

# INDEPENDENT DISTRIBUTOR APPLICATION

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

\*First and Last Name (Legal Name)

\*Tax File Number (Required if not using TFN for Business Name)

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

Business Name (optional, required if TFN for business listed below)  
(Please attach organizational documents)

Tax File Number for Business Name (Required if not using individual TFN)

**Contact Information**

\*Home Phone

Cell Phone

Fax Number

\*Applicant E-mail

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

\*Address

\*City

\*State

\*Postal Code

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

\*Address

\*City

\*State

\*Postal Code

**Goods and Services Tax (GST) Registration**

Australian Business Number (ABN)

\*Please select one:

- I have an ABN as listed above but am not registered for GST.
- I have an ABN as listed above and am registered for GST.
- I declare my distributorship as a hobby, not as an enterprise.

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

\*First and Last Name (Legal Name)

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

I am upgrading my 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.

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 \$55 plus applicable shipping and handling fees. Prices are in Australian Dollars (AUD) and are inclusive of GST. The distributor can meet the Start Kit requirement either by purchasing the kit by itself or as a component of the optional upgraded packs shown below.

- START KIT - \$55.00 AUD GST INCLUSIVE** 1 Corporate Brochure, 1 Quick-Start Guide, 1 How to Launch Your Business, 1- 6 Basic Elements (10pk), 1 Where Nutrigenomics Go To Work DVD.
- PLATINUM PACK - \$1,650.00 AUD GST INCLUSIVE (1000PV)** 1 Start Kit, 8 Protandim® NRF1 Synergizer, 18 Protandim®, 2 TrueScience® Eye Serum, 2 TrueScience® Facial Cleanser, 2 TrueScience® Perfecting Lotion, 2 TrueScience® Anti-Aging Cream, 2 All Access Event Tickets
- PLATINUM PROTANDIM PACK - \$1,650.00 AUD GST INCLUSIVE (1000 PV)** 13 Protandim® NRF1 Synergizer, 13 Protandim®, 2 TrueScience® Eye Serum, 2 TrueScience® Facial Cleanser, 2 TrueScience® Perfecting Lotion, 2 TrueScience® Anti-Aging Cream, 2 All Access Event Tickets
- GOLD PACK - \$825.00 AUD GST INCLUSIVE (500 PV)** 1 Start Kit, 4 Protandim® NRF1 Synergizer, 8 Protandim®, 1 TrueScience® Eye Serum, 1 TrueScience® Facial Cleanser, 1 TrueScience® Perfecting Lotion, 1 TrueScience® Anti-Aging Cream, 1 All Access Event Ticket
- GOLD PROTANDIM PACK - \$825.00 AUD GST INCLUSIVE (500 PV)** 1 Start Kit, 12 Protandim®, 4 Protandim® NRF1 Synergizer, 1 All Access Event Ticket
- SILVER PROTANDIM PACK - \$412.50 AUD GST INCLUSIVE (250 PV)** 1 Start Kit, 1 Protandim® NRF1 Synergizer, 2 Protandim®, 1 TrueScience® Eye Serum, 1 TrueScience® Facial Cleanser, 1 TrueScience® Perfecting Lotion, 1 TrueScience® Anti-Aging Cream.

PRODUCT	PV	NON-SUBSCRIPTION PRICE	SUBSCRIPTION PRICE	SAVINGS	NON-SUBSCRIPTION		SUBSCRIPTION	
					QTY	SUB-TOTAL	QTY	SUB-TOTAL
<b>Start Kit</b> (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.)	0	–	\$55.00	–	1	\$55.00	–	–
<b>Protandim® Dual Synergizer</b>	80	\$142.50	\$119.00	\$23.50				
<b>Protandim®</b>	40	\$70.80	\$59.00	\$11.80				
<b>Protandim® NRF1 Synergizer®</b>	40	\$80.85	\$67.50	\$13.35				
<b>TrueScience® Beauty System</b> (includes the below 4 products)	130	\$241.80	\$201.50	\$40.30				
• TrueScience® Facial Cleanser	23	\$46.20	\$38.50	\$7.70				
• TrueScience® Perfecting Lotion	32	\$61.80	\$51.50	\$10.30				
• TrueScience® Eye Serum	36	\$70.20	\$58.50	\$11.70				
• TrueScience® Anti-Aging Cream	65	\$120.60	\$100.50	\$20.10				
Shipping and handling will be added to each order.					<b>TOTAL</b>		<b>TOTAL</b>	

Please Note: Prices are inclusive of GST and prices and products are subject to change.

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

(Please select your monthly Subscription date. Your Subscription 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 EFT.)

