BRAND CONSULTANT POLICIES AND PROCEDURES

CANADA

VERSION 12

RODAN+FIELDS

BRAND CONSULTANT POLICIES AND PROCEDURES (CANADA) Version 12

EFFECTIVE DATE: September 1, 2025

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PLEASE NOTE: If there are questions regarding any of the following Policies and Procedures, please contact the Compliance Department via email at ComplianceCA@rodanandfields.com

SECTION 1: THE COMPANY

Rodan & Fields Canada, ULC, LLC and its successors and assigns, as applicable, ("Rodan + Fields" or the "Company" or "Rodan and Fields" or "R+F") is changing skin, hair and lives by partnering with entrepreneurs to redefine the future of skincare and haircare. Founded by Stanford-trained renowned dermatologists, Dr. Katie Rodan and Dr. Kathy Fields, Rodan + Fields is committed to offering life-changing, dermatology-inspired skin and hair care solutions. Rodan + Fields is redefining skincare, haircare and entrepreneurship.

SECTION 2: POLICIES AND PROCEDURES INCORPORATED INTO BRAND CONSULTANT AGREEMENT

These Policies and Procedures (including the Glossary and Consultant Code of Business Ethics incorporated herein by reference and attached as Appendices A and B), in their present form and as amended from time to time at the sole discretion of Rodan + Fields (the "Policies and Procedures"), are incorporated into and form an integral part of the Brand Consultant Agreement, which sets forth Rodan + Fields and each Brand Consultant's legal rights and obligations.

Throughout these Policies and Procedures, where the term "Brand Consultant Agreement" or "Consultant Agreement" is used, it refers to the legally binding agreement between Rodan + Fields and each Independent Brand Consultant ("Consultant"), consisting of (i) a properly completed and submitted Consultant Application that has been accepted by Rodan + Fields in its sole discretion; (ii) these Policies and Procedures that are incorporated into and form an integral part of the Consultant Agreement; and, if applicable, (iii) a properly completed Business Entity Registration Form that has been accepted by Rodan + Fields in its sole discretion. In the event of any conflict between the applicable Consultant Application or the Business Entity Registration Form, and these Policies and Procedures, the Policies and Procedures shall control. It is the responsibility of each Consultant to read, understand, adhere to and ensure that they are aware of and operating under the most current version of these Policies and Procedures. The R+F Policies and Procedures can be found on the Rodan + Fields website, and in the Library.

Rodan + Fields may amend these Policies and Procedures and thereby amend the Consultant Agreement in its sole discretion, which shall be exercised reasonably and in good faith. Notice of any substantive changes will be provided to all Consultants by email and posted in the Library. The amended Policies and Procedures will become effective thirty (30) days after notice is provided, or as of the "Effective Date" appearing on the Table of Contents, whichever is later, at which time the final amended policies will be posted on the R+F Website at www.rodanandfields.ca and in the Library. Amended provisions shall not apply retroactively to conduct that occurred prior to the Effective Date of the amendment(s) except where indicated. Consultants are responsible for reading their emails and Company newsletters and for regularly

reviewing Rodan + Fields publications in the Library for notices of substantive changes to the Policies and Procedures.

Consultants' continued participation in the Program following the Effective Date of the amended Policies and Procedures constitutes acceptance of any changes or additions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY RODAN + FIELDS TO THE DISPUTE RESOLUTION AGREEMENT IN SECTION 18i HEREIN SHALL ONLY TAKE EFFECT UPON A CONSULTANT'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A CONSULTANT MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE R+F CORPORATE WEBSITE OR THE CONSULTANT'S PERSONAL WEBSITE (PWS). RODAN + FIELDS MAY TERMINATE THE CONSULTANT AGREEMENT OF ANY CONSULTANT WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN SECTION 18i WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY RODAN + FIELDS OR THE CONSULTANT ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

Rodan + Fields is deeply committed to ethical business practices and doing the right thing. It is the Company's expectation that, as the face of Rodan + Fields, Consultants review and uphold the R+F Consultant Code of Business Ethics, which is attached to the Policies and Procedures as Appendix B and which is also available on the R+F Website at www.rodanandfields.ca .

The mutual success of Rodan + Fields and its Consultants relies on the Consultants' understanding and execution of these Policies and Procedures, as well as all laws and regulations that apply to each Consultant's Rodan + Fields Consultant Agreement. The Consultant Code of Business Ethics is designed to protect Consultants and their businesses, the Rodan + Fields brand, and, importantly, all consumers including any potential and existing Customers or Consultants. Capitalized terms used throughout these Policies and Procedures are defined in the Glossary (Appendix A).

SECTION 3: CONSULTANT STATUS

3a. Consultant Eligibility

As of September 1, 2024, Rodan + Fields will not accept new Consultant Applications. To remain a Consultant following September 1, 2024, you must have been a Consultant in good standing on August 31, 2024, pay and continue to pay the annual Renewal Fee, and comply with these Policies and Procedures and the Consultant Agreement at all times. Additionally, Consultants must meet all applicable requirements for Consultants

as set forth at the time of submission of the Consultant Application, as well as any criteria set forth by Rodan + Fields, including without limitation:

- Being at least the age of majority in their Province or Territory of residence;
- being authorized to run a business, and having a permitted address to which products, correspondence and other items may be sent, in Canada (excluding Quebec1);
- providing your valid tax number that is associated with your legal name;
- providing your valid email address not associated with another Rodan + Fields Consultant or Customer account, and valid credit card also not associated with another Rodan + Fields Consultant or Customer account;
- not be in jail or prison or otherwise confined to a correctional institution; and
- not being a current employee, officer or director of Rodan + Fields and/or its affiliates, or the spouse or registered domestic partner of any of the foregoing.

Certain Provinces and Territories in Canada require a Consultant to register for, and obtain, an individual direct seller's licence or a direct seller's ID card prior to doing business in such Province or Territory. It is the Consultant's responsibility to seek out and obtain the requisite information in order to obtain a direct seller's licence in such jurisdictions. It is also the responsibility of the Consultant to register and obtain a direct seller's licence or ID card in the jurisdictions where necessary prior to doing business in such jurisdictions. In jurisdictions where required, it is the duty of the Consultant to carry the direct seller's ID card with her or him at all times while doing business in such jurisdictions.

3b. Independent Contractor Status:

Consultant agrees that Consultant is not an employee of Rodan + Fields for any purpose including, without limitation, for Federal, Provincial, Territorial, or municipal tax purposes or for retirement or unemployment benefits. Consultants are not entitled to

[1] *CONSULTANTS MAY NOT MARKET OR SELL PRODUCTS WITHIN THE PROVINCE OF QUEBEC. CONSULTANTS LOCATED OUTSIDE THE PROVINCE OF QUEBEC MAY ACCEPT UNSOLICITED INCOMING ORDERS FROM RETAIL CUSTOMERS OR PREFERRED CUSTOMERS PHYSICALLY LOCATED IN THE PROVINCE OF QUEBEC, PROVIDED SUCH INCOMING ORDERS ARE NOT THE RESULT OF THE CONSULTANT'S MARKETING OF SUCH PRODUCTS WITHIN THE PROVINCE OF QUEBEC.*

the benefits that Rodan + Fields may make available to its employees. Consultants are self-employed, non- exclusive independent contractors who are authorized by Rodan + Fields to market and sell the R+F Products in all Provinces and Territories in Canada (except Quebec[2]) and in any Authorized Country, subject to having legal authorization to run a business and work in the applicable jurisdiction. Except to the extent necessary to comply with legal requirements and/or to protect the Company's intellectual property and brand reputation, Rodan + Fields does not exercise control over the manner or means by which Consultants sell R+F Products, or otherwise operate, provided, however, that Consultants must comply with the Consultant Agreement. Consultants may engage helpers or assistants without seeking approval from Rodan + Fields, but any Consultant who hires or contracts with others remains fully responsible for the activities of such helpers or assistants, including the compensation to be paid to such individuals, and any breaches of the Consultant Agreement by any such person will be deemed to have been committed by the Consultant who hired such person. Consultants are not, and shall not represent themselves to be, employees (which includes not representing that they receive any sort of paycheck or salary from Rodan + Fields), agents or representatives of Rodan + Fields or purchasers of a franchise. Any agreement between Rodan + Fields and a Consultant does not create an employee/employer relationship, agency, partnership or joint venture between Rodan + Fields and such Consultant.

Consultants have no authority (expressed or implied), and shall not represent that they have any authority, to bind Rodan + Fields to any obligation, contract or agreement or otherwise. Consultants shall establish their own goals and methods to promote and sell the R+F Products, so long as they comply with the Consultant Agreement. Consultants are solely responsible for all decisions made and all costs incurred with respect to their Consultant Agreements. All Consultants assume all entrepreneurial and business risk in connection with their Consultant Agreements.

Consultants are responsible for obtaining any Provincial, Territorial, or municipal licences, permits, and other governmental approvals applicable to their business, including qualifications to transact business in jurisdictions other than their domicile. There is no guarantee that there is or will be a market for the R+F Products or that Consultants will earn or will not lose money.

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[2] *Consultants may not market or sell products within the Province of Quebec. Consultants located outside the Province of Quebec may accept unsolicited incoming orders from Retail Customers or Preferred Customers physically located in the Province of Quebec, provided such incoming orders are not the result of the Consultant's marketing of such products within the Province of Quebec.*

3c. Customer Identification Numbers and Confidential Consultant Information:

Consultants have a unique Customer Identification Number (also referred to as a CID as defined in the Glossary, Appendix A) that must be used to communicate with the Company and purchase and sell R+F Products. It is the responsibility of the Consultant to provide the correct CID in all communication, verbal and written, to Rodan + Fields.

A Consultant may, but is not required to, provide their CID to Customers and potential Customers to assist Rodan + Fields in identifying and linking the Customer or potential Customer to that Consultant's Commissionable Sales.

A Consultant's Password is considered Confidential Information and should not be shared with anyone. The Password is used by a Consultant to access the R+F Website, their PWS, and the Rodan + Fields Sales and Reporting System ("Reporting System") through which they can order the R+F Products and/or access records of the Consultant's Commissionable Sales, and customer status. Consultants are responsible for maintaining the security of their Password and should choose a unique Password that is difficult for others to guess. Consultants should not share their Password with others and should change their Password at a minimum every three (3) months. Should a Consultant suspect their Password has been compromised, they should immediately change the Password.

SECTION 4: CONSULTANT ADVANTAGES

Consultants are able to participate in the opportunities and advantages provided by the Program. These advantages include the ability to:

- receive a Consultant discount on their purchases of R+F Products;
- sell the R+F Products as described herein;
- earn commissions on Commissionable Sales; and
- participate in incentive programs that may be offered from time to time in Rodan + Fields' sole discretion.

SECTION 5: CONSULTANT PURCHASE AND SALE REQUIREMENTS AND RESTRICTIONS

5a. Consultant Purchases and Sales:

Consultants may only purchase R+F Products for personal use or for sale in Canada. Consultants may not purchase R+F Products (i) for resale by others, (ii) for sales through unauthorized channels or (iii) to qualify for incentives unless provided for in writing by the Company.

5b. No Inventory Requirements / 70% Rule:

Consultants must only purchase R+F Products for immediate resale or for their own personal use. Consultants are not required or encouraged to purchase or carry any amount of inventory of the R+F Products. Indeed, Consultants can have active accounts and earn Commissions without carrying any inventory. Orders may be transacted directly with the Company on behalf of the Consultant through the R+F Website and/or a Consultant's PWS. Consultants receive full credit for all such sales without the need to carry any inventory. Consultants may, at their option, purchase the R+F Products for their immediate resale to Customers, provided that the Consultant retains receipts showing that at least 70% of those R+F Products were resold to one or more different Retail Customers or were otherwise used in support of business activities (e.g., incentives or demonstrations) within thirty (30) days of the last applicable order delivery date. R+F Products not sold to Retail Customers or used for business activities should be for personal use within thirty (30) days of the order delivery date. Falsely representing the sale or use of R+F Products is grounds for termination of the applicable Consultant Agreement. Rodan + Fields reserves the right to require further documentation concerning any bulk or large orders to ensure compliance with laws.

5c. New Brand Consultants:

Although the Company is not taking any Consultant Applications as of September 1, 2024, the Company may from time to time in its sole discretion allow individuals to sign up as new Consultants to earn commissions from the sale of R+F Products, subject to the criteria set forth above and additional criteria specified by Rodan + Fields. The Company is under no obligation to accept any application from any individual to become a Consultant and may decline to accept such applications for any or no reason, to the extent permitted by law.

5d. Eligibility:

Rodan + Fields reserves the right to accept or reject any Consultant Application or Business Entity Registration Form for any reason in its sole discretion, to the extent permitted by law. Without limiting the generality of the foregoing, Rodan + Fields reserves the right to reject any Consultant Application or Business Entity Registration Form if Rodan + Fields determines in its sole discretion that its acceptance of such a Form would result in any actual or potential conflict of interest or would call into question the independence of a Consultant.

5e. Single Consultant Account:

A Consultant may hold only one account. A person or entity may not be a party to more than one Consultant Agreement or hold, directly or indirectly, any interest in additional Consultantships, including any Consultant Agreements operated by a Business Entity. Consultants whose credit card information appears on Consultant, Customer or

Preferred Customer accounts other than their own Consultant account will be in violation of this policy and subject to termination.

* Consultantship, as used in these Policies and Procedures refers to the activities of a Consultant pursuant to their Consultant Agreement.

5f. Spouses and Common Law Married Couples Operate Under a Single Consultant Agreement:

To prevent household buying of R+F Products in a manner that is inconsistent with Section 5b above, if spouses or common law married couples both wish to be Consultants, they must be registered together under a single Consultant Agreement using a single Credit card number. To be compliant, spouses or common law married couples must first enroll under one single account with a single S credit card number, and then submit a completed Spouse or Partner Add Form that must be received and accepted by Rodan + Fields. Copies of the Spouse or Partner Add Form may be found on the Rodan + Fields website and in the Library.

Children over the age of eighteen (18) residing with their parents who meet all of the eligibility requirements may have their own Consultant Agreements. For information regarding the effect of a divorce or separation on a Consultant Agreement shared by persons in a spousal or common law marital relationship, see Section 14b. For information on Sale and Transfer requirements, see Section 14a.

5g. Territory:

No Consultant shall assert or imply that they have ownership of, or exclusivity in, any particular geographic area, territory, market or region. All Consultant Agreements are nonexclusive, and all Consultants have the right to market and sell the R+F Products and otherwise conduct their Consultant Agreement in Canada (excluding Quebec[3]) and in any Authorized Country, in accordance with the terms of the Consultant Agreement. Consultants may not market or sell the R+F Products or otherwise conduct their Consultant Agreement in any geographic area or territory outside of Canada (excluding Quebec) or any Authorized Country. Consultants may only market or sell the R+F Products or otherwise conduct their independent businesses in jurisdictions outside of any Authorized Country in the event Rodan + Fields advises its Consultants that they may do business in that country, subject to any conditions and limitations of such advisory. Notwithstanding the foregoing, Consultants doing business in jurisdictions outside of Canada shall do so pursuant to that jurisdiction's Policies and Procedures and the Consultant shall be responsible for complying with the laws of such jurisdiction,

[3] *Consultants may not market or sell products within the Province of Quebec. Consultants located outside the Province of Quebec may accept unsolicited incoming orders from Retail Customers or Preferred Customers physically located in the Province of Quebec, provided such incoming orders are not the result of the Consultant's marketing of such products within the Province of Quebec.*

including tax and immigration laws. See Section 5n below for rules relating to cross-border activities.

5h. Consultant Information:

Each Consultant is responsible for keeping their Consultant Information up to date and accurate and must immediately update any changes in the Reporting System and/or their Consultant account. It is particularly important that a Consultant provides Rodan + Fields with their current email address, since email is one of the primary ways that Rodan + Fields will communicate with the Consultant. By agreeing to these Policies and Procedures, the Consultant consents to Rodan + Fields' Privacy Policy and to receiving emails from Rodan + Fields. Each Consultant may modify their Consultant Information (e.g., update an address, phone number or email address). Consultant further acknowledges that information provided to Rodan + Fields by Consultant will be shared with and processed by Rodan + Fields' corporate offices located in Consultant's Home Country and other Authorized Countries, including but not limited to the United States, Canada and Australia.

To change a Business Number, please refer to Section 5i. Without limitation of the foregoing, a Business Entity that is a Consultant must immediately report any changes in its Beneficial Ownership to Rodan + Fields. A Consultant must submit appropriate legal documentation in support of any name change request. Further information about R+F's privacy practices and procedures is contained in its Privacy Policy available at www.rodanandfields.ca/privacy-policy.

