

# Consultant Application And Agreement

## PRIMARY APPLICANT \*Required Information (Please Print Clearly)

\*First and Last Name (Legal Name)

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

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

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

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

Gender  F  M (optional)

## CONTACT INFORMATION

( ) - ( ) - ( ) -

\*Home Phone

Mobile 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

## CONSENT AND AUTHORISATION TO USE PERSONAL DATA TO ENTER INTO A LEGAL AGREEMENT.

By checking this box and submitting my personal information, I consent and agree that LifeVantage, its consultants in my organisation or a third party acting for LifeVantage 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, birth date, gender, addresses, phone and fax numbers, sales data and banking information will be transmitted to LifeVantage 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](mailto:compliance@lifevantage.com). I understand that by opting out, LifeVantage may not be able to support my LifeVantage account and deliver my product orders.

## GOODS AND SERVICES TAX (GST) REGISTRATION

Australian Business Name (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 consultant business as a hobby, not as an enterprise.

CO-APPLICANT (optional)

Gender  F  M (optional)

\*First and Last Name (Legal Name)

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

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

Customer ID



**ENROLER INFORMATION** (Your enroler is the individual who introduced you to LifeVantage.)**PLACEMENT SPONSOR INFORMATION** (Indicates the Consultant under whom you are placed. If no one is listed, your Enroler also becomes your Placement Sponsor. Your Enroler is able to place you within 30 days.)

Enroler Name

ID Number

Placement Sponsor Name

ID Number

**LIFEVANTAGE CONSULTANT ENROLMENT ORDER.**

All new enrolling Consultants are required to purchase a non-commissionable Digital Start Kit at time of sign up (optional where prohibited by law). The cost of the Digital Start Kit is \$55 inclusive of GST. An enrolling Consultant can meet the Digital Start Kit requirement by purchasing the Digital Start Kit by itself or through the Platinum, Platinum Protandim, Gold, Gold Protandim, Silver TruScience Hair Care, Silver TruScience Beauty, Silver to Platinum Upgrade, Silver to Gold Upgrade, or Gold to Platinum Upgrade Pack, which include the Digital Start Kit and value priced LifeVantage products.

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

**LIFEVANTAGE CONSULTANT AGREEMENT**

By signing and submitting this form and payment of my Digital Start Kit, I acknowledge that I am applying to become a LifeVantage Consultant and I acknowledge and agree that I have received, read and agree with the LifeVantage Consultant Application and Agreement, the [LifeVantage Policies and Procedures](#), the [LifeVantage Compensation Plan](#), the [LifeVantage Virtual Office \(Back Office\) Agreement](#), and the [LifeVantage Privacy Policy and Website Use Agreement](#) along with all monthly subscription requirements which all are incorporated herein and made part of this Agreement.

Applicant Signature

Co-Applicant Signature (if applicable)

  -   -    

Date (DD/MM/YYYY)

  -   -    

Date (DD/MM/YYYY)

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

**1.1** The "LifeVantage Consultant Agreement" or "Agreement" between the applying Consultant and LifeVantage Australia Pty. Ltd ("LifeVantage") consists of (1) this LifeVantage Consultant Application and Agreement; (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 forms and (7) subsequent amendments to any of the preceding documents.

**1.2** "Acceptance" means the LifeVantage acceptance of your application to become a LifeVantage Consultant.

**1.3** The "Definitions" found within the P&Ps and the Compensation Plan are incorporated herein.

**1.4** "Your Marketing Organisation," "your downline Marketing Organisation," or "your downline sales organisation" means the network of LifeVantage Consultants and Customers who exist under your Consultant position pursuant to the Agreement.

**1.4.1** Your Marketing Organisation" or "your downline" or any similar reference, is only used for simplicity purposes. You understand that (1) you do not have any ownership or possessory right, title or interest in any downline individual, entity, organisation or in any materials generated by LifeVantage or created by you or any other individual or entity to the extent that it consists, in whole or in part, any information about LifeVantage downlines or any part of the Agreement; (2) the sole property interest of a LifeVantage Consultant with respect to downlines is the contractual right to receive Financial Distributions (as such term is defined in Section 12 of the P&Ps) as set forth in the Agreement; and (3) that LifeVantage is the sole owner of any and all Marketing Organisation or downline rights, titles, interests and materials.

