identified as the Primary Applicant is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W; (2) The entity identified as the Primary Applicant is not a U.S. person; (3) The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; and (4) For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity that is the Primary Applicant is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity that is the Primary Applicant is the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

**10.4.4** The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. person and, if applicable, obtain a reduced rate of withholding.

**10.5** 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.

**10.6** By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth at [www.lifevantagecanada.com](http://www.lifevantagecanada.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.

## **PART II. 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 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 on this form, 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 ten (10) 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 submitting a new signed Autoship Application; (2) I send, in writing, my cancellation of my participation in the Autoship Program to LifeVantage, Attn: Distributor Support at 9785 South Monroe Street, Suite 300, Sandy, Utah 84070, USA, by faxing 1.855.676.9280, or by calling 1.877.682.6346 ; 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 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 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 that I have selected, or as updated.

**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.

## **PART III. 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 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 that is identified on Page 2, or as updated, for my weekly Pro Audio Series Autoship purchase of product that is specifically identified in this Application.

**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 1.877.682.6346. 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) I 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 1.877.682.6346; 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.

## **BUYERS RIGHT TO CANCEL:**

**You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.**

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery. To cancel, please send written notice to Purdy's Warf Centre, 1959 Upper Water Street, Suite 1700, Tower 1, Halifax, Nova Scotia, B3J 3N2 or via facsimile 1.855.676.9280. Contact us at 1.877.682.6346 or [support@lifevantage.com](mailto:support@lifevantage.com) if you have any questions regarding cancellation.