5i. Business Entities/Change in Consultant Agreements:

A Consultant enrolled as an individual may apply to convert their Consultantship to a corporation, partnership or similar business entity ("Business Entity"). To effect such, the Business Entity must:

- be beneficially owned by the converting Consultant immediately following conversion, and thereafter;
- be incorporated or organized in Canada as a federal corporation or in any Province or Territory, with the exception of Quebec have its principal place of business in Canada, (with the exception of Quebec[4]);
- have a valid Business Number;

[4] *Consultants may not market or sell products within the Province of Quebec. Consultants located outside the Province of Quebec may accept unsolicited incoming orders from Retail Customers or Preferred Customers physically located in the Province of Quebec, provided such incoming orders are not the result of the Consultant's marketing of such products within the Province of Quebec.*

- complete, sign and submit a Business Entity Registration Form that is accepted by Rodan + Fields (see Business Entity Registration Form in the Library for more details);

- list all members, partners, beneficial owners, etc. that are part of the Business Entity;

- each proposed member of the Business Entity must fill out a Consultant Application and meet the eligibility requirements of Section 3a prior to taking Beneficial Ownership of the Business Entity;

- if requested by Rodan + Fields, submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, etc.) of such Business Entity; and

- have a valid email address and a valid credit card.

In addition, the Beneficial Owner of the Business Entity must assign their Consultant Agreement to the Business Entity Applicant pursuant to the Business Entity Registration Form. All other Beneficial Owners of the Business Entity must be identified in the Business Entity Registration Form.

All Beneficial Owners of a Consultantship that is a Business Entity shall be jointly and severally liable for, and shall indemnify and hold harmless Rodan + Fields from and against, any breach of the Consultant Agreement by such Business Entity or any indebtedness or other obligation to Rodan + Fields of such Business Entity.

The Beneficial Owners of the Business Entity are responsible for the conduct of their employees, contractors or agents and will be held accountable for any violation of the Consultant Agreement, including without limitation the failure of their employees, contractors or agents to adhere to these Policies and Procedures. See Section 5j for further information.

A Consultantship that is a Business Entity and undergoes a change of Beneficial Ownership must comply with Section 14d or it may have its Consultant Agreement and Consultantship terminated.

A Consultantship that is a Business Entity may not use any trade name, business name or DBA that includes any R+F Trademark.

Subject to the above requirements and restrictions, a Consultant may change a Consultantship's status from a sole proprietorship to a corporation, partnership or other form of approved Business Entity, or from one type of Business Entity to another, by submitting a new Business Entity Registration Form. In addition, a Consultant may add their spouse to a sole proprietorship as a co-applicant to the Consultant's existing

Consultantship by submitting a new Consultant Application in the form of a partnership. In each such case, upon Rodan + Fields' acceptance of the new Consultant Application and, if applicable, the Business Entity Registration Form, the Consultant's original Consultant Agreement will cease to be in effect and will be replaced and superseded by the newly formed Consultant Agreement. Note that none of the changes described above will permit a Consultant to assign or transfer a Consultantship except as specified in Sections 14a and 14d. Additionally, converting a Consultantship from an individual consultantship to a Business Entity or from one type of Business Entity to another shall not be used as a means to transfer the Consultant account from one party to another. Please note that Rodan + Fields will not approve a request to convert a Consultantship to a Business Entity if the intention, whether express or implied, is to achieve an improper sale/transfer. See Sections 14a and 14d for more information.

5j. Actions of Household Members, Employees, Agents, etc.:

Each Consultant is responsible for the actions of their immediate household members, except for children over the age of majority in her or his Province or Territory of residence who have their own Consultant Agreement pursuant to Section 5f. Each Consultant is also responsible for the actions of the Consultant's employees, contractors and agents, and each Consultantship that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and agents. If any such household member or such owner, officer, director, employee, contractor or agent engages in any activity which, if performed by the Consultant, would violate the Consultant Agreement, including without limitation a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Consultant and Rodan + Fields may terminate the Consultant Agreement and/or seek other appropriate remedies against such Consultant as detailed in the Consultant Agreement. In appropriate circumstances, Rodan + Fields may elect to first provide notice to the Consultant allowing them time to cure the breach prior to taking further action.

5k. Consultant Agreement Renewal:

In order to remain a Consultant, each Consultant must renew their Consultant Agreement annually on September 1 ("the Renewal Date"). A Consultant's failure to renew their Consultant Agreement within thirty (30) days of the Renewal Date shall be considered a voluntary termination and shall result in the termination of their Consultant Agreement, with no further obligation by Rodan + Fields to the Consultant and Consultant shall not be entitled to earn any Commissions following such termination.

Rodan + Fields will send the Consultant a renewal notice no later than thirty (30) days prior to the Renewal Date. If a Consultant wishes to renew their Consultant Agreement, the Consultant must complete the renewal process, including indicating their consent to the current Policies and Procedures in place at the time of renewal, and pay the current Renewal Fee. Failure to do so will result in termination of the Consultant Agreement

within thirty (30) days and without any obligation on R+F's part to provide further notice to the Consultant of termination.

Effective September 2025, you will be asked to opt-in to automatic renewals and, in subsequent years, your payment method on file will be charged to the then current Renewal Fee automatically annually on September 1 until you terminate your Consultant Agreement. R+F will charge your payment method on file for the then-current Renewal Fee and may attempt the payment method on file multiple times before terminating your account for failure to pay. You will be notified via email if your payment method fails. If your Renewal Fee is not timely processed or if you rescind your consent to automatically pay the Renewal Fee, your Consultant Agreement will be terminated. You will be notified via email of termination of your Consultant Agreement. Your Renewal Fee will not be refunded upon termination of your Consultant Agreement.

You can cancel your Consultant Agreement anytime by following the instructions in the Voluntary Termination Section, 15a. Upon termination of your Consultant Agreement, your Consultant Agreement benefits will end immediately and you will avoid an automatic charge for the next renewal period.

5k (i): Six Month Activity Requirement

To maintain an active Consultant Agreement eligible for renewal, you must make a Qualifying Transaction through your Consultant Account during each of the following six (6) month periods each year: (i) September 1 through February 28, and (ii) March 1 through August 31. A Qualifying Transaction is either (a) a Product purchase through your Consultant Account; or (b) a Commissionable Sale through your Consultant Account. Product purchases or Commissionable Sales subsequently subject to a return or refund are not Qualifying Transactions and will not satisfy the six-month activity requirement. Failure to make a Product purchase or Commissionable Sale within each of the specified six (6) month periods will result in termination of your Consultant Agreement due to inactivity and your Renewal Fee will not be refunded. Once your Consultant Agreement is terminated pursuant to the activity requirement, it will not be reinstated.

5l. Income Taxes:

Each Consultant is responsible for paying (and will indemnify and hold Rodan + Field harmless from) all local, state, federal and other taxes on any income derived from the sale of the R+F Products and any payments or other monetary or non-monetary compensation under this Agreement. Rodan + Fields will provide the Internal Revenue Service's Form 1099 NEC (non-employee compensation) earning statement for each U.S. resident Consultant who had global compensation of $600 or more in the previous calendar year paid to them in the U.S. or made purchases from Rodan + Fields during the previous calendar year of $5,000 or more. Rodan + Fields will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on a Consultant's behalf. If

for any reason a Consultant provides an invalid Social Insurance Number or Tax ID and does not provide a valid Social Insurance Number, once requested, within thirty (30) days, Rodan + Fields reserves the right to terminate their Consultant Agreement. Further, each Consultant agrees to provide such information as required by Rodan + Fields to enable it to comply with its requirement to submit any legally required information returns (such as a T4A).

5m. Cross-Border Activity - Conducting Business in a Home Country:

A Consultant Agreement is specific to the country in which a Consultant enrolls ("Home Country"). A Consultant must have legal authorization to run a business in their Home Country and must provide to Rodan + Fields upon enrollment a valid address in such Home Country to which R+F Products, correspondence or other items may be shipped. A Consultant may make purchases and sell R+F Products within their Home Country. Additionally, a Consultant may enroll Preferred Customers and sell to Retail Customers in countries outside their Home Country and make sales to them via the R+F Website or the Consultant's PWS, so long as Rodan + Fields has direct selling operations in such other country. Consultants may not purchase R+F Products in their Home Country and physically transport them across a country border to sell the R+F Products in another country. See below for further details regarding conducting business outside a Home Country. Rodan + Fields currently has direct selling operations in the United States (including the District of Columbia, Puerto Rico and Guam), Canada (except Quebec[5]) and Australia.

[5] *Consultants may not market or sell products within the Province of Quebec. Consultants located outside the Province of Quebec may accept unsolicited incoming orders from Retail Customers or Preferred Customers physically located in the Province of Quebec, provided such incoming orders are not the result of the Consultant's marketing of such products within the Province of Quebec.*

5n. Cross-Border Activity - Conducting Business Outside a Home Country:

5n (i): Conducting Business in a Location where Rodan + Fields Currently Does Business, an "Authorized Country"

If a Consultant wishes to cross a border to do business on the ground in a country where Rodan + Fields has direct selling operations that is outside their Home Country (an "Authorized Country"), the Consultant must ensure that they have the proper authorization to work or run a business in such Authorized Country. Consultant must make sure to comply with all applicable laws of the Authorized Country, including but not limited to, all immigration, visa and registration requirements. Short term trips and visits for the purpose of meetings, negotiations and training may require business visitor status in such Authorized Country or even a visa in some cases, depending on the country the Consultant is visiting. For further details and information, Consultant should consult their own immigration attorney.

5n (ii): Tax Consequences Relating to Canadian Consultant Business Activities Physically Performed in Other Authorized Countries

In some circumstances, Canadian Consultants who conduct business activities in other Authorized Countries may be subject to certain tax consequences. Consultants should seek advice from their own tax advisors with respect to the tax implications of working in other Authorized Countries.

5n (iii): Conducting Business in a Location where Rodan + Fields Does Not Operate, an "Unauthorized Country"

If a Consultant wishes to cross a border to do business on the ground in a country where Rodan + Fields does not yet have a direct selling business (an "Unauthorized Country"), the Consultant is limited to providing business cards and attending small (less than five (5) person) meetings where Consultant may discuss their current business and general aspects of the Rodan + Fields business as they apply in Authorized Countries, but may not otherwise make attempts to promote the Program. Consultant may not use flyers, cold calling, mass emailing or mass soliciting of any kind to promote their business in an Unauthorized Country.

In addition, Consultant may not do any of the following in an Unauthorized Country:

- import or facilitate the importation of, sell or distribute in any manner, the R+F Products;
- place any type of advertisement or distribute any promotional material regarding Rodan + Fields (unless previously approved by Rodan + Fields);
- conduct training meetings;

- solicit or negotiate any agreement for the purpose of committing a citizen or resident of an Unauthorized Country to buy R+F Products. Furthermore, Consultants may not sign up citizens or residents of an Unauthorized Country by using forms from an Authorized Country, unless the citizen or resident of the Unauthorized Country has at the time of enrollment, an address to which products, correspondence and other items can be sent in the Authorized Country. It is the Consultant's responsibility to ensure compliance with any residency and work authorization requirements;

- accept money or other consideration, or be involved in any financial transaction with anyone , either personally or through an agent, for purposes relating to the R+F Products, including renting, leasing or purchasing facilities for the purpose of promoting or conducting Rodan + Fields related business; or promote, facilitate or conduct any type of activity which exceeds the limitations set forth in these Policies and Procedures or which Rodan + Fields, in its sole discretion, deems to be contradictory to its business or interest in international expansion.

SECTION 6: CONSULTANT BUSINESS PRACTICES

6a. Media Inquiries:

Consultants may not respond to media inquiries regarding Rodan + Fields, the R+F Products, the Program or any other aspect of Rodan + Fields's businesses. All such media inquiries should be immediately referred to the Rodan + Fields Corporate Communications Team at CorporatePR@rodanandfields.com.

Additionally, Consultants may not seek out their own media opportunities that relate to Rodan + Fields without first gaining permission from the Corporate Communications Team. If you have a media opportunity that you feel falls within the Policies and Procedures that you would like to pursue, you must first contact CorporatePR@rodanandfields.com. This policy is designed to ensure that accurate, compliant, and consistent information about the R+F Products is provided to the public.

If Consultants are approved to communicate with media regarding Rodan + Fields, they are not to provide direct referrals to their website or PWS, phone number or other personal contact information. The only reference that should be provided is the R+F Website or to contact CorporatePR@rodanandfields.com. For additional advertising and media guidelines, refer to Section 11, including sub-section 11k(ix) Influencers.

6b. Adherence to Requirements:

Consultants shall present the R+F Products in a truthful and accurate manner consistent with the Consultant Agreement and the R+F Marketing Materials. Consultants shall not offer the R+F Products through or in combination with any other

system, program or method of marketing. Consultants shall not promote the R+F Products in any manner that varies from the requirements in the Consultant Agreement, including without limitation the requirement to adhere to the R+F Marketing Materials and these Policies and Procedures in order to receive Commissions on Commissionable Sales.

6c. Product Claims:

6c (i): Product Claims in General

Consultants shall not make any claims or representations regarding the R+F Products other than those claims and representations found in the R+F Marketing Materials located in the Library. Rodan + Fields sells three categories of products: Cosmetics, natural health products and those that contain OTCs (Over-The-Counter drugs). All claims regarding Cosmetic Products must focus exclusively on appearance changes. If "active ingredients" are included in the Drug Facts Box on the product label, then it contains OTCs and any claims regarding changes to the structure or function of the body must be strictly limited to the claims found in R+F Marketing Materials and product labeling. Similarly, if a natural product number (NPN) is listed on the label, the product is a natural health product and, as with OTCs, any claims regarding the product must be strictly limited to the claims found in R+F Marketing Materials and product labeling. For additional information on Product Claims for use on social media or in newsletters, refer to Sections 11k and 11o.

6c (ii): "Before and After" Photos

"Before and after" photos claiming results for conditions other than those indicated on the R+F Product labeling may not be used for any purpose. Consultants may use the "before and after" photos and R+F Product stories that Rodan + Fields publishes in support of the R+F Products.

If a Consultant wishes to use their own personal "before and after" photos, the subsequent guidelines must be followed:

- the Consultant must identify themselves as an Independent Consultant for Rodan + Fields and the subject of the photo;
- the information shared must represent the Consultant's honest opinions, findings, beliefs and experiences from using R+F Products;
- the information shared must clearly and conspicuously disclose the substantiation of representations conveyed, which includes:
    - how often and how long the R+F Products were used unless otherwise directed by Rodan + Fields advertising standards; or

- whether any other products or treatments contributed to the results;

- for skincare, hair should be pulled back from the face (does not apply to haircare);

- photos must be in focus, in a portrait landscape and with a well-lit, plain background;

- photos must be supported by and consistent with Rodan + Fields' label claims;

- the "before and after" photos must be taken under the same conditions; - touch- ups and photo editing are not permitted.

- if showcasing results on the body such as the arms, chest, or legs, before and after photos must be realistic, consistent with claims, and no manipulation of the skin (such as stretching or pulling it),or hair (such as using additional products) is permitted; and

- makeup may be worn in "before and after" photos (with proper disclosure) however, the makeup may not impact the results or, be applied in areas where the featured R+F Product was used (i.e. foundation would not be permitted for skincare products such as Reverse, Redefine, etc.) However, it would be permitted to use a subtle, natural lip gloss or eyeshadow in a before and after image featuring your visible skincare and haircare results from one of the R+F Products.

If a Consultant wishes to use "before and after" photos or R+F Product testimonials of a Customer, friend or family member, in addition to the foregoing requirements, the Consultant is responsible for obtaining and maintaining permission from the person who is the subject of the photos or testimonial. Do not use "before and after" photos of anyone under the age of 13. If the Customer, friend or family member is over the age of 13 and under the age of majority in her or his Province or Territory of residence, ensure that you obtain the permission of a parent or guardian. A Consultant who posts a "before and after" photo or R+F Product testimonial on social media sites must identify the subject if the subject is a relative (e.g., "daughter of R+F Independent Consultant") and is responsible for ensuring that all requirements of this Section are met. Such photos and testimonials may be shared on social media sites, unless the Consultant who shares it has any reason to believe that the foregoing requirements have not been met.

6d. Income Claims Prohibited:

Consultants shall not make any claims or representations of potential or guaranteed income or profits in connection with the Program, or any claims which suggest any level of income or profit such as, but not limited to

"My Rodan + Fields business allowed me to buy a house, retire from my other job, allow my spouse to quit their job, or take a luxury vacation."