**1.5** "Materials," "Promotional Materials" or "a Publication" means any publication created or adopted by LifeVantage that is made available to its Consultants **from time to time**.

**SECTION 2. TERM:**

The term of this Agreement is one (1) year from the date of the LifeVantage acceptance of your submitted application. 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 LifeVantage Consultant. LifeVantage may terminate this Agreement for convenience at the end of any month by giving one (1) months' notice for every consecutive complete year that this Agreement has been in place up to a maximum of three (3) months' notice. A renewal fee will be due each year of this Agreement. If the renewal fee is not paid, the Agreement may terminate.

**SECTION 3. INDEPENDENT CONTRACTOR STATUS:**

As a LifeVantage Consultant, you will always be an independent contractor and not an employee, commercial or agent, partner, joint venturer, or franchisee of LifeVantage. LifeVantage is not responsible for withholding and will not withhold or deduct from your Financial Distributions, 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 by 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 and are excluded. You acknowledge that you have not relied on any such representation in entering into this Agreement. Nothing in this Agreement shall limit liability for fraud or fraudulent misrepresentation.



**4.2** The Agreement may be amended from time-to-time at the sole discretion of LifeVantage. Any amendments except for amendments required to comply with law (which shall be effective immediately) will only become effective thirty (30) days after LifeVantage has given notice to you (including by placing a notice on the LifeVantage website). If you do not accept any amendment, you may terminate this Agreement for convenience with immediate effect at any time.

#### 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 the Agreement without the prior express written consent of LifeVantage is totally ineffective and void and will be a breach of the Agreement.

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

#### SECTION 6. PUBLICITY RIGHTS:

LifeVantage is authorised to use your 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, 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. YOU UNDERSTAND THAT AS A LIFEVANTAGE CONSULTANT:

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

**7.2** You have the right to enrol persons as LifeVantage Consultants and/or Customers of LifeVantage products in accordance with this Agreement.

**7.3** You have an obligation to comply with all national laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any national law, ordinance, rule or regulation.

**7.4** You have an obligation to perform your obligations as a LifeVantage Consultant with honesty and integrity in accordance with the Agreement.

**7.5** It is illegal for a promoter, distributor/consultant or participant in a network marketing or multi-level marketing enterprise to persuade anyone to make a payment by promising benefits from getting others to join the enterprise. You shall not make and should not be misled by claims that high earnings are easily achieved.

**7.6** You **WILL NOT** make any testimonials related to the LifeVantage products in conformity with the Therapeutic Goods Advertising Code of 2018 which prohibits testimonials from any person involved in the production, sale, supply or marketing of the products.

**7.7** You have the following rights within thirty (30) calendar days of entering into this Agreement:

**7.7.1** To cancel the Agreement without penalty and recover any monies which you have paid to or for the benefit of LifeVantage or any other person or in accordance with this Agreement. LifeVantage Consultants are entitled to a 30-day 100% product satisfaction guarantee. If for any reason, a Consultant is unhappy with their LifeVantage product, they may return all product, opened and unopened, within thirty (30) days of purchase for a 100% refund, minus any shipping and handling costs. After 30 days of purchase, only unopened product that is in a resalable and restockable condition, with at least six (6) months remaining before its expiration date may be returned within twelve (12) months of purchase and shall receive a 100% refund, less a 10% handling and restocking fee and any shipping and handling costs, conditioned upon the receipt of a Return Merchandise Authorisation ("RMA"), issued through Customer Support. Consultants are responsible for returning any products to LifeVantage within 10 business days of issuance of the RMA or said products will not be eligible for return. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed.

**7.7.2** Delivery. Costs for delivery of products may be in addition to the price of the product. Product will be delivered within thirty (30) days after your credit card has been processed. If product cannot be delivered within thirty (30) days, you will be notified via email of a new delivery date for the products.

**7.7.3** LifeVantage may recover Financial Distributions paid to you as legally permitted. All such repayments will be made by you within ten (10) business days of demand.