\*Bank Account Name (Must match distributorship name)

\*Account Number (9 digits maximum)

\*Bank Name

\*Bank-State-Branch (BSB) Number

## 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

 -  - 

Date (DD/MM/YYYY)

Co-Applicant Signature (If applicable)

 -  - 

Date (DD/MM/YYYY)



## INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

This document is your application to become an Independent Distributor of LifeVantage Australia Pty. Ltd. ("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 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 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** "Laws" means any Federal, State, County or Municipal law, ordinance, rule or regulation.
- 1.8** "Materials," "Promotional Materials," or "a Publication" means any publication created or adopted by LifeVantage that is made available to Independent Distributors.

#### SECTION 2. Term:

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

#### SECTION 3. Independent Contractor Status:

Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, taxes of any kind other than as required by Law.

#### 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 of LifeVantage products.
- 7.3** I have an obligation to comply with all Laws, and shall make all reports and remit all withholdings or other deductions as may be required by any Laws.
- 7.4** I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the P&P.

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

- 8.1** The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of New South Wales, Australia, 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 the Federal Court of New South Wales, Australia by complying with the injunctive proceeding provisions in the P&P manual.

#### SECTION 9. Miscellaneous:

- 9.1** A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.
- 9.2** I specifically authorize LifeVantage to communicate with me by electronic mail (e-mail) for any purpose, including formal notices pursuant to the Agreement, at the email address I have entered on this Application.
- 9.3** Tax File Number. You must provide LifeVantage with your correct Tax File Number for an individual or business, as the case may be.
- 9.4** 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.
- 9.5** By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth at [lifevantage.com.au](http://lifevantage.com.au). I acknowledge that I have read the privacy policy found on this website. I represent that I have had full opportunity (i) to read this Agreement, (ii) to obtain guidance or advice of my own legal counsel, and (iii) to communicate with LifeVantage concerning any comments or questions about my understanding of this Agreement.
- 9.6** 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.



## PART II. INTERNATIONAL ENROLLMENT

The following Terms and Conditions apply to Applicants as they work in Authorized Countries outside of the Australia. 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.

- 1.1** 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 Australia.
- 1.2** 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 Australia) 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 Australia) 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. SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

The following Terms and Conditions apply only to Applicants 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.

- 1.1** I authorize LifeVantage to submit a charge for payment, from my credit or debit card as provided to LifeVantage, for my monthly Subscription purchase of product that is specifically identified in this Application or as updated. I understand that there is no minimum number of purchases each month for participation in this Program.
- 1.2** I understand that my first order will be processed and shipped within 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 Subscription participation within three (3) business days of the date of my submission of this Application to LifeVantage and receive a full refund of any Subscription related amounts charged to my credit or debit card. Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures. I acknowledge that LifeVantage's Product Guarantee, Limitation of Liability and LifeVantage's return and refund general policy are incorporated into this Application by reference.
- 1.4** I understand that to change any feature of my Subscription, I must submit a new Subscription Application. Each Subscription Application will supersede all previous Subscription Applications. Notice of change must be received by LifeVantage at least three (3) business days prior to the next monthly Subscription date.
- 1.5** I understand that this Agreement will remain in effect until: (1) I elect to modify it by submitting a new signed Subscription Application; (2) I send, in writing, my cancellation of my participation in the Subscription Program to LifeVantage, Attn: Distributor Support at LifeVantage Australia PTY LTD: PO Box 3555, Sydney, NSW 2001, ABN: 27 155 138 382, by faxing 02.9475.4787, or by calling 1.800.218.751; I acknowledge that this cancellation notice must include my signature, printed name, address, and my LifeVantage Identification Number; (3) I 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 Subscription date; cancellation will become effective in the month following the month in which my notice of cancellation is received by LifeVantage.
- 1.6** I understand that applicable local and state taxes may be added to my Subscription order amount each month, based on the address to which my Subscription orders are sent. I authorize LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage.
- 1.7** I understand that shipping and handling charges will be added to my Subscription order amount each month in accordance with the method of shipping I have selected in this Application and Agreement or as updated.

## PRIVACY COLLECTION NOTICE

LifeVantage is collecting your personal information to establish and maintain a relationship with you, including to create a Distributor 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 Independent Distributor Application and Agreement.

LifeVantage may also obtain (and disclose) your personal information from/to our independent Distributors and our affiliates (who may be located in other countries, such as the USA, Canada, , United Kingdom, countries within the European Union, Japan, Hong Kong, Mexico, Taiwan and Thailand) to, for example, manage your relationship with LifeVantage, 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 USA.

Further information about our privacy practices and procedures is contained in our [Privacy Policy](#). If you would like to seek access to or correct your personal information, or make a privacy complaint, please refer to our [Privacy Policy](#) for further details.