6e. No Representations Regarding Governmental Approval:

Consultants may not represent that the R+F Products have been approved or endorsed by any governmental or regulatory agency. In addition, Consultants may not make any claims or representations regarding the R+F Products that constitute off-label drug claims. Notwithstanding the foregoing, Consultants may represent that R+F Products meet all FDA and other safety guidelines and regulations.

6f. No Repackaging or Re-labeling:

Consultants may not re-label or alter the labels or other content on any R+F Products, R+F Marketing Materials or other information or materials related to the R+F Products in any way, other than as authorized or directed by Rodan + Fields. Consultants may, however, affix their address labels to the R+F Product packaging, but must affix the labels in a way that does not impair the ability to return such R+F Products and may not cover any other text on the label.

Please refer to Section 10e. Consultants may not repackage or refill any R+F Products. The R+F Products must be sold in original Company containers only.

Repackaging or re-labeling may violate applicable laws, which could result in civil damages or criminal penalties. Civil liability may also result if a person using the R+F Products suffers any type of injury or property damage due to the repackaging or re-labeling of the R+F Products.

6g. Performance Reports:

Rodan + Fields will make online Performance Reports available to Consultants in the Reporting System for the sole purpose of developing their Consultantships. The Performance Reports will contain names, telephone numbers, addresses, email addresses and Customer purchase information. All Performance Reports and the information contained therein are the Confidential Information of Rodan + Fields and must be treated as such pursuant to Section 6r. In particular, except as expressly permitted by Section 6r, Consultants must not:

- directly or indirectly disclose any information contained in any Performance Reports to any third party;

- use such information to compete with Rodan + Fields or for any purpose other than supporting the development of their respective Consultantships;

- encourage or solicit any Customers listed in a Performance Report to alter their business relationship with Rodan + Fields; and

- except as specifically authorized by Rodan + Fields, directly or indirectly disclose their Rodan + Fields Login and/or Password to anyone, including third party entities or companies that may provide services to Consultants.

6h. Ethical Marketing:

Consultants shall safeguard and promote the good reputation of Rodan + Fields. Consultants shall at all times conduct their Consultantships in a manner that reflects favorably on the R+F Products and the good name, goodwill and reputation of Rodan + Fields. Consultants shall not engage in deceptive, misleading or unethical conduct or practices that are or might be detrimental to Rodan + Fields, the R+F Products, or the public, including, without limitation, disparagement of Rodan + Fields or the R+F Products (as discussed in more detail below). Consultants shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Consultantships and performance under this Agreement, including the marketing, promotion and sale of the R+F Products.

In addition, Consultants shall:

- not publish or use any misleading or deceptive advertising material regarding the R+F Products, the Program or Preferred Customer benefits;

- honor the Customer Satisfaction Guarantee with respect to all R+F Products;

- not make any statements, representations, guarantees or warranties regarding the R+F Products, the Program, or Preferred Customer benefits that are inconsistent with those set forth in the Consultant Agreement and R+F Marketing Materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability or otherwise);

- distribute the R+F Products only as shipped by Rodan + Fields, unopened, and with all documentation, packaging and other supplemental materials intact; and

- not alter or modify any R+F Product or packaging or take any action that affects or could affect the appearance, quality, content or performance of any R+F Product, other than as authorized or directed by Rodan + Fields.

6i. Retail Sales Receipts:

In the event of a R+F Product resale conducted directly between a Consultant and a Customer, a Consultant must provide their Customer with two copies of a signed retail sales receipt at the time of the sale. The retail sales receipt sets forth certain Customer protection rights afforded by Provincial or Territorial law. A Consultant is required to inform their Customer that they are entitled to cancel any purchase pursuant to the cancellation rights outlined in the customer agreement as applicable to the Province or Territory in which the sale occurs. Consultants must retain copies of their retail sales receipts for a period of two (2) years and furnish them to Rodan + Fields at the Company's request. Rodan + Fields will maintain records documenting the purchases made through Consultants' PWSs or the R+F Website. Please refer to the Rodan + Fields Order Form and Retail Sales Receipt form located in the Library.

6j. Disparaging Remarks:

Rodan + Fields strives to provide the best products and service in the industry in support of the business for each and every Consultant. Accordingly, Rodan + Fields values constructive comments and input from Consultants. However, by becoming a Consultant for Rodan + Fields, and in exchange for the opportunity to sell R+F Products and the opportunity to receive Commissions, Consultant agrees not to disparage Rodan + Fields in any regard.

Complaints or concerns regarding Rodan + Fields or the R+F Products should be directed to the Sales Support Department at SalesSupportCA@rodanandfields.com. Complaints or concerns regarding other Consultants should be directed to the Compliance Department at ComplianceCA@rodanandfields.com.. Disputes or disagreements between any Consultant and Rodan + Fields shall be resolved through the dispute resolution process set forth in Section 18i.

6k. Professional, Lawful and Ethical Conduct:

Consultants are expected to conduct themselves in a professional, lawful and ethical manner at all times and not to engage in any activity that could damage the Company's good reputation, unlawfully interfere with any other Consultant's Consultantship or otherwise create legal liability for Rodan + Fields or for others who participate in the Program. While it is not possible to provide a comprehensive list of behaviours that fall outside the level of professional, lawful and ethical conduct expected of Consultants, Consultants should recognize that the following forms of misconduct may, without limitation, result in a notice of non-compliance and/or, where appropriate, termination of the Consultant Agreement:

- sexual harassment;
- any activity that advocates, promotes or incites hatred, violence or discrimination in any form;

- fraudulent, misleading or deceptive conduct;
- verbal abuse;
- racial, religious, gender or sexual orientation discrimination, intolerance or abuse;
- unfair criticisms of, or accusations regarding, fellow Consultants or Rodan + Fields, made without a good faith belief in the truth of the matter stated; and failure to cooperate with an investigation conducted by Rodan + Fields, including not responding to emails or phone calls from the Compliance Department, and/or failure to provide information requested by Rodan + Fields, including but not limited to a valid Social Insurance Number or Tax ID number.

6l. Reporting Policy Violations:

Consultants who become aware that another Consultant has violated the Consultant Agreement or believe that an employee or representative of Rodan + Fields has engaged in conduct that violates the professional standards of Section 6k above may promptly notify the Rodan + Fields Compliance Department. Details of the incident (such as dates, number of occurrences and persons involved) and any supporting documentation should be included in the report to the extent available. Please use the Consultant Policy Violation or Grievance Report Form available in the Library to report violations and submit the form to ComplianceCA@rodanandfields.com.

6m. Privacy and Security:

Canada has strict privacy legislation which Consultants must be familiar with and comply with. These laws apply to "Personal Information," which is information about an identifiable individual, even if they are not directly identified by it. It includes the name, address, email address, telephone number, credit card information, social insurance or tax identification number, and other information associated with these details, of another individuals including customers, potential customers, Consultants, and prospective Consultants.

If a Consultant receives Personal Information from or about another Consultant, a prospective Consultant, a customer, or a prospective customer or other individual, it is the Consultants' responsibility to maintain the security and integrity of that Personal Information. The Consultant must shred or irreversibly delete the Personal Information of others once the Consultant no longer needs it for the purposes permitted under these policies and procedures, or if their Consultant Agreement is terminated. As a Consultant, you agree to treat any Personal Information you receive in the course of your independent Rodan + Fields business in accordance with the Rodan + Fields Privacy Policy, which is available online at www.rodanandfields.ca/privacy-policy.

Further, as a Consultant, you understand and agree that your Personal Information may be processed in accordance with the Rodan + Fields Privacy Policy.

All Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and Customer Data.

These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing Confidential Information or Customer Data after transferring information into the Rodan + Fields data systems. Consultants are responsible for maintaining the security of their Password and should choose a unique Password that is difficult for others to guess. Consultants should not share their Password with others and should change their Password, at a minimum, every three (3) months. Should a Consultant suspect their Password has been compromised, they should immediately change the Password. Without limitation of the preceding sentence or the provisions of Section 6s regarding Confidential Information, Consultants must keep Customer Data, personal Information and other Confidential Information secure from all persons who do not have legitimate business needs to see or use such information. Any person to whom the Consultant provides Personal Information must be under an obligation of confidentiality and security at least equivalent to that which applies under these Consultant Policies and Procedures. Consultants must not share Personal Information, including without limitation financial information, about current or former customers, Consultants, or any other individuals, with third parties, except as permitted by these Consultant Policies and Procedures, or as required by laws and regulations, or court orders. In the case of Customer Data, such business needs must have been disclosed to the Customer and the Customer must have provided their informed consent to them. If Consultants dispose of any paper or electronic record containing Customer Data and other Confidential Information, Consultants shall do so by taking all reasonable steps to destroy the information in a manner that preserves its security, such as by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the Customer Data and other Confidential Information in those records to make it unreadable, non-reconstructible and indecipherable through any means. Upon request, Consultant will certify to Rodan + Fields that all forms of the requested Confidential Information and Customer Data have been destroyed and will describe any exceptions.

Upon cancellation, expiration, or termination of your Consultant agreement by either party for any reason, Consultant agrees to discontinue the use of any Personal Information received from Rodan + Fields and to securely destroy or promptly return to Rodan + Fields any such Personal Information in their possession, as may requested by Rodan + Fields. Without limiting your obligations as set forth in this Section, Rodan + Fields may further require a signed nondisclosure agreement before releasing any

Personal Information to you, or a certification from you that you have destroyed such information on our request.

Consultants are required to understand and adhere to the principles of privacy and confidentiality, and to their obligations under the laws applicable to the protection and processing of Personal Information. Consultants are required to safeguard the privacy of and maintain the confidentiality of Personal Information, including customers' and other Consultants' financial and account information and any other Personal Information they process in the course of their independent Rodan + Fields business. Consultants must take appropriate steps to safeguard and protect all Personal Information provided to them by Rodan + Fields, other Consultants, prospects and customers in the operation of their independent Rodan + Fields business in accordance with all applicable data protection laws and regulations and in accordance with the Rodan + Fields Privacy Policy.

Consultants have the responsibility and Consultants are personally accountable for treating all Personal Information as confidential and for using, storing, and handling it solely and exclusively for the limited purpose of operating their independent Rodan + Fields business in compliance with all data protection and privacy laws, regulations and standards, these Consultant Policies and Procedures, and the Rodan + Fields privacy policy.

Consultants must be familiar with the data protection and privacy laws that apply and protect the Personal Information of any current or prospective customers or Consultants or other individuals. Consultants are prohibited from, directly or indirectly, using, selling, lending, leasing, distributing, licensing, giving, transferring, disclosing, disseminating, reproducing or otherwise communicating any Personal Information to any person or entity for any purpose other than that for which it was provided to them, and to which the individual to whom the information pertains has consented.

Consultants must ensure that Personal Information they process is processed in Canada only, provided that information provided to Rodan + Fields is processed where Rodan + Fields is located, in accordance with the Rodan + Fields privacy policy. Consultants must ensure that Personal Information is processed, protected, redacted and/or destroyed in a manner that is consistent with the nature of the sensitivity of the information and all applicable laws, regulations, and standards. Any Personal Information belonging to another individual may not be retained longer than needed for the purposes the other individual has agreed to, and then it must be redacted or destroyed.

Consultants must have the consent of the individual to all collections, uses, and disclosures of their Personal Information that you make in connection with your independent Rodan + Fields business, before you collect, use, or disclose such information.

Consultants must limit their collection, use, disclosure and retention of Personal Information to that needed for the purposes they have disclosed to the individuals whom the information is about. Consultants must be open and transparent regarding their privacy practices. Consultants may only collect the Personal Information necessary to fulfill the purposes they have disclosed to the individuals and obtained consent for, must ensure those purposes are reasonable, and must maintain the accuracy of any Personal Information they collect.

Consultants may not require an individual to provide them with more Personal Information, or more consent to process Personal Information, then needed to carry out the purposes the Consultant has disclosed and obtained consent for. Consent to the collection, use or disclosure of Personal Information cannot be a condition of obtaining goods or services unless the collection, use or disclosure of that information is truly necessary for providing the good or service.

Consultants must keep Personal Information in confidence in perpetuity, subject to their obligation to only retain information for as long as needed for the purposes for which the individual provided consent, and the Consultant's obligation to return or destroy it when Rodan + Fields requests. When no longer needed for such purposes, Personal Information must be securely destroyed.

In the case of any Personal Information a Consultant obtains from Rodan + Fields, the Consultant may use and disclose it only in manners that Rodan + Fields specifically allows. The Consultant must cease processing it and return it to Rodan + Fields or destroy it if Rodan + Fields asks, or if your Consultant Agreement expires or is terminated. Each Consultant must inform Rodan + Fields of any withdrawals of consent the Consultant receives in respect of any Personal Information provided by or to Rodan + Fields. Consultant must notify Rodan + Fields promptly in the event that they receive any request from any individual for access to that person's Personal Information, or if the Consultant receives a complaint or inquiry from a regulator regarding it.

Rodan + Fields and/or its authorized representatives shall have the right upon reasonable notice to inspect and audit each Consultant's security standards and procedures for the protection of Personal Information and the level of adherence to and actual implementation of those standards and procedures as required under this Agreement.

These privacy and security obligations survive the non-renewal, cancellation or termination of the Consultant Agreement. Each Consultant acknowledges and agrees that they are personally accountable for the security and processing of the Personal Information and other confidential information of customers, other Consultants or other individuals that is provided to the Consultant or otherwise accessed or collected by the Consultant.

**You acknowledge and agree that any breach of this provision shall cause irreparable damage to Rodan + Fields, entitling Rodan + Fields to immediate injunctive or similar relief to prevent further breach and agree to indemnify Rodan + Fields for damages incurred from any and all unauthorized disclosures or other breaches caused by you. All confidentiality obligations under this section shall survive the termination of the Consultant Agreement. In the event Rodan + Fields prevails in any legal action to enforce its rights under this Section, Rodan + Fields shall be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this Section.*

6n. Reporting Security Breaches:

Consultants must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting Rodan + Fields' data or Customer Data, the applicable Consultants shall first promptly notify the Rodan + Fields Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the R+F Legal or Compliance Department, notify the applicable Customers. Any such notification to Customers shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Consultants shall promptly comply with all applicable information Security Breach disclosure laws. Consultants, at their expense, shall cooperate with Rodan + Fields, any applicable privacy commissioner or other regulatory body and the applicable Customers and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Consultant Agreement or any law applicable to Customer Data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by law or by Rodan + Fields in its sole discretion.

6o. Venues:

6o (i): Commercial Outlets

Rodan + Fields does not allow Consultants to arrange for R+F Products to be sold or displayed in, or otherwise distributed through, any permanent retail establishment, whether on-line or brick and mortar, open or available to the general public or otherwise available to "walk-in" Customers. Rodan + Fields may, in its sole discretion

provide for R+F Products to be sold or displayed in, or otherwise be distributed through any sales channels. This includes department stores, health food stores, beauty supply outlets, schools, supermarkets, pharmacies, mall booths, kiosks, discount establishments, swap meets, drugstores, flea markets, specialty gift shops or any other business or commercial establishment that is open or available to the general public, including without limitation any such establishment present on-line, whether or not exclusively on-line. No Consultant shall: (i) sell, display or distribute any R+F Products in or through any such establishment; (ii) sell any R+F Products to any Customer that the Consultant knows or has reason to believe may resell such R+F Products in or through any such establishment; or (iii) solicit or encourage any third party to do any of the foregoing. For rules regarding sales and marketing on the Internet, see Section 11.

6o (ii): Personal Service Facilities

Subject to the requirements set forth in this Section, R+F Products may be sold or displayed in personal service facilities if owned and operated by a Consultant or with the permission of the owner of the facility. Personal service facilities may include but are not limited to the following: (i) offices and other areas located in private clubs that are not accessible to or in view of the general public; (ii) the private offices of professionals who operate by appointment only (e.g., doctors, dentists, chiropractors, etc.); and (iii) beauty salons or spas that operate by appointment only. Rodan + Fields allows the sales of R+F Products in such personal service facilities, consistent with local laws and regulations, so long as there are no signs, flyers, advertisements or R+F Products visible from outside of the personal service facility. Any owner of any such personal service facility where the R+F Products are sold or displayed must be a Consultant in good standing and sign a special agreement confirming that their business complies with the foregoing requirements. Furthermore, each Consultant with a personal service facility is responsible for the actions of their non-Consultant employees and independent contractors. If any such non-Consultant employee or independent contractor engages in any activity which, if performed by the Consultant, would violate the Consultant Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Consultant and Rodan + Fields may terminate the Consultant Agreement and/or seek other appropriate remedies against such Consultant as detailed in the Consultant Agreement. In appropriate circumstances, Rodan + Fields may elect to first provide notice to the Consultant allowing her or him time to cure the breach prior to taking further action. The Personal Service Facility Approval Form is located in the Library.