#### 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&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 LifeVantage Consultant Application and Agreement. LifeVantage may also obtain (and disclose) your personal information from/to our Consultants and our affiliates (who may be located in other countries, such as the USA, Canada, countries within the European Union, Japan, Hong Kong, Mexico, New Zealand, Philippines, 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 USA.

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 Agreement, 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 Agreement. You specifically authorise 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, birth date, gender, 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: [ausupport@lifevantage.com](mailto:ausupport@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. By signing this Agreement, you certify that you have received, have read understand and agree with the P&Ps, the Compensation Plan, the LifeVantage Virtual Office (Back Office) Agreement, and the LifeVantage Privacy Policy and Website Use Agreement as set forth at [www.lifevantage.com](http://www.lifevantage.com), as amended from time to time. You certify you have not been a LifeVantage Consultant, or a partner, shareholder, or principal or any entity having a LifeVantage business within the past six (6) months. 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. 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, termination of this Agreement. By signing and submitting this Agreement and payment, you acknowledge that you are applying to become a LifeVantage Consultant. You certify that you have read and agree to this Agreement and its included LifeVantage Subscription Program below.

**11.2** Government Issued Identification Number. When required by LifeVantage, you must provide LifeVantage with your correct government issued Number for individuals or Business Number for your Business Name.

#### PART II. LIFEVANTAGE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

The following terms apply only if you elect to participate in the optional LifeVantage Subscription Program.

**1.1** You authorise 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 Agreement or as updated. You understand that there are no minimum number of purchases each month for participation in this Program.

**1.2** You understand that your first order will be processed and shipped within thirty (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.

**1.3** Right of Cancellation. 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 [ausupport@lifevantage.com](mailto:ausupport@lifevantage.com). To meet the cancellation deadline, you must send your communication before the thirtieth (30th) day of the cancellation period has expired.



- 1.4 Effects of cancellation:** LifeVantage will reimburse all payments received from you no later than seventeen (17) 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.
- 1.5** You must send back the products no later than seventeen (17) 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.
- 1.6 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 P&Ps then in effect.
- 1.7** 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.
- 1.8** Your Subscription Order will remain in effect until:
- (1) you elect to modify or cancel it either online or by calling Consultant Support; (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 [ausupport@lifevantage.com](mailto:ausupport@lifevantage.com) or telephone 1-800-218-751. You acknowledge that this cancellation notice must include your signature, printed name, address, and your LifeVantage Identification Number; (3) you 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 weekly Subscription Order date; cancellation will become effective the week following the week in which your notice of cancellation is received by LifeVantage.
- 1.9** 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 authorise LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage.
- 1.10** 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.
- 1.11** You acknowledge and agree that by becoming a Consultant of LifeVantage you are not entitled to participate in the LifeVantage Rewards Circle Loyalty Program irrespective of whether or not you participate in the LifeVantage Subscription Program.

### PART III. INTERNATIONAL ENROLMENT

The following terms apply to LifeVantage Consultants as they work in LifeVantage Authorised Countries outside of their Authorised Country. You agree that you have the right to enrol new consultants but that does not grant you the right to market LifeVantage Products or services registered in other LifeVantage Authorised Countries outside of your Authorised Country.

- 1.1** You acknowledge that every Authorised Country may have specific laws and requirements applicable to you as an Enroler of LifeVantage Consultants in any Authorised Country, and you agree to comply with all laws, statutes and regulations of any LifeVantage Authorised Country and/or any other country, including but not limited to, all visa, immigration, and registration requirements.
- 1.2** You agree that you may purchase LifeVantage products and services in a LifeVantage Authorised Country only from the LifeVantage affiliated company designated as the exclusive wholesale provider in that Authorised 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 Authorised Country 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 other LifeVantage products or services registered in that LifeVantage Authorised Country, and (iii) you will comply with all applicable laws regarding the purchase of LifeVantage products and services in a LifeVantage Authorised Country.

### PART IV. PART IV. PRIVACY SHIELD ONWARD TRANSFER PROVISIONS

These 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 Application and Agreement between LifeVantage 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 organisation 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, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction

##### SECTION 2. CONSULTANT PRIVACY RESPONSIBILITIES:

- 2.1** These 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 unauthorised 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 authorisation 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 unauthorised 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 organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, and unauthorised 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 organisational 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.

