

LIFEVANTAGE CORPORATION

MINIMUM ADVERTISED PRICE POLICY

EFFECTIVE MARCH 1, 2023

I. Purpose of this Policy

LifeVantage Corporation (“**LifeVantage**”) offers premium products that help activate wellness (the “**Products**”) through independent contractor consultants (“**Consultants**”). These Consultants actively promote the Products to various LifeVantage customers and may from time-to-time resell the Products to end-user customers. LifeVantage has spent a significant amount of time building a strong and recognizable brand with high perceived value. To maintain the integrity of the LifeVantage brand and establish a level playing field while allowing individual pricing decisions, LifeVantage hereby unilaterally adopts this Minimum Advertised Price Policy (“**Policy**”) effective March 1, 2023.

II. Scope of this Policy

This Policy applies to Consultants who resell Products to end user customers located in the United States (“**Resellers**”). To the extent that any provision, term, or agreement governing the relationship between LifeVantage, and any Reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

III. Minimum Advertised Price (“MAP”)

The minimum advertised price (“**MAP**”) for each Product shall be no less than the Consultant Price for the Product as published in LifeVantage’s Virtual Back Office. The available Products and the MAP for each Product may be amended by LifeVantage in its sole discretion at any time.

IV. Policy Guidelines

The following guidelines describe the rules that apply to the advertisement and promotion of Products subject to this Policy:

1. This Policy applies to all advertisements of Products in any and all media, including, but not limited to newspapers, catalogs, magazines, flyers, brochures, posters, coupons, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, email newsletters, email solicitation, Reseller-initiated text messages or emails to end user customers or prospective end user customers, banner ads, online product ads, or ads in any other media in a digital format, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.
2. This Policy only applies to advertised prices. Resellers may not advertise a price lower than MAP for that Product, provided, however, Resellers may set and negotiate actual sales prices without violating this Policy.
3. This Policy does not establish maximum advertised prices. Resellers may offer Product at any price in excess of MAP.
4. The inclusion in advertising of free or discounted Products, with a Product covered by this Policy, would violate this Policy if it has the effect of discounting the advertised price of the covered Product below MAP.
5. If pricing is displayed, any strike-through or other alteration of MAP is prohibited.



6. This Policy does not in any way limit the ability of any Reseller to advertise that “**they have the lowest prices**” or, they “**will meet or beat any competitors price**”, that consumers should “**call for a price**” or phrases of similar import provided that the price advertised or listed for the Products is not less than MAP.

7. From time-to-time LifeVantage may at its sole discretion run temporary promotions on Products. In such case the MAP will be the same as the temporary promotion price on those Products for the promotional time period. LifeVantage will endeavor to provide advance notice of such temporary promotions.

V. Enforcement

Failure to comply with Policy will result in such consequences as LifeVantage may determine in its sole discretion. For a violation of the Policy, LifeVantage will notify Reseller in writing of such failure. If Reseller fails to correct the violation within seven (7) days following the date of the violation notice, LifeVantage may do one or more of the following: (i) refuse to accept new orders from Reseller; (ii) revoke acceptance of Reseller’s pending orders; (iii) cancel shipments on Reseller’s pending orders; (iv) revoke Reseller’s eligibility to participate in advertising and sales promotions, (v) revoke Reseller’s access to discounts or rebates offered by LifeVantage, (vi) revoke participation in various LifeVantage programs; (vii) revoke Reseller’s access to Products; or (viii) terminate Reseller’s Consultant Business. Notwithstanding anything to the contrary, LifeVantage may at any time modify one or more of the foregoing consequences at its sole discretion.

LifeVantage will enforce this Policy in its sole discretion. LifeVantage will investigate and resolve any discovered or reported violation unilaterally and in its sole discretion and will communicate its decision to the Reseller that is the subject of the investigation. LifeVantage has the right, but not the obligation, to occasionally monitor, review or audit Reseller websites and other Internet communications that concern LifeVantage or its products. LifeVantage may also use one or more outside firms or individuals to monitor compliance with this Policy

VI. Policy Administration

This Policy shall be unilaterally administered by LifeVantage. LifeVantage does not seek, nor will it accept any assurances of compliance with this Policy from any Reseller. LifeVantage will not accept an agreement with any Reseller regarding this Policy. There are no third-party beneficiary rights to this Policy. Any failure by LifeVantage to require compliance with any provision of this Policy will not operate as a waiver to request strict compliance in the future and will not result in any liability to any other Reseller. No LifeVantage sales representatives and/or personnel have any authority to modify, interpret, or grant exceptions to this Policy or communicate with Resellers regarding violations of this Policy.

All questions or comments regarding this Policy should be directed to the LifeVantage Compliance and Education Department at the following:

LifeVantage Corporation
Compliance and Education Department
3300 N Triumph Blvd., Suite 700
Lehi, UT 84043
compliance@lifevantage.com

If any provision of this Policy is invalid or unenforceable in a jurisdiction or province, it is to be modified or severed in that jurisdiction or province to the extent of such invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or this Policy’s remaining provisions.

LifeVantage may update, revise, amend, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. LifeVantage shall make any such modifications available to all authorized Resellers with advanced notice.

This Policy is for LifeVantage Resellers only, and its terms should be considered confidential and are not to be disclosed or distributed to any third parties.