6o (iii): Events

Consultants may display and/or sell the R+F Products and Rodan + Fields authorized signage at events that are limited in duration with an environment that is appropriate for promoting Rodan + Fields' brand integrity. Events consistent with Rodan + Fields' brand integrity may include trade shows, professional expositions, fairs, health fairs, conventions and bridal shows. On the other hand, swap meets, garage sales, flea

markets, farmers' markets, and other similar events are not conducive to Rodan + Fields' professional image. Advance approval from Rodan + Fields is not required to attend an event, but Consultants must use their best judgment in deciding whether a particular event is an appropriate forum to promote the R+F Products or the Program.

Consultants are responsible for registering to attend an event and confirming with the event manager that all event specific requirements are met. For example, some promoters have a policy that allows only one vendor for a product brand to have a display at a function or may have other policies that prohibit a vendor from participating. It is therefore the Consultant's responsibility to ensure that the promoter will allow them to display before making a deposit with the promoter. While representing Rodan + Fields as Consultants at an event, Consultants must comply with the Policies and Procedures and are responsible for the actions of any non-Consultant individuals who work the event to promote Rodan + Fields. Consultants understand and agree that they must defend and hold Rodan + Fields and its agents, stockholders, members, employees, directors, officers and attorneys harmless from any claims by third parties related to their participation in events not sponsored by Rodan + Fields.

If a Consultant plays music at their event, or includes music in any publicly shared recording, it is the responsibility of such Consultant to obtain a proper license to play such song(s) with performing rights organizations, if applicable, or obtain a business account from a streaming service such as Spotify.

Please note that Rodan + Fields does not offer liability insurance and will not provide the Company Business Number for any event, and will not consign R+F Products, R+F Marketing Materials, R+F Business Supplies or other types of merchandise or materials for display, use or sale at any event.

6o (iv): Other

Other than sales through the R+F Website, a Consultant's PWS, or via the events as described above, sales by Consultants must be made through personal one-on-one marketing to people with whom Consultants have established a business or personal relationship. The term "business or personal relationship" means an existing or developed relationship formed by a voluntary two-way communication between a Consultant and a person on the basis of:

- an inquiry, by the person regarding products offered by the Consultant in the prior six (6) months;
- purchase or transaction by the person regarding R+F Products offered by the Consultant in the prior two (2) years; or
- a personal or familial relationship whose relationship has not been previously terminated by either party.

Rodan + Fields discourages Consultants from engaging in door-to-door solicitation for sales. Should a Consultant conduct business in this manner, they must ensure compliance with applicable Provincial, Territorial, or municipal laws regarding door-to-door sales or solicitation. Certain municipal, Provincial, or Territorial laws impose restrictions on the time of day during which such solicitation may take place, and/or require door-to-door sellers to register with the local authorities, or obtain a government-issued identification card and/or direct sellers licence. These jurisdictions may also impose fines for non-compliance.

6p. Account Maintenance:

Each Consultant is solely responsible for maintaining their account with Rodan + Fields and remitting all payments due in a timely manner. Should a Consultant's account go into collection, the Consultant will be responsible for (and will indemnify and hold harmless Rodan + Fields from and against) all costs and fees incurred by Rodan + Fields in the collection of the amount due. The Consultant agrees to allow Rodan + Fields to deduct any amount due and any such costs and fees from the Consultant's account and/or any Commissions, or other amounts due to the Consultant.

6q. Sales Tax:

All amounts payable by Consultants to Rodan + Fields are exclusive of applicable Goods and Services Tax ("GST"), Harmonized Sales Tax ("HST"), Quebec Sales Tax ("QST") and Provincial Sales Taxes ("PST") (collectively "Sales Taxes"). Rodan + Fields will charge and collect the applicable Sales Taxes and remit them to the appropriate taxation authority as required under applicable law. Rodan + Fields is registered for purposes of the GST/HST under the Excise Tax Act (Canada) (the "ETA") and its registration number thereunder is 81948 1334 RT0001.

Rodan + Fields is also registered for purposes of the QST under an Act respecting the Québec sales tax ("QST Act") and its registration number thereunder is 12210 56961 TQ0001. Rodan + Fields is also registered for PST purposes in the Provinces of British Columbia, Saskatchewan and Manitoba and Rodan + Fields will refund PST to a Consultant when a Consultant makes a valid claim for exemption from PST and provides Rodan + Fields with the appropriate documentation.

Generally, if a Consultant earns more than $30,000 CAD annually, from Rodan + Fields and other Earnings, they should charge GST/HST to Rodan + Fields, by providing an invoice setting out such information as is prescribed under the ETA to permit Rodan + Fields to claim available input tax credits (and input tax refunds) to recover the GST/HST (and QST), including the Consultant's GST/HST registration number under the ETA (and QST registration number under the QSTA). An example of a GST Invoice Template is available in the Library. Consultants should consult with their tax advisors or appropriate government agency with respect to their obligations concerning the Sales Taxes and the application to their business activities.

6r. Alternative Sales Tax Agreements

Notwithstanding the foregoing, Rodan + Fields reserves the right to enter into alternative sales tax agreements with the revenue authorities, which to the extent that Consultant is registered for the Sales Taxes, could relieve Consultants from collecting and remitting Sales Taxes on certain transactions. Should Rodan+ Fields choose to enter into any such agreements, Rodan + Fields will notify Consultants of the implementation of such agreements and will charge Sales Taxes as required under applicable law.

6s. Confidential Information, Non-Solicitation, and Other Business Restrictions

Rodan + Fields provides extensive support to aid its Consultants in achieving their goals, including access to Rodan + Fields' sensitive, confidential and proprietary information and trade secrets. At the same time, Rodan + Fields seeks to protect this information as well as its goodwill.

Therefore, Rodan + Fields and Consultant agree as follows:

- A Consultant shall not disclose to any third-party Confidential Information (as defined in Appendix A). All such Confidential Information is the property of Rodan + Fields and is not owned by Rodan + Fields Consultants. A Consultant shall use the same degree of care to protect Confidential Information that they use to protect their own sensitive and proprietary information.

Both during the term of their Consultant Agreement and indefinitely thereafter, a Consultant shall:

- use Confidential Information only for the purposes of performing their obligations or exercising rights under their respective Consultant Agreement; and

- limit access to Confidential Information to only those persons who have a legitimate need to know such information in the performance of Consultant's rights and obligations under their respective Consultant Agreement. Each person who is given access to Confidential Information shall be bound by a confidentiality obligation at least equivalent to the confidentiality obligations of each Consultant under their respective Consultant Agreement. A Consultant shall be responsible for the acts and omissions of their respective employees, contractors and agents with respect to such confidentiality obligations. Notwithstanding the foregoing, a Consultant may disclose Confidential Information to the extent they are legally compelled to do so, provided, however, that prior to any such compelled disclosure, the Consultant notifies Rodan + Fields and fully

cooperates with Rodan + Fields in protecting against or limiting the disclosure of Confidential Information.

Consultant agrees that they will receive significant benefits from Rodan + Fields including the opportunity to participate in training on the R+F Products, access to support systems and other benefits of the Rodan + Fields network. In consideration for the benefit of Rodan + Fields' investment in the development of its Consultants, each Consultant, to the fullest extent allowed by applicable law, agrees that the following restrictions apply to Consultant:

- To the fullest extent permitted by law, during the term of their Consultant Agreement and for a period of six (6) months after the termination of their Consultant Agreement, Consultant will not, directly or indirectly, solicit any Rodan + Fields Consultant or any Rodan + Fields employee for engagement as an employee, or as an independent consultant, contractor or distributor of any direct selling, network marketing, or social selling business. For purposes of this paragraph, "Solicit" includes but is not limited to: (i) communicating information or offering to provide information about another direct selling, network marketing, or social selling business opportunity to a Rodan + Fields Consultant or Rodan + Fields employee; (ii) posting or messaging information about another direct selling, network marketing, or social selling business opportunity on any social media site (Facebook, Instagram, Twitter, etc.) utilized* by Consultant to promote their Rodan + Fields business where "business" is inclusive of information shared about the R+F Products, services, and/or former business opportunity of Rodan + Fields; (iii) tagging any Rodan + Fields Consultant or Rodan + Fields employee with a post on any social media site that provides information or offers to provide information about another direct selling or network marketing business opportunity; and (iv) taking any action that may reasonably be foreseen to result in drawing an inquiry from other Consultants relating to the Consultant's other direct selling, network marketing, or social selling business opportunity.

**In reference to (ii) above, deleting past Rodan + Fields content from your social media page in order to circumvent this policy is not permitted.*

Violation of this Section may result in immediate termination of the violating Consultant's Agreement.

- During the term of their Consultant Agreement, in order to avoid legal liability related to promotion of sales aids, Consultant may not sell training materials or sales aids including published books, eBooks, videos, or other sales aids including mobile applications to other Consultants.

- During the term of their Consultant Agreement, Consultant will not use Confidential Information for mass solicitation of charitable contributions other than those related to the communication of Company sponsored Rodan & Fields Prescription for Change Program. When partnering with a charitable organization in connection with a giveaway, donation, sale of or proceeds from the sale of R+F Products, Consultant must indicate in the communication that the solicitation of charitable contributions is not promoted or sponsored by Rodan + Fields. Consultants who sponsor or promote such charitable activities must make it clear that participation is voluntary and may not exert undue influence or pressure on others to participate.

Consultant warrants that to the best of Consultant's knowledge there is no other existing contract or duty on Consultant's part that conflicts with or is inconsistent with the Consultant Agreement. Consultant agrees to indemnify and hold harmless Company from any and all losses and liabilities incurred or suffered by Company by reason of the alleged breach by Consultant of any services agreement between Consultant and any third party. The determination of whether an obligation is inconsistent or incompatible with Consultant's obligations under the Consultant Agreement shall be made at the reasonable discretion of Rodan + Fields.

Consultants and the Company recognize that because network marketing is conducted through networks of independent contractors, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the foregoing provisions would render them wholly ineffective. Therefore, Consultants and Rodan + Fields agree that the provisions of this Section shall apply to Canada and the United States (including the District of Columbia, Puerto Rico, Guam) and all Authorized Countries.

Consultant further agrees that the provisions contained in this Section are reasonable and necessary to protect the legitimate interests of Rodan + Fields and that Rodan + Fields would not have accepted the Consultant's Consultant Application in the absence of the Consultant's agreement to these provisions. Consultant agrees that the Consultant's breach or threatened breach of such provisions would cause Rodan + Fields irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. Each Consultant therefore agrees that Rodan + Fields shall be entitled, without the necessity of posting a bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 18i, enjoining any breach or threatened breach of the above provisions and for any other relief such court deems appropriate. The rights granted to Rodan + Fields in this Section are in addition to any other remedy available to Rodan + Fields at law or in equity.

SECTION 7: A CONSULTANT'S NEW PREFERRED CUSTOMERS

Consultants must ensure that Preferred Customers enroll via the Consultants' PWS or via the R+F Website so that the Preferred Customer is aware of and has consented to the PC Perks Terms & Conditions, including the fact that the Customer is signing up for a flexible autoship program. Copies of the PC Perks Terms & Conditions can be found on the R+F Website at www.rodanandfields.ca and the Library.

SECTION 8: ORDERING PROCEDURES

8a. General:

To protect the Company's brand integrity and intellectual property and to help ensure compliance with legal requirements regarding disclosures and claims, except as provided in Section 11e, Consultants must purchase all R+F Products, R+F Marketing Materials (including business cards) and R+F Business Supplies from Rodan + Fields or its approved third-party suppliers. All orders are subject to acceptance by Rodan + Fields or Rodan + Fields' applicable third-party suppliers. Orders for R+F Products may be placed via the R+F Website, a Consultant's PWS or by telephone.

8b. Commission Period End:

All Commissionable Sales are credited to a Consultant's account for the Commission Period in which the sale took place. In order for a Consultant to be credited for a Commissionable Sale in a particular month, the payment must be processed by 11:59 p.m. Pacific Time on the last day of the month. For all Commissionable Sales processed via the R+F Website, a Consultant's PWS or by telephone, the cut-off for receipt of orders to be included in Commission calculations for any given month is 11:59 p.m. Pacific Time on the last day of that month. Consultants may monitor their Commissionable Sales and Commissions via the Reporting System and are responsible for reporting any issues or inaccuracies within twenty-four (24) hours after the last day of the month. Rodan + Fields shall not be liable for incorrect, incomplete, lost or mailed orders.

8c. Placing Orders Under Another Identification Number:

Consultants must place all orders using their own Identification Numbers and credit cards. Placement of an order by a Consultant using another Consultant's Identification Number or using another individual's, Customer's, or Consultant's credit card is strictly prohibited.

8d. Forms of Payment:

In order to simplify the payment process, facilitate the shipment of orders and maintain accurate Consultant account records, Rodan + Fields requires payment using a major credit card and other forms of accepted payment. See Authorized Country's website for

details surrounding that country's accepted methods of payment. Rodan + Fields will not accept personal cheques, money orders or cash.

8e. Shipping Charges:

Shipping charges will be applied on applicable orders and will be automatically included as part of the "Shopping Cart" order entry process. Shipping charges for autoship orders can be found by logging into your account on www.rodanandfields.ca. For more information on shipping information, see the Customer Satisfaction Guarantee page on www.rodanandfields.ca.

SECTION 9: SHIPMENTS

9a. General:

After Rodan + Fields has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by Rodan + Fields. Risk of loss or damage will pass to the ordering Consultant or Customer upon the carrier's confirmation of delivery to the specified address. Orders are shipped on Business Days only. Consultants and their Customers should allow up to two (2) Business Days for order processing and an additional five to seven (5-7) Business Days for delivery within Canada. Ground orders can be shipped only to a street address within the Provinces and Territories in Canada and in most cases military postal addresses. Please note delivery to military postal addresses can, in some instances, include additional Business Days to complete delivery. Rodan + Fields will use reasonable efforts to fill Consultants' and Customers' orders but will not be liable for any damages arising from any failure to fill orders or any delay in delivery. Rodan + Fields reserves the right to cancel any order where the address has been changed after the order is placed.

Please note that shipments to freight forwarders are strictly prohibited. If Rodan + Fields receives a request to send an order to a freight forwarder, the order will be cancelled. In the event that the order goes through and Rodan + Fields later finds out that there was an attempt to send product to a freight forwarder, the Consultant Agreement will be subject to termination.

9b. Special Handling:

Some R+F Products require special handling as specified by Federal, Provincial, Territorial or municipal regulations governing the shipping of these items. The method of shipment for these items is dictated by these regulations. Rodan + Fields complies with these regulations and therefore the shipment of some R+F Products to certain locations may not be possible. Please contact the Sales Support Department at SalesSupportCA@rodanandfields.com for additional shipping information.

9c. Shipment to Military Postal Addresses in Canada:

Most R+F Products may be shipped to military postal addresses in Canada, but some restrictions may apply. Orders being sent to military postal addresses in Canada must be shipped via standard delivery and cannot be shipped via overnight or second day service. Consultants should inquire as to whether they need to notify and obtain permission from the base commander in charge, and if so, must do so prior to sending and/or accepting shipment on a military base.

9d. Shipments to all Provinces and Territories in Canada:

Most R+F Products can be shipped to all Provinces and Territories in Canada, but some restrictions apply and additional shipping charges may apply. Priority shipping methods (overnight or second day service) are not available for certain locations.

9e. Order Tracking:

Following placement of an order with Rodan + Fields, a tracking number will generally be provided via a shipment confirmation email within five (5) Business Days. A Consultant (or their Customer for whom the order was placed) may contact the Sales Support Department at SalesSupportCA@rodanandfields.co. If the email is not received with order-tracking information. Once an order has been shipped, the tracking information will be made available through the Reporting System and via the Order History page on the R+F Website.

9f. Non-Deliverable Orders:

In some cases, an order may be returned to Rodan + Fields if the carrier is unable to deliver it to the specified shipping address.

This may happen because:

- the Consultant or Customer did not accept the order when it was delivered by the carrier;
- the Consultant or Customer was unavailable to accept delivery to an address or in an area that dictates signature-required for deliver; or
- the Consultant or Customer provided invalid or incorrect shipping information.

When this occurs, Rodan + Fields will refund the order less the cost of shipping and the Consultant will not receive any credit for the order. If the order has already been credited to the Consultant's Commissionable Sales, the credit (and any associated awards or Commissions) will be cancelled.

9g. Cancelled Orders:

Consultants understand that once orders have been transmitted they cannot be cancelled. Rodan + Fields will use reasonable efforts to refund an order placed in error. Since orders cannot be cancelled, a Consultant must follow the procedure applicable to Returns under the Customer Satisfaction Guarantee as described in Section 10c.

Replacements or refunds for such orders are also handled in the same manner as described in Section 10c.

9h. Missing Items:

When an item is missing from an order, the Consultant or Customer is requested to review their order details online and contact the Sales Support Department at SalesSupportCA@rodanandfields.com. If Rodan + Fields determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Consultant or Customer at no charge within three to five (3-5) Business Days. Out-of-stock items may require a longer period. For additional information regarding out-of-stock items, refer to Section 9i.

9i. Out-of-Stock Items:

Rodan + Fields' inventory control procedures are intended to ensure that shortages of R+F Products rarely occur. However, should an item not be available, Consultants will have the option of waiting for the backordered item to be re-stocked or cancelling the order. If the item is not restocked R+F may cancel the order and will notify the Consultant.

9j. Discontinued Items:

Rodan + Fields may at any time discontinue the manufacture and/or sale of any R+F Products, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin or otherwise, in its sole discretion. Rodan + Fields will have no liability to any Consultant based on any such discontinuation or change. When an item is discontinued, orders will not be accepted for such items. Rodan + Fields will use reasonable efforts to notify Consultants of the date of discontinuance.

SECTION 10: RETURN PROCEDURES

10a. General:

All Customers and Consultants who wish to return R+F Products to Rodan + Fields for any reason must log in to their Rodan + Fields account and complete a Return Authorization Form (RA) for those items they wish to return. Only items for which a refund is available pursuant to this Section 10 should be returned to Rodan + Fields.

Items returned for which no refund is available will be discarded. For information on how return adjustments may affect Commissions or awards, refer to Section 12d.

Rodan + Fields regularly audits return behaviours and reserves the right to review and terminate any Consultant Agreement for excessive or improper return activity.

10b. Returns of Defective or Damaged R+F Products:

For any items that were defective at the time that Rodan + Fields delivered them to the carrier, Rodan + Fields will, at the option of the Consultant or Customer: (i) replace and ship replacements for the defective items to the Consultant or applicable Customer at no additional charge if replacements are available; or (ii) refund the amounts paid for the items by crediting 100% of the purchase price, sales tax, and shipping charges to the credit card used to make the purchase. Rodan + Fields reserves the right to arrange a product pick up for defective R+F Products or for those products Rodan + Fields wishes to examine, at no charge to the purchaser at its discretion. The determination of whether the R+F Product was defective at the time of shipment shall be made by Rodan + Fields in its sole discretion.

10c. Returns Under the Customer Satisfaction Guarantee:

10c (i): Purchases made through the R+F Website or PWS

If for any reason a Customer or Consultant is not completely satisfied with any R+F Product, they may return the unused portion of the R+F Product within sixty (60) days from the date of order for a 100% refund of the amount paid for the R+F Product (including sales tax but excluding shipping charges) on the credit card used to make the purchase.

10c (ii): Resale between a Consultant and a Customer

In the event of a R+F Product resale conducted directly between a Consultant and a Customer, the Consultant bears the responsibility of honouring the sixty (60) day Customer Satisfaction Guarantee. Two copies of a retail sales receipt must be provided to the Customer in order for the resale to be covered under the Customer Satisfaction Guarantee. (For additional information on Retail Sales Receipts, refer to Section 6i.) The cost to return ship the R+F Products shall be borne by the Customer or Consultant. The Customer or Consultant may place a separate order for replacement R+F Products if desired.

10d. Return of Unsold Inventory by a Terminating Consultant:

In addition to a potential return under the sixty (60) day Customer Satisfaction Guarantee, one year from your enrollment date that occurred prior to September 1, 2024 a terminating Consultant may return unsold R+F Products that they personally purchased from Rodan + Fields after sixty (60) days and up to one year* from date of

purchase for a refund if they do not wish to sell or use the items and the items are resalable (see Section 10e below). Upon Rodan + Fields' receipt of the returned R+F Products, the Company will refund 100% of the original purchase price of the resalable items. The refund will be credited to the same credit card used for the original order or by such other method as determined by Rodan + Fields.

Consultants who voluntarily terminate must submit a properly completed and signed Termination Notice Form to the Sales Support Department at SalesSupportCA@rodanandfields.com which will be effective when received and processed by Rodan + Fields. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.)

10e. Resalable Items:

R+F Products are "resalable" only if they meet all of the following requirements:

- the items are unopened and unused;
- the packaging and labeling are current and have not been altered or damaged;
- the items have a current shelf life;
- the items and their packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price; and the items, at the time of purchase, are not identified as non-returnable, discontinued, expired or seasonal items; and

10f. Items Purchased from Approved Third-Party Suppliers:

R+F Marketing Materials, R+F Business Supplies and other items purchased from approved third-party suppliers are not supplied by Rodan + Fields, and Rodan + Fields cannot accept returns of any such items.

SECTION 11: ADVERTISING AND USE OF R+F TRADEMARKS AND OTHER R+F CONTENT

11a. General:

The R+F Trademarks and R+F Content represent Rodan + Fields' quality, integrity and service, and are valuable business assets that support a successful Rodan + Fields Independent Consultant Business. The R+F Trademarks, when properly used, lend strength, professionalism, and credibility to Consultantships. Accordingly, Rodan + Fields and Consultants have a mutual interest in protecting the integrity of the R+F Trademarks. For this reason, Consultants must use the Trademarks and R+F Content only as permitted by Section 11. Any content or trademark visible to the public must be

approved R+F Trademarks and R+F Content made available by the Company. The R+F Trademarks and R+F Content are defined in Appendix A.

11b. Trademark Ownership:

Rodan + Fields is the sole and exclusive owner of all right, title and interest in the R+F Trademarks and R+F Content, including all related intellectual property and proprietary rights, subject only to the specific licenses granted to Consultants in Section 11. Except as expressly set forth in this Section, Consultants shall not acquire or claim any rights in any R+F Trademarks or R+F Content. No Consultant's use of any R+F Trademark or R+F Content shall give the Consultant any right, title or interest in or to the R+F Trademark or R+F Content and all such use and associated goodwill will inure solely to the benefit of Rodan + Fields.

11c. License:

Subject to full compliance with the terms and conditions of the Consultant Agreement and this Section 11, Rodan + Fields grants each Consultant a non-transferable, non-exclusive right during the term of the Consultant Agreement to use the R+F Trademarks solely to promote the R+F Products (as outlined in Section 11d) and to indicate that the Consultant is an authorized Rodan + Fields Independent Consultant.

Consultants who wish to use a Rodan + Fields Logo must use the Independent Consultant Logo which is available in the Library. Consultants are not permitted to change or modify the Independent Consultant Logo in any way.

11d. Restrictions:

To ensure that the intellectual property of Rodan + Fields is legally protected, Consultants are not permitted to:

(i) use any trademark or service mark confusingly similar to any R+F Trademark or R+F Content;

(ii) combine any R+F Trademark or R+F Content with any other brand's tagline, trademark, image, logo or other intellectual property;

(iii) remove any R+F Trademark or R+F Content from the R+F Products, R+F Marketing Materials or R+F Business Supplies;

(iv) modify any R+F Trademark or R+F Content;

(v) use or register any domain name that includes any R+F Trademark, R+F Content or any mark confusingly similar thereto; (vi) use any R+F Trademark or R+F Content in connection with any products other than the genuine R+F Products;

(vi) use any R+F Trademark or R+F Content in connection with any other services, businesses or opportunities other than the Consultantship;

(vii) register or attempt to register any R+F Trademark or confusingly similar trademarks in any class of products or services anywhere in the world;

(viii) use any trade name or business name in connection with their Consultantships that includes any R+F Trademark or R+F Content; or

(ix) use the Proactiv® Trademark on or in connection with any R+F Products, R+F Marketing Materials or R+F Business Supplies, or otherwise in connection with their Consultantships. For a list of R+F Trademarks, refer to Appendix A: Glossary.

11e. R+F Marketing Materials and Business Supplies:

The Company's R+F Products and business model are subject to significant regulation, including by Health Canada. To help address the highly regulated nature of the Company's R+F Products and business model, Rodan + Fields has arranged for approved R+F Marketing Materials and Business Supplies to be available to Consultants for use in promoting the R+F Products. Sections 6c and 6d explain what claims can be made about R+F Products and business model. Each Consultant is nonetheless responsible for legal compliance for any advertising and promotion they undertake to promote R+F Products or their Consultantship. These materials are available through the Consultant Only category of the R+F Website, and the Library. If Consultants have particular needs for R+F Marketing Materials or Business Supplies that are not available through the Company, Consultants may submit suggestions to the Rodan + Fields Marketing Department at Marketingca@rodanandfields.com. Rodan+ Fields, however, is under no obligation to provide specially requested R+F Marketing Materials or Business Supplies. Rodan + Fields' specific policies regarding Consultant created Marketing Materials are as follows:

11e (i): Trademark Merchandise

Consultants who wish to use items with the R+F Trademarks, including the Rodan + Fields logos, may purchase merchandise approved by Rodan + Fields through the Consultant Only category of the R+F Website, and a Consultant's PWS. Consultants are not permitted to add R+F Trademarks to any items or merchandise. Co-branding Consultant team logos with R+F Trademarks, including the Rodan + Fields logos, is not permitted. The R+F Trademarks are defined in Appendix A.

11e (ii): Branded Assets

Consultants may use the Marketing Materials, including socially shareable assets, images, video, brochures, flyers and invitations, that Rodan + Fields makes available on a variety of virtual sites, including but not limited to the Library, Company newsletters,

and any Rodan + Fields Event websites. Because Rodan + Fields and its Consultants must comply with direct selling and product related regulations and intellectual property laws, all of which also serve to protect the Rodan + Fields brand and respect the intellectual property rights of third parties, Consultants may not create their own flyers or invitations to advertise or promote the R+F Products or the Program.

11e (iii): Videos

Consultants may use Rodan + Fields corporate videos to advertise or promote the R+F Products. Corporate videos must be re-posted in their entirety and may not be modified in any way. It is the Consultants' responsibility to ensure that they are using the most current version of Rodan + Fields videos. **In some cases, Consultants are allowed to create and share their *own videos* so long as the rules outlined next are followed.**

1. **Personal Videos on Public Forums**

   In general, Consultants may not post personal videos on public forums using the R+F Trademarks or R+F Content (as defined in Appendix A). However, Consultants *may* post videos on public forums discussing specific approved R+F Products, but must follow the rules outlined below:

   1. ONLY approved R+F Products can be featured. For a full list of approved R+F Products contact Marketing@rodanandfields.com.

   1. Consultants must identify themselves as an R+F Independent Consultant.

   2. Consultants may not share videos of others without first obtaining their express, written consent.

   3. No videos featuring anyone under the legal age of majority in their Province or Territory of residence may be shown without express, written parental consent.

   4. All claims must be compliant.

   5. The following disclaimer must be used in its entirety: "***Always read the label. Use as directed. Results may vary***."

   6. Videos may not be longer than 3 minutes.

   7. If required, always tag videos with appropriate hashtags.

2. **Personal Videos on Private Forums**

   Consultants may not create personal videos that use R+F Trademarks or R+F Content solely for training other Consultants.

3. **Product Videos**

Any video that discusses or mentions R+F Products must include this additional disclaimer:

"Do not use the information provided as a substitute for medical advice. Results vary and depend on multiple factors, including age, gender, skin or hair type and condition, other products used, health history, climate, lifestyle and diet. Rodan + Fields makes no guarantee as to the results that you may experience."

The disclaimers required in this Section must be provided in their entirety in the video, either verbally or displayed in writing for a reasonable period to enable the viewer to review the information. It is the responsibility of the Consultant to ensure any of the material they are recording is compliant with these Policies and Procedures, as well as any Federal, Provincial, Territorial or municipal laws.

If Consultants use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any personal video, it is solely their responsibility to ensure that they have received the proper licence to use such intellectual property and to pay the appropriate licence fee. Consultant warrants that they either own all the content in the video or is authorized to use any materials that do not belong to them, including music that requires licensing. If any demands or legal claims are made against Rodan + Fields or its officers or employees as a result of a Consultant's personal video, they promise to defend and indemnify Rodan + Fields and be responsible and assume financial liability for responding to those claims or demands.

No other videos are approved for Consultant use and, as such, Consultants may not create videos that combine personal material with the R+F Trademarks or R+F Content except as provided above. Finally, the videography of guest speakers at Rodan + Fields corporate events may be prohibited and Consultants must comply with any specific instructions in that regard. For details on video streaming of events, see subsection below entitled "Video Streaming."

11e (iv): Video Streaming

Facebook Live and other streaming services are methods Consultants may use to share information about Rodan + Fields live with their prospective Customers. Consultants may share content such as their own personal "why" and information on R+F Products or, provided they comply with the requirements of Section 6c regarding Product Claims and Section 6d regarding Income Claims. During a live event, Consultants must include the same disclaimers as required in a video. While this content is streaming live, it is not otherwise subject to the Video Policy, as discussed above. This means Consultants may host live streamed events on public forums. Once the content is saved, however, it is considered a video and is subject to the Video Policy.

Live video streaming at events sponsored by Rodan + Fields is subject to restriction and Consultants must obtain permission before live streaming those events. This subsection only pertains to Consultant-led events.

11e (v): Audio and Video Recordings

Training calls and business presentations may be recorded, subject to the following: If initiated by Rodan + Fields, Rodan + Fields will ensure that participants are informed at the beginning of the call that it is being recorded. For any call initiated by Consultants, it is the Consultant's responsibility to ensure that participants are informed at the start of the call that it is being recorded. It is likewise the responsibility of Consultants that they ensure that any of the material they are recording is compliant and abides by these Policies and Procedures, as well as any Federal, Provincial, Territorial or municipal laws.

11e (vi): Product Presentations

Consultants may use the R+F Product presentation materials that Rodan + Fields has made available through the Consultant Only category of the R+F Website and the Library to promote the R+F Products and Company programs. Corporate R+F Product and Company program presentations must be re-posted in their entirety and may not be modified in any way. It is the Consultants' responsibility to ensure that they are using the most current version of R+F Product and other Company presentations; no other presentations are approved for Consultant use.

11e (vii): Training Tools

Rodan + Fields makes available optional training tools through the Consultant Only category of the R+F Website and the Library to advertise or promote the R+F Products. Training tools that are not compliant with these Policies and Procedures may be subject to compliance action

11f. General Advertising Policies:

Consultants must ensure that they only engage in advertising and marketing activities directed to Customers or potential Customers that comply with all applicable Federal, Provincial, Territorial and municipal laws, rules and regulations, as well as any applicable platform terms, rules or guidelines. This includes, without limitation, compliance with all privacy laws, and laws, rules and regulations concerning email, SMS/text and phone calls. Consultants should consult their own legal counsel for any questions about their compliance obligations. Appropriate locations for distribution of advertising and marketing materials include bulletin boards, message boards and digital message boards located in public places and private businesses.

11g. Mass Media Advertising:

As a matter of fairness to all Rodan + Fields Consultants, Consultants are not permitted to advertise or sell the R+F Products on or via television, radio, billboards, national print, online channels including third-party online marketplaces, Internet ads such as Google ads or the like, through mass mailings or through channels otherwise deemed inappropriate by Rodan + Fields. Subject to the other requirements of this Section, Consultants are permitted to advertise in their local newspaper, local mailings, and non-Internet ad outreach within an 80 kilometer radius of Consultant's home postal code, local opportunities, local business directories, through their local Chamber of Commerce and through telephone book listings provided the advertisement does not exceed $1,500 CAD value (per activity). Telephone directory listings must comply with Section 11p below. For promotion on Consultant's PWS, see Section 11l.

11h. Selling Via Third-Party Internet Sites:

Consultants may sell the R+F Products through their PWS or through the R+F Website and may also direct Customers to purchase the R+F Products through the R+F Website. Sales of the R+F Products or Rodan + Fields Branded Assets, through any other website, including but not limited to third-party Internet sites such as eBay, Amazon, Craigslist, VarageSale, Facebook Marketplace, Mercari, Walmart Marketplace and/or Poshmark, are strictly prohibited. This rule is required for many reasons, including consumer protection and compliance with laws regarding the R+F Products. Violation of this Section may subject Consultants to immediate termination.

11i. Search Engines, Keywords and Meta-Tags:

Rodan + Fields endeavors to promote the brand and Company, generate R+F Product awareness and elevate the global Rodan + Fields community on behalf of our Consultants worldwide through search engine marketing (SEM) and other paid online advertising programs. Consultants agree to cooperate fully with Rodan + Fields' effort to boost the search rank of Rodan + Fields owned sites on search engine results pages (SERPs) in all markets by not competing with the Home Office for branded keyword terms and phrases; including but not limited to "Rodan + Fields," "Rodan Fields," "R+F," "Multi-Med Therapy," "REDEFINE Regimen," and more.

Consultants may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any R+F Trademark, R+F Content, or any term containing any R+F Trademark or R+F Content as a meta-tag, keyword, paid search term, sponsored advertisement or sponsored link in both global and local markets.

11j. Reporting System and Personal Website:

The Reporting System is a proprietary suite of web-based tools, including for example, PULSE, that provides business and Customer relationship management resources to

Rodan + Fields Consultants to support their business, R+F Product sales, and Customer satisfaction and retention.

It is the responsibility of each Consultant to ensure that their PWS fully complies with the applicable Terms and Conditions, the R+F Website Terms and Conditions, these Policies and Procedures and all applicable Federal, Provincial, and Territorial rules and regulations. The requirement of compliance also extends to any social networking site that is linked from a Consultant's PWS. Rodan + Fields reserves the right to disable any link from a Consultant's PWS to a non-compliant social networking site or posting. The PWS may not be promoted or marketed via mass media as outlined in Section 11g. Subject to Sections 11i and 11n, Consultants are permitted to purchase their own personalized URL (which shall not include any R+F Trademarks) through a third party and redirect to their own PWS sites. For additional information regarding social networking refer to Section 6 and to the Social Media Guidelines located in the Library. For additional information regarding a PWS content requirements refer to the Personal Website PWS training materials located in the Library.

11k. Social Networking and Social Media:

Consultants may join social networking sites, online forums, discussion groups, blogs, and other forms of Internet communication to leverage the power of the Rodan + Fields brand and to communicate the benefits of the R+F Products. Online social pages belonging to a Consultant may be used to drive traffic to a PWS or to the R+F Website. However, social pages belonging to Influencers or other companies or brands may not be used to drive traffic to a Consultant's PWS. Social networks include but are not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc.

Consultants may use their own social networking profiles to advertise and promote their Rodan + Fields businesses and the R+F Products, and direct traffic to their respective PWS site or the R+F Website. No actual sales of R+F Products, however, may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Profiles a Consultant generates in any social community where Rodan + Fields, the R+F Products are discussed or mentioned must clearly identify the Consultant as a Rodan + Fields Independent Consultant, and when a Consultant participates in those communities, Consultants must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Rodan + Fields' sole discretion and offending Consultants will be subject to disciplinary action. If a link is provided, it must link to the Consultant's PWS or to a Consultant's Independent Website that has been approved by Rodan + Fields pursuant to Section 11l, or to the R+F Website.

Consultants may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Consultants create or leave must be useful, unique, relevant and specific to the blog's article.

Consultants who use social networking sites must also comply with the rules associated with that particular website or network. For example, some sites prohibit users from advertising products. Federal, Provincial, and Territorial agencies have established guidelines and rules for what may and may not be communicated and even a Consultant's personal experience may not conform to these regulatory guidelines. Consultants who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable laws and regulations.

Consultants may describe, in general terms, the positive impact of Rodan + Fields on their lifestyle or the positive visible results they have personally experienced from using the R+F Products so long as the requirements of Sections 6c and 6d regarding claims are met.

In addition to the foregoing general provision, Rodan + Fields' specific policies regarding Social Networking and Social Media are as follows:

11k (i): Consultants Are Responsible for Postings

Consultants are personally responsible for their postings and all other online activity that relates to Rodan + Fields. Therefore, even if a Consultant does not own or operate a blog or social media site, if a Consultant makes a post that relates to Rodan + Fields or which can be traced to Rodan + Fields, the Consultant is responsible for the posting. Consultants are also responsible for postings which occur on any blog or social media site that the Consultant owns, operates or controls. Rodan + Fields reserves the right to require the removal of non-compliant or infringing posts from any Consultant's social media pages and may terminate the Consultant Agreement of any Consultant who materially or repeatedly breaches this Section.

11k (ii): Identification as a Rodan + Fields Independent Consultant

Consultants must disclose their full names on all social media postings, and conspicuously identify themselves as Rodan + Fields Independent Consultants. In addition to the foregoing, Consultants may use the Rodan + Fields Independent Consultant logo in social networking profiles. The Rodan + Fields Independent Consultant logo is available in the Library. Anonymous postings or use of an alias are prohibited.

11k (iii): Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the R+F Products, the Program, and/or Consultant biographical information and/or credentials.

11k (iv): Use of Third-Party Intellectual Property

Subject to Section 11d, if Consultants use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is solely their responsibility to ensure that they have received the proper licence to use such intellectual property and pay the appropriate licence fee. All third-party intellectual property must be properly referenced as the property of the third party, and Consultants must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property. A Consultant may be personally liable for any violation of this policy should the owner of the intellectual property bring an action. In addition, it is important not to repost any posts which violate this policy.

11k (v): Respecting Privacy

Consultants must respect the privacy of others and be judicious in their postings. Consultants must not engage in gossip or advance rumors about any individual, company or competitive products or services.

11k (vi): Ethics & Legal Compliance

Consultants must conduct themselves with professionalism, ethically and in full compliance with all laws on social networking sites. Consultants are responsible for ensuring that any posts or other social media activity that promotes the R+F Products is legally compliant, and complies with any applicable platform terms, rules or guidelines. This includes ensuring that their postings are truthful and accurate and that any legally required disclosures are made in compliance with applicable law. Report non-compliant posts to the Compliance Department at ComplianceCA@rodanandfields.com.

11k (vii): Prohibited Postings

Consultants may not make any posting, or link to any posting or other material, that:

- Is sexually explicit, obscene or pornographic;
- Is profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party; or

- Is not consistent with the standards set forth in these Policies and Procedures.

For ease of reference on how to ensure that a social media profile is in compliance with the Policies and Procedures, see the Social Media Guidelines available in the Library.

11k (viii): Social Media and Online Presence with Independent Website -like Features

Rodan + Fields reserves the sole and exclusive right to classify a Consultant's social media and online presence as the functional equivalent of operating an independent website. In such an instance, the Consultant must adhere to the Company's policies regarding Independent Websites. For example, a blog, a website developed on a blogging platform, and other social media presence that is developed for the primary purpose of marketing or promoting the R+F Products or the Program, may be classified by the Company as an independent website. For additional information on Independent Websites, refer to Section 11l.

11k (ix): Influencers

Independent Consultants are not permitted to contact social media influencers who have 10,000 or more followers or any media, including media outlets or media members. This includes communication via direct message through social platforms and emails. Additionally, Consultants are not permitted to send R+F Products and/or goods to influencers or media. This includes payment for collaboration or sponsorship, content creation, or R+F Product promotion, as well as free R+F Product or a gift for a potential review.

R+F Corporate works with influencers and media through R+F Product gifting to help Consultants reach new audiences for Product Sales. If an Independent Consultant sees an influencer tag @RodanAndFields on a post, it is not permitted to reach out to them in any way for prospecting. This includes sending direct messages or commenting on their social content.

If a Consultant has a relationship with an influencer (with 10,000 or more followers), and the Consultant would like them to promote R+F products or they reached out to a Consultant offering to promote R+F products, please contact the Corporate Communications Team at CorporatePR@rodanandfields.com to refer this person. The inquiry will be reviewed the same way as media inquiries and if the partnership is right for the brand, Rodan + Fields will work with the suggested influencer and their content will be directed to the Rodan + Fields corporate website, not to a Consultant's PWS.

Social media content created by influencers and media is owned by them. It is illegal to share any content without the rights and permission of the creator.

11k (x): Nano-Influencers

If a Consultant has a relationship with a nano-influencer (less than 10,000 followers), and the Consultant would like the nano-influencer to promote R+F products or if the nano-influencer reaches out to the Consultant offering to promote R+F products, there are some guidelines that must be followed:

1. Consultants are not permitted to pay nano-influencers for creating content and the nano-influencer's content may only reference back to the R+F Website, not to a Consultant's PWS.

2. The nano-influencer is legally required to identify the relationship and to disclose whether the Consultant provided free products to them. Nothing else of value should be provided to induce the nano-influencer to provide a favorable review/social media post about R+F Products.

3. If a nano-influencer shares their review of a R+F Product that a Consultant provided to them on social media, they may not share the Consultant's PWS or email and may only tag R+F corporate @RodanAndFields and the Consultant's social media handle.

4. When providing free R+F Products to nano-influencers, Consultants must inform them of the following:

    a. "To be compliant with Competition Bureau guidelines, if you choose to review this product, please clearly and conspicuously state that you received this product for free from an R+F Independent Consultant. This must appear in the first line of the post if shared on social media or at the top of the communication (e.g. top of the Blog or in the Vlog). This cannot be in the comments section of the Blog, Vlog, or other messaging platform."

5. If the Consultant has a relationship with the individual, the Consultant must convey to them that they must reveal that they are the Consultant's friend, sister, co-worker, etc., as appropriate. This is required by law.

Reach out to the Corporate Communications Team at CorporatePR@rodanandfields.com with any questions.

11k (xi): Social Networking and PWS Termination

If a Consultant Agreement is terminated for any reason, the Consultant must discontinue using the Rodan + Fields name, all of the R+F Trademarks, trade names, service marks, other intellectual property and all derivatives of such marks and intellectual property, in any postings and on all social media sites that they utilize. If the Consultant posts on any social media site on which they have previously identified

themselves as a Rodan + Fields Independent Consultant, they must conspicuously disclose that they are no longer a Rodan + Fields Independent Consultant.

In the event of a voluntary or involuntary termination of a Rodan + Fields Consultant Agreement, a Consultant is required to remove all references to Rodan + Fields from social networking profile(s) from public view within ten (10) days of the date of termination. If the Consultant has a specific Rodan + Fields social networking group presence, they are required to remove their social networking group from public view within ten (10) days of the date of termination. The name of the social networking group may be transferred to another Rodan + Fields Consultant subject to Rodan + Fields approval.

11k (xii): Sweepstakes, Contests and Giveaways

As an independent business owner, a Consultant may choose to run a sweepstakes, contest or promotion. While such sales tools may not be illegal, it is important to understand that they are regulated by law and the laws may differ by jurisdiction. Raffles, on the other hand, are not a suitable mechanism for providing incentives. We strongly recommend that any Consultant who wishes to run a sweepstakes, contest or promotion in conjunction with their Rodan + Fields business speak with a lawyer to ensure that it adheres to the relevant laws in their Province or Territory of residence. It is very important to ensure that all sweepstakes, contest or promotion are legally conducted. In all cases, a Consultant must indicate that the sweepstakes, contest or promotion is not sponsored or approved by Rodan + Fields.

11l. Independent Websites:

Rodan + Fields offers the opportunity for Consultants to develop and maintain their own PWS (provided it is compliant with their Consultant Agreement, including these Policies and Procedures) from which they can market the R+F Products and Company programs, in compliance with their Consultant Agreement.

11m. Anti-Spam:

Consultants must comply with Canada's Anti-Spam Legislation ("CASL") when sending commercial electronic messages ("CEMs"). CEMs include all emails, text messages, messages sent using private messaging (e.g. Facebook Messages), and other messages sent to 'electronic addresses' that offer, advertise, market, or promote R+F Products, or otherwise encourage participation in commercial activity. It is the Consultant's responsibility to ensure that the Consultant has prior express or implied consent to send a CEM to the recipient. A request for express consent will be valid only if the request:

- states the purpose of seeking consent;
- states the Consultant's name and name under which the Consultant carries on business;

- identifies the Consultant as requesting consent on her or his own behalf and on behalf of Rodan & Fields Canada, ULC;

- includes the Consultant's physical mailing address and one or more of the Consultant's phone number, email address or web address;

- states that consent can later be withdrawn; and

- uses an "opt-in" mechanism (for example a consent box that is not pre-checked) that allows the Consultant to record or track that consent was given.

You may only provide an email address to Rodan + Fields if you have obtained express consent in compliance with this Section and with CASL. You must provide proof that you have obtained consent in accordance with these requirements for any email address you provide to Rodan + Fields.

Consultants may have implied consent to send CEMs only if the Consultant has: (i) an existing business relationship with the recipient; (ii) a family relationship with the recipient; (iii) a personal relationship with the recipient; or (iv) received a valid referral to send a CEM to the recipient, all as defined in and as explained below.

An "existing business relationship" will only exist if the recipient has made a purchase from or accepted a business opportunity from the Consultant within the previous two years or has made an inquiry to the Consultant regarding a potential purchase or business opportunity from them within the previous six months.

A "family relationship" will exist if the Consultant and Recipient have a parent/child, marital, or common-law relationship and engage in voluntary two-way communication.

A "personal relationship" will exist if the Consultant and recipient have had voluntary two-way communication and it is reasonable to assume that the relationship is "personal," taking into consideration factors such as the sharing of interests, experiences, opinions and information, the frequency of communication, the length of time since the communication, and if the parties have met in person.

Both express and implied consent are removed if the message recipient unsubscribes. Where a person unsubscribes from commercial messages, no further CEMs may be sent to them.

A single CEM may be sent to a recipient pursuant to a valid "referral." In order to be valid, the person who gives the referral to the Consultant must have an existing business or personal or family relationship with both the Consultant and the referred person. The referred person must also have agreed to receive a CEM from the Consultant. The CEM sent by the Consultant must include the name of the person who gave the referral and must state that the message was sent as a result of the referral.

After sending the initial message, the Consultant must delete the referred person's email and not use it for any other purposes or to send further messages, unless the referred person gives her or his consent to receive further CEMs.

As a Consultant you must obtain consent in a manner that allows you to prove you have it. You must keep records of all consents, including when and where they were obtained, and the consent language used. You must provide such records and evidence to Rodan + Fields on request.

CASL does not prohibit replying to a question when someone emails one to you. However, you cannot then use that contact information for marketing except in accordance with the law, and the requirements of this Section.

All CEMs sent by Consultants must comply with CASL's message content and unsubscribe requirements, as follows:

- the CEM must clearly identify the Consultant as the sender of the email and as a Rodan + Fields Independent Consultant;

- the CEM must include the Consultant's physical mailing address and one or more of the Consultant's phone number, email address or web address;

- there must be a functioning return email address to the Consultant;

- the CEM must advise the recipient that he or she may reply to the email address to opt-out of receiving further CEMs;

- all "opt-out" requests, whether received by email or regular mail, must be honoured within ten (10) Business Days; and

- any request from a customer to opt-out from receiving CEMs from Rodan + Fields must immediately be forwarded to SalesSupportCA@rodanandfields.com.

Consultants agree that Rodan + Fields may periodically send CEMs on behalf of Consultants and include the Consultant's name and physical and email or web addresses in the CEM. Consultants must honour opt-out requests generated as a result of CEMs sent by Rodan + Fields on behalf of the Consultant.

11n. Domain Names and Email Addresses:

Consultants may not use or register any domain name or email address that consists of or contains any R+F Trademark (see list set out in Appendix A), R+F Content, or any mark confusingly similar, except that Consultants may use a domain name that is provided by Rodan + Fields in connection with their respective PWS, as set out in Section 11j. Domain names used in connection with any PWS must be in good taste and

exhibit no vulgarity. Rodan + Fields reserves the right to prohibit the use of domain names deemed inappropriate by Rodan + Fields in its sole discretion.

11o. Newsletters:

Consultant-created newsletters may be used for providing Customers linked to a Consultant's CID with R+F Product information. A Consultant may use R+F Trademarks or R+F Content that Rodan + Fields provides for such purposes.

In addition to the foregoing, newsletters must comply with the following:

- the newsletter must clearly identify the Consultant as the publisher of the newsletter, must identify the Consultant as a Rodan + Fields Independent Consultant, and must include the Rodan + Fields Independent Consultant logo;

- the newsletters must include the Product Disclaimer where appropriate (the Product Disclaimer is defined in Appendix A); the newsletter must not reference Consultant Earnings;

- the newsletter must not be used to sell, advertise or promote any product, service or program other than the R+F Products; the newsletter may contain articles and other R+F Content taken from downloadable R+F Content that Rodan + Fields makes available for such purposes, provided that: (i) the R+F Content is reproduced exactly as it originally appeared in the R+F Marketing Materials without any modification; (ii) Rodan + Fields or the applicable individual author is credited as the author of the R+F Content; and (iii) all copyright, trademark and other proprietary notices are reproduced with the R+F Content as they originally appeared in the Library;

- newsletters must comply with other sections of the Policies and Procedures, including to but not limited to, Section 11d, Section 11k, Section 11l and Section 11m; and

- all "opt-out" requests for newsletters, whether received electronically or otherwise, must be promptly honoured.

Each Consultant represents and warrants that any material or content that appears in their newsletters (other than material or content provided by Rodan + Fields) does not and will not infringe or misappropriate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third person and is not and will not be hateful, discriminatory or vulgar.

11p. Directory Listings and Advertising:

11p (i): Telephone and Online Directories

A Consultant who wishes to appear in a telephone directory, online or otherwise, or other similar directory must list their name alphabetically according to their surname or, if the Consultant is a Business Entity, the registered business name of the Business Entity. If the directory permits, the Consultant's name may be followed by the words "Rodan + Fields Independent Consultant" and the Consultant's address and telephone number. A Consultant is permitted to advertise their Consultantship through telephone directory display ads provided they only use approved R+F Trademarks.

11p (ii): Toll-Free Numbers

A Consultant may use and advertise toll-free telephone numbers in connection with their Consultantship, which must be listed in accordance with the guidelines above. A Consultant may not state or imply that their toll-free number is a Rodan + Fields number or is linked to any Rodan + Fields location. In addition, any use of a toll-free number in connection with infomercials or any other television programs is prohibited. Consultants may not use or register any toll-free number that consists of or contains any R+F Trademark (see list set out in Appendix A), R+F Content, or any mark confusingly similar.

11p (iii): Answering the Phone

A Consultant may not answer (or have any phone answering service or device answer) the telephone by saying "Rodan + Fields," or in any manner that would lead the caller to believe that they have reached Rodan + Fields or a Rodan + Fields office. A Consultant is permitted to state that they are an Independent Consultant for Rodan + Fields.

11p (iv): Telemarketing and Fax Marketing Techniques

The Canadian Radio-television and Telecommunications Commission (CRTC) enforces the Unsolicited Telecommunications Rules, which restrict telemarketing and fax marketing practices. The CRTC administers a national "do not call" list as part of these telemarketing rules, which also require telemarketers to maintain their own internal "do not call" list and to register with the national "do not call" list operator. Although Rodan + Fields does not consider Consultants to be "telemarketers" in the traditional sense of the word, these rules broadly define the term "telemarketer" and "telemarketing" so that a Consultant's inadvertent action of making an unsolicited telephone call or sending an unsolicited fax without registering with the national "do not call" list operator or calling someone whose telephone number is listed on the federal "do not call" registry could cause her or him to violate the rules. These rules must not be taken lightly, as they carry significant penalties.

Therefore, Consultants must not engage in telemarketing marketing or unsolicited fax in the operation of their Rodan + Fields Consultantships. The term "telemarketing" means the placing of one or more unsolicited telephone calls or fax messages to an individual or entity to induce the purchase of the R+F Products or to discuss the Program. "Cold calls" made to prospective Customers or Consultants that promote the R+F Products may constitute telemarketing and are prohibited.

Consultants shall not place or initiate any automated, outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the R+F Products.

11q. Personal Videos, Photographs and Recordings:

If any personal photograph, video, audio tape or other recording of Rodan + Fields corporate events, Dr. Katie Rodan, Dr. Kathy Fields or Rodan + Fields employees is posted on the Internet (on any social media site or otherwise), Rodan + Fields reserves the right at its discretion to require such personal video, audio tape or other recording to be immediately removed and not otherwise displayed. Any such personal photograph, video, audio tape or other recording must be of high quality and, in the sole discretion of Rodan + Fields, must not portray Dr. Rodan, Dr. Fields, or Rodan + Fields employees in a negative light or in a way that may embarrass or damage the reputation of Rodan + Fields or the individuals appearing in the photograph, video, audio tape or recording.

Consultants may distribute, reproduce or post on the Internet videos, photographs or recordings that are made available by Rodan + Fields for use by Consultants. It is the responsibility of Consultants to ensure that any of the material they are sharing is compliant and abides by these Policies and Procedures in particular Section 11e.

11r. Reporting Online Policy Violations:

Consultants may participate in social networking as outlined in these Policies and Procedures. To comply with legal requirements and maintain the Company's brand integrity, any Consultant who suspects a policy violation must report as much information as possible, including detailed descriptions and screenshots, to ComplianceCA@rodanandfields.com.

11s. Affiliate Programs:

Rodan + Fields Consultants are prohibited from participating in programs and/or receiving any commission or cash back from sales of R+F Products resulting through the Consultant's use of an affiliate link on services such as Rakuten, Skimlinks, rewardStyle, Honey, Extrabux, Cartera, etc.

SECTION 12: COMPENSATION

12a. General:

Consultants will receive Commissions on Commissionable Sales, subject to Consultants' compliance with the Consultant Agreement. Rodan + Fields reserves the right to change, alter, or adjust Commissions and what constitute Commissionable Sales.

Commissions are calculated in relation to purchases by Customers who are registered to the Consultant's CID. For purchases by such Customers outside of the Consultant's Home Country, the Commissions are exchanged into the Home Country currency of the Consultant receiving the Commissions based on the currency exchange rate set by the R+F's banking institution used by R+F for purposes of paying Commissions at the time the Commission is paid. Commissionable Sales are calculated in the currency of the transaction, which is then exchanged into the Home Country currency. The frequency of updates to exchange rates is subject to change.

All Commissions are based on the actual prices paid for Commissionable Sales of R+F Products at the time of the Customer R+F Product purchase transaction that occurs via Rodan + Fields systems, including a Consultant's PWS or the R+F Website, for all Retail and PC orders that are attached to the Consultant's CID. Commissionable Sales do not include Consultant's direct sales of R+F Products to Customers. The Retail Price is the suggested retail price published by Rodan + Fields in R+F Marketing Materials and on the R+F Website based on the country of transaction.

When a R+F Product is returned for credit or refund, an adjustment to Commissions will be made in relation to the returned R+F Product. The adjustment to Commissions will be made for the Commission Period in which the R+F Product was returned for the Consultant receiving the Commissions and such adjustments will be deducted in the Commission Period during which the R+F Product was returned. Any foreign exchange rate that needs to be applied to determine the amount of the adjustment will be the foreign exchange rate at the time the original purchase was made.

Rodan + Fields does not guarantee that Consultants participating in the Rodan + Fields Program will generate any Commissions. As with any business, each Consultant's business results may vary. Earnings depend on a number of factors, including the area in which a Consultant is based, individual effort, business experience, diligence and leadership.

12b. RF Payday Account:

Rodan + Fields uses an independent third-party payment processor ("Payment Processor") to pay Commissions earned by Consultants as described in these Policies and Procedures. The Payment Processor will set up an account for Consultants (an "RF Payday Account" or "wallet") and will deposit monies owed to Consultants into their RF Payday Accounts. Consultants are responsible for reviewing the Payment Processor's

privacy policy to better understand how the Payment Processor handles Consultant's personal information and Customer Data. All Commissions that Consultants may earn will be paid through the RF Payday program. This payment processing service may be terminated or modified by Rodan + Fields or the Payment Processor at any time upon notice as specified in these Policies and Procedures. Consultants may manage their RF Payday Accounts directly or may direct inquiries to RF Payday support via phone at 877-604-8455 or via email at Support@payday.myrandf.com. For additional information refer to the Library.

CONSULTANT ASSUMES THE RISK THAT RODAN + FIELDS AND/OR ITS PAYMENT PROCESSOR MAY MAKE ERRORS THAT RESULT IN UNDERPAYMENT OR OVERPAYMENT TO A CONSULTANT, AND CONSULTANT AUTHORIZES RODAN + FIELDS, THROUGH THE PAYMENT PROCESSOR, TO DEBIT OR CREDIT THEIR ACCOUNT AS NECESSARY TO CORRECT ERRORS. CONSULTANT UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY LAW NEITHER RODAN + FIELDS NOR THE PAYMENT PROCESSOR, NOR THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES THAT RELATE TO OR ARISE FROM AN ERROR THAT RESULTS IN AN UNDERPAYMENT OR OVERPAYMENT TO A CONSULTANT, AND CONSULTANT WAIVES ANY AND ALL CLAIMS WITH RESPECT THERETO.

12c. Commission Period:

A "Commission Period" means a calendar month. Orders received on the last day of a Commission Period via the R+F Website or Consultants' PWS by 11:59 p.m. Pacific Time will be included for that Commission Period's Commission period calculation. All orders received after the cut-off date will be included in the Commission calculation for the following Commission Period. With respect to a Commission Period, Commission payments will be issued to Consultants no later than the 15th day following the close of that Commission Period, unless otherwise notified by Rodan + Fields.

12d. Return Adjustments - Impact on Qualifications and Commissions:

The Commissions attributable to purchased R+F Product(s) are not considered earned until after the applicable return period has expired. When a R+F Product is returned to Rodan + Fields for a refund or funds are returned to a Consultant or Customer due to a credit card chargeback, Commissions attributable to the returned R+F Product(s) or funds will be deducted from the Consultant's Commissions. These deductions will be made in the month in which the refund was given and will continue every Commission Period thereafter until the Commissions are recovered from the Consultant who received the Commissions on the sale of the returned R+F Product or disputed charge. In the event any Consultant's Consultant Agreement is voluntarily or involuntarily terminated and the amounts of the Commissions attributable to the returned R+F Product(s) or returned funds have not yet been fully recovered by Rodan + Fields, the remainder of the outstanding balance may be set off against any Earnings amounts

owed to the terminated Consultant. **Rodan + Fields reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise.** For additional information on adjustments for returned R+F Products refer to Section 12a.

12e. Closure of Inactive RF Payday Accounts and Unclaimed Commissions and Credits:

After three (3) consecutive months of having a positive balance in your RF Payday account without activity (example: No new loads via the Commission plan, no transfers, etc.), there will be a monthly $7.00 CAD maintenance fee applied for each month a balance remains, up to thirty-six (36) months. Rodan + Fields will attempt to notify the Consultant of the fees being imposed by sending notice to their last known email address. Fees imposed on inactive accounts will be deducted from the current balance until the sooner of (a) the balance on the account equals $0.00 CAD, or (b) the balance is determined abandoned under applicable unclaimed property law and the funds will be allocated to the appropriate Province or Territory. The positive balance in a Consultant's RF Payday Account will be withdrawn and the unclaimed Commissions and credits in the account will be paid to the relevant authority responsible for administering unclaimed monies in the relevant jurisdiction if the monies remain unclaimed for the statutory period under applicable law.

CONSULTANTS WAIVE ALL CLAIMS AGAINST RODAN + FIELDS, THE PAYMENT PROCESSOR AND THEIR OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS RELATING TO THE CLOSURE OF A CONSULTANT'S ACCOUNT OR WITHDRAWAL OF FUNDS, EVEN IF THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES ARE MADE KNOWN TO RODAN + FIELDS AND/OR THE PAYMENT PROCESSOR PRIOR TO THE TIME OF THE CANCELLATION OR WITHDRAWAL.

SECTION 13: RELATIONSHIP TO PROACTIV ® SOLUTION

Rodan + Fields does not distribute Proactiv®-branded products and has no affiliation or involvement with the distributor of the Proactiv-branded products. Consultants should not use or display the Proactiv brand or trademark, or mention or reference any Proactiv-branded products, in connection with the sale, advertising or promotion of any R+F Products. Consultants should not compare the R+F Products to Proactiv-branded products, including with respect to any feature or benefit, or otherwise comment on Proactiv-branded products. Consultants should not suggest in any manner that the R+F Products are endorsed by any past or future spokesperson for the Proactiv-branded products, including celebrities who have endorsed the Proactiv-branded products. Consultants are responsible for any representations or misrepresentations they make with respect to Proactiv products or the distributor of such products.

Without limiting the general restrictions described above, Consultants shall not:

- direct any sales activity toward or solicit any person engaged in the sale of Proactiv, including but not limited to posts on any Facebook page devoted to Proactiv products and solicitations of individuals selling Proactiv in shopping mall kiosks;

- compare any R+F Product with Proactiv-branded products in any way (for example, do not say that an R+F Product is more effective, better suited, better priced, produces better results, etc. than Proactiv-branded products) on any platform including social media; state or suggest that Rodan + Fields is "backed" by the Proactiv brand;

- use or display the Proactiv brand or trademark when selling any R+F Products;

- refer to any of the celebrities who endorse Proactiv-branded products when selling any R+F Products;

- use the Proactiv brand or trademark to mislead or redirect Internet users to a site selling R+F Products (for example, do not use the word "Proactiv" in domain names, meta tags, purchased keywords or banner ads); and

- post, re-post or share on any platform, including social media and other Internet sites, any communications regarding Proactiv that violate the rules outlined in this Section 13.

The only permitted use of the word Proactiv is to say that Dr. Katie Rodan and Dr. Kathy Fields are the creators of Proactiv, which may be stated when describing the background or history of Rodan + Fields, but not in any other context such as communication the primary purpose of which is to sell any R+F Product or service of Rodan + Fields. Consultants must remove all existing use, display or social media post that are not compliant with the restrictions provided in this Section. Failure to do so or other violations of this policy can result in a notice of non-compliance and/or, where appropriate in the Company's sole discretion, termination of the Consultant Agreement.

SECTION 14: TRANSFER OF CONSULTANT AGREEMENT

14a. Sale, Assignment or Transfer of a Consultant Agreement:

A Consultant may not sell, assign or otherwise transfer all or any portion of their interest in, or rights or obligations under, their Consultant Agreement without the prior written approval of Rodan + Fields, in Rodan + Fields' sole discretion and in accordance with Sections 14a(i) and 14a(ii) below. Please note Rodan + Fields will not approve a request for the sale, assignment or transfer of a Consultant Agreement if Rodan + Fields believes the sale, assignment or transfer is designed to circumvent any Policy or Procedure or is being used as a "shelter account" to continue to collect Earnings while

placing the business in another individual's name. If Rodan + Fields believes that the goal of the sale, assignment or transfer is designed to circumvent any other policy it will conduct an investigation and may refuse the request in its sole discretion. Notwithstanding anything which may indicate to the contrary, Consultant has no property right in their business or in ongoing relationships with other Affiliates.

14a (i): Seller/Transferor Requirements

A Consultant wishing to sell, assign or transfer their Consultant Agreement must (i) sell, assign or transfer the Consultant Agreement to another Consultant, and (ii) the must meet the following criteria:

- have been an Active Consultant for at least twelve (12) months immediately prior to the sale, assignment or transfer request;
- be in good standing and in compliance with the Policies and Procedures;
- have annualized earnings of at least $25,000 CAD in the twelve (12) months immediately prior to the sale, assignment or transfer request;

14a (ii): Buyer/Transferee Requirements:

A Consultant wishing to purchase or take assignment of another Consultant's Consultant Agreement, must meet the following criteria:

- have been an Active Consultant for at least twelve (12) months immediately prior to the sale, assignment or transfer request;
- be in good standing and in compliance with the Policies and Procedures;
- have annualized earnings of at least $15,000 CAD in the twelve (12) months immediately prior to the sale, assignment or transfer request, or 50% of the seller's annualized earnings in the twelve (12) months immediately prior to the sale, assignment or transfer request; whichever is greater.

Example: Buyer wants to purchase Seller's Business and Seller has annualized earnings of $100,000 CAD. Buyer must have annualized earnings of at least $50,000 CAD in order to qualify, not $15,000 CAD.

If the above-referenced criteria have been met, a Consultant wishing to sell, assign or transfer their Consultant Agreement ("Seller") must first provide Compliance with evidence that the necessary criteria are met.

If Rodan + Fields believes that the goal of the sale, assignment or other transfer is designed to circumvent any other policy it will conduct an investigation and may refuse the request at its discretion. If a transfer request is approved, the Seller must work with the buying Consultant and RF Payday to convert the RF Payday Accounts accordingly. For additional information regarding RF Payday refer to Section 12b.

14b. Divorce/Separation:

Upon a divorce or separation, spouses or common law married couples who are party to or have beneficial ownership of the same Consultant Agreement must do one of the following:

1. One of the Consultants agrees in writing to: (i) terminate the Consultant Agreement as it applies to them; (ii) relinquish their interest in the Consultant Agreement; and (iii) authorize Rodan + Fields to pay all Commissions to, and otherwise deal directly and solely with, the non-relinquishing spouse/partner; or

2. Notwithstanding the divorce or separation, the spouses or common law married couple agree to continue to operate the Consultantship jointly on a "business-as-usual" basis, in which case Rodan + Fields will continue to pay all Commissions and otherwise deal with the spouses and common law married couple in the same manner as it did prior to the divorce or separation.

Under no circumstances will Rodan + Fields split Commission payments between divorcing or separating spouses or common law married couples.

14c. Marriage of Consultants:

Should a Consultant get married, they have the option of adding their new spouse to their Rodan + Fields Consultant Agreement. In the case of a Business Entity Consultant, the new spouse may become a Beneficial Owner of the Consultant Agreement. To add a spouse to an existing Consultant Agreement, the spouse must complete and submit a Spouse/Partner Add Form. In the case of a Business Entity Consultant Agreement, the Consultant must report that the new spouse has become a Beneficial Owner of the Consultant Agreement, who must also meet all applicable eligibility requirements.

If the one spouse is a Consultant and chooses to join the other spouse's Consultant Agreement, such Consultant must terminate their existing Consultant Agreement.

14d. Business Entity Change of Beneficial Ownership:

In the event that a Business Entity that is a Consultant undergoes a Change of Beneficial Ownership, arrangements must be made to ensure that the Consultantship and Rodan + Fields are not adversely affected.

A "Change of Beneficial Ownership" means, with respect to any Consultant Agreement that is operated as a Business Entity, the sale, transfer or acquisition of any ownership interest in the Business Entity by any person or entity or group of persons or entities who are not listed on the original Business Entity Registration Form or any subsequent amendment to the Business Entity Registration Form, that is on file with the Company.

If Rodan + Fields determines in its sole discretion that such a Change of Beneficial Ownership will adversely affect the Consultant Agreement, other Consultants, or Rodan + Fields, Rodan + Fields may terminate the Business Entity's Consultant Agreement.

Upon any Change of Beneficial Ownership, the Business Entity and each Beneficial Owner must continue to meet each of the requirements set forth in Section 5i. If a Business Entity that is a Consultant is not the surviving Business Entity upon any Change of Beneficial Owner, the new Business Entity must take assignment of the prior Business Entity's Consultant Agreement, but only following Rodan + Fields' prior written consent to such transfer and subject to Rodan + Fields' right to terminate the Business Entity's Consultant Agreement as noted above.

14e. Death and Incapacity:

14e (i): Death

Upon the death of a Consultant, the Consultant's interest in their Consultant Agreement may be transferred only by will, trust or other testamentary instrument to the Consultant's heir, trustee or other beneficiary (each of such persons referred to herein as a "Transferee"), subject to the conditions and requirements of this Section and applicable law.

In addition, a Transferee shall have the right to assume the deceased Consultant's rights and obligations under the applicable Consultant Agreement, including the right to collect Commissions generated by Commissionable Sales registered to the Consultant's CID, subject to the conditions and requirements of this Section, the Consultant Agreement and applicable law.

However, a Transferee may not assume a Consultant's rights and obligations under an applicable Consultant Agreement if Rodan + Fields determines, in its sole discretion, that the Consultant Agreement, other Consultants, or Rodan + Fields will be adversely affected by reason of such assumption.

Appropriate legal documentation must be submitted to Rodan + Fields in connection with any transfer under this Section. Please note that should a Consultant die without a will or other testamentary instrument designating the transferee of the Consultant's interest in their Consultant Agreement, the Consultant Agreement will be automatically terminated and heirs of the deceased Consultant will not have any rights under that Consultant's Consultant Agreement. Accordingly, each Consultant should seek the assistance of their attorney to assist in the preparation of a will, trust or other testamentary instrument that will properly transfer the Consultant's interest in their Consultant Agreement.

To effect a testamentary transfer of a Consultant's interest in their Consultant Agreement upon the death of such Consultant, the Transferee must provide the following to Rodan + Fields:

- a court order appointing the executor or trustee of the estate or letters testamentary or other instruments appointing the executor or trustee of the estate; and

- written instructions from the executor or trustee of the estate specifically directing on the disposition of the Consultant's applicable interest in the Consultant Agreement. A general bequeathal of all of the Consultant's property to the transferee is not sufficient to satisfy this requirement.

In addition, when a Transferee assumes a Consultant's rights and obligations under an applicable Consultant Agreement with Rodan + Fields' approval, the Transferee will, in addition to acquiring the right to collect Commissions generated by the deceased Consultant's customers, otherwise assume all the rights and obligations of the deceased Consultant under the Consultant Agreement, provided the following requirements are met. The Transferee must:

- be eligible to be a Consultant and provide information reasonably requested by Rodan + Fields to establish such eligibility;

- comply with the terms and provisions of the Consultant Agreement.

In the case of a Transferee that is a trust, these requirements may be satisfied by the trustee on behalf of the beneficiaries who would not otherwise meet the eligibility and qualification requirements to become a Consultant. In the event that the Consultant wishes to appoint a trustee on behalf of their minor child(ren), the trust may stay in effect only until the oldest child becomes eighteen (18) and is otherwise eligible to assume the Consultant Agreement.

A Consultant Agreement is reliant on the leadership ability of the individual Consultant; therefore if a Consultant's interest in a Consultant Agreement is bequeathed to joint devisees who desire to assume the Consultant's rights and obligations under such Consulting Agreement, they must form a Business Entity, identifying the person responsible for the entity's operation and submit a properly completed and signed Business Entity Registration Form and otherwise comply with all of the requirements for a Business Entity, as set forth in these Policies and Procedures. Rodan + Fields will issue all Commission payments and any necessary tax documents to the new Business Entity.

14e (ii): Incapacity

Upon the incapacity of a Consultant, the Consultant's agent, attorney-in-fact, or legal representative (each of such persons referred to herein as an "Agent") may act on behalf of such Consultant under an applicable Consultant Agreement, subject to the conditions and requirements of this Section and applicable law. However, an Agent may not act on behalf of a Consultant under the applicable Consultant Agreement if Rodan + Fields determines, in its sole discretion, that the Consultant Agreement, other

Consultants, or Rodan + Fields will be adversely affected by reason of such action; provided, however, that Rodan + Fields' exercise of such discretion shall be subject to any limitations under applicable law.

Appropriate legal documentation must be submitted to Rodan + Fields in connection with any action by an Agent under this Section. Accordingly, each Consultant should consult their attorney to assist in the preparation of a power of attorney or other legal instrument that will authorize an Agent to act on behalf of such Consultant under their Consultant Agreement.

In order for an Agent to act on behalf of an incapacitated Consultant, the Agent must provide the following to Rodan + Fields:

- the power of attorney or other legal instrument authorizing the Agent to act on behalf of the Consultant under their Consultant Agreement, in a form acceptable to Rodan + Fields; and

- such other documents as Rodan + Fields may require in its sole discretion, including, without limitation, an affidavit from the Agent stating that the power of attorney or other legal instrument remains effective at the time it is presented to Rodan + Fields and/or an indemnification agreement from the Agent.

14f. All Other Transfers by Consultants Prohibited:

Except as expressly permitted by this Section 14 with Rodan + Fields' prior written approval, Consultants shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Consultant Agreement, or any rights or obligations under the Consultant Agreement. Any purported assignment of the Consultant Agreement, including for the sale, transfer, delegation or other disposition of the Consultant Agreement, except as permitted herein, will be null and void.

SECTION 15: TERMINATION AND SUSPENSION

15a. Voluntary Termination:

A Consultant has the right to terminate the Consultant Agreement (and thereby end the Consultant Agreement) at any time regardless of the reason. Consultants who voluntarily terminate must begin the termination process by completing and submitting a Termination Notice Form, as found in the Library, or by submitting a properly completed and signed Termination Notice Form to the Sales Support Department at SalesSupport@rodanandfields.com that will be effective when received and processed by Rodan + Fields. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) A Consultant may also voluntarily terminate the Consultant Agreement by electing not to renew as described in Section 5k. In

addition, failure to renew the Consultant Agreement is considered voluntary termination, as described in Section 5k.

15b. Involuntary Termination:

In addition to the imposition of any remedial action described in Section 16, Rodan + Fields reserves the right to terminate the Consultant Agreement of any Consultant who, in the reasonable judgment of Rodan + Fields, fails to provide required information including, but not limited to, Social Insurance Number or Tax Identification Number or has violated the terms of the Consultant Agreement, or for acts or omissions which Rodan + Fields reasonably deems to be harmful to the interests of other Consultants, Customers or Rodan + Fields. Comments or social media posts that state, hint at, or allude to the fact that a Consultant is no longer an R+F Independent Consultant will be considered a public announcement of the termination of their Consultant Agreement with R+F. Consultants should recognize that the previously stated action may, without limitation, result in a notice of non-compliance and/or where appropriate, termination of the Consultant Agreement. Involuntary termination shall be effective upon Rodan + Fields' notice to Consultant.

In addition, Rodan + Fields reserves the right at any time to terminate for convenience in its sole discretion the Consultant Agreement upon thirty (30) days' written notice. Rodan + Fields shall not be required to have any reason nor to prove any cause in order to terminate any Consultant Agreement with any Consultant. If and when any Consultant Agreement with any Consultant is terminated, the Consultant shall have no claim against Rodan + Fields, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect lost profits, lost opportunities or any other damages. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation, any right to reasonable notice of termination of the contractual relationship.

15c. Effect of Termination:

Upon the voluntary or involuntary termination of a Consultant Agreement, the former Consultant shall have no right, title, claim or interest to the Consultant Agreement or to the opportunity to receive any Commissions under the Consultant Agreement from any Commissionable Sales after such expiration or termination of the Consultant Agreement. A Consultant whose Consultant Agreement is terminated will lose all rights to participate in or benefit from the Program. This loss includes the loss of the right to sell the R+F Products, use any R+F Trademarks or other R+F Content for any purpose, and the right to receive future Commissions. In the event of termination, all licenses granted to the Consultant hereunder, if any, shall automatically terminate, and the terminated Consultant agrees to waive all rights, if any, they may have, including but not limited to, property rights, if any, to any Commissions.

Former Consultants shall not hold themselves out as Consultants and shall not have the right to sell the R+F Products or otherwise participate in the Program. Consultants whose Consultant Agreements are terminated shall receive Commissions for the last full Commission Period in which they were active and qualified prior to termination (less any amounts withheld during any suspension preceding an involuntary termination, any outstanding balance that may exist on the Consultants' accounts, or any other amounts that may be owed to Rodan + Fields). For information regarding inactive RF Payday Accounts and unclaimed Commissions and credits, refer to Section 12e. Rodan + Fields will not be liable to any Consultant for damages of any kind solely as a result of the Company terminating a Consultant Agreement in accordance with the terms set forth herein or a Consultant voluntarily terminating their Consultant Agreement, and termination of the Consultant Agreement will be without prejudice to any other right or remedy of Rodan + Fields under the Consultant Agreement or applicable law.

Upon any expiration or termination of the Consultant Agreement, the following sections of these Policies and Procedures shall survive and continue: Sections 2, 3b, 5i (with respect to Beneficial Owners' obligations related to their respective Business Entities), 6g, 6j, 6k, 6m, 6n (with respect to each of 6m and 6n, any Confidential Information or Customer Data retained by Consultants after termination), 6p, 6q, 6r, 11a, 11d, 11h, 12c, 13, 14f, 15c, 16, 17 and 18i.

15d. Cessation of Business:

Rodan + Fields expressly reserves the right to terminate all Consultant Agreements upon thirty (30) days' written notice (or upon such shorter notice as required by unforeseen circumstances) in the event it elects to: (i) cease business operations; (ii) dissolve as a business entity; or (iii) terminate distribution of its products via direct selling.

SECTION 16: REMEDIAL ACTIONS, GRIEVANCES, AND COMPLAINTS

16a. Remedial Actions:

A violation of the Consultant Agreement, or any act or omission that Rodan + Fields determines in its sole discretion may damage its reputation or goodwill, by a Consultant, or their employees, independent contractors or agents, may be considered a breach of the Consultant Agreement. Rodan + Fields will provide a notice of breach and a reasonable opportunity to cure the same, except that in instances where Rodan + Fields reasonably determines in its sole discretion that such breach is egregious and/or is not capable of being cured within a reasonable cure period, and/or is part of a repeated pattern of breaches, Rodan + Fields reserves the right to immediately terminate the Consultant Agreement upon notice. Measures Rodan + Fields may take could include one or more of the following:

- a notice email or telephone call;

- issuance of a written warning letter to the offending Consultant;
- requiring the offending Consultant to take immediate corrective measures;
- the withholding of all or part of the offending Consultant's Commissions or as a result of Rodan + Fields' determination that such withholding is required in light of the circumstances. If the Consultant Agreement is ultimately terminated, the Consultant will not be entitled to recover any Commissions withheld during the investigation period;
- suspension of the offender's Consultant Agreement, including suspension of payment of Commissions for one or more Commission Periods;
- involuntary termination of the offender's Consultant Agreement;
- any other measure permitted by applicable law, whether expressly allowed within any provisions of the Consultant Agreement or which Rodan + Fields deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the offending Consultant's policy violation or contractual breach; and
- in situations deemed appropriate by Rodan + Fields, the Company may institute legal proceedings for monetary and/or equitable relief.

16b. Grievances and Complaints:

When a Consultant has a grievance or complaint with another Consultant regarding any practices or conduct in relationship to their Consultant Agreement, it may be reported in writing to the Compliance Department by emailing compliance@rodanandfields.com. If a Consultant has a complaint of harassment or other inappropriate conduct on the part of an employee or representative of Rodan + Fields, the Consultant may file a report with the Compliance Department by emailing compliance@rodanandfields.com. The Compliance Department will review the facts and may attempt to assist the Consultant to resolve the issue.

If the issue is such that a Consultant feels threatened with serious bodily harm or believes they are the victim of financial fraud or other criminal activity, then the Consultant should contact law enforcement authorities and file a police report and also report such activity to compliance@rodanandfields.com.

SECTION 17: WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

17a. Warranty; Disclaimer:

Rodan + Fields warrants to Consultants that the R+F Products as and when delivered by Rodan + Fields shall be free from material defects. Rodan + Fields' sole obligation to

Consultants, and Consultants' sole and exclusive remedy, for breach of this warranty shall be to return any defective R+F Product and receive a replacement or refund as described in Section 10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RODAN + FIELDS HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE R+F PRODUCTS, THE PROGRAM, R+F MARKETING MATERIALS, R+F BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE CONSULTANT AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

17b. Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A CONSULTANT OR RODAN + FIELDS (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 18i)) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, DAMAGES, LOSSES, OR LOST PROFITS OR FUTURE REVENUES, ARISING OUT OF OR RELATED TO THE CONSULTANT AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE R+F PRODUCTS, THE PROGRAM, R+F MARKETING MATERIALS OR R+F BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE CONSULTANT OR RODAN + FIELDS (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION. IN JURISDICTIONS THAT GIVE FULL FORCE AND EFFECT TO LIMITATION OF LIABILITY CLAUSES, YOU AGREE THAT IN NO EVENT WILL R+F BE LIABLE TO YOU FOR ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO SIX TIMES THE AVERAGE MONTHLY COMMISSIONS YOU RECEIVED FROM R+F, OVER THE PREVIOUS TWELVE MONTHS.

17c. Indemnification:

Each Consultant agrees to indemnify, defend and hold harmless Rodan + Fields (together with its Related Parties as defined in Section 18i), its agents, other Consultants, stockholders, members, employees, directors, officers and attorneys (collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of such Consultant's

actions or inactions, or breach or alleged breach of the Consultant Agreement, including, without limitation, any terms or conditions of these Policies and Procedures.

SECTION 18: MISCELLANEOUS; DISPUTE RESOLUTION

18a. Severability:

If any provision of the Consultant Agreement is determined to be invalid or unenforceable, in whole or in part, such provision shall be reformed only to the extent necessary to make it enforceable, and the remaining part of such provision and all other provisions of the Consultant Agreement will continue in full force and effect to the maximum extent possible so as to effect the intent of the parties, or if incapable of such reform, only such limited portion of the provision that is held to be void or unenforceable shall be deleted from the Consultant Agreement, and the remainder of the Consultant Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect.

18b. Waivers:

The waiver by either party of a breach of or a default under any provision of the Consultant Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Consultant Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18c. Governing Law:

The Consultant Agreement, which includes the Policies and Procedures, is to be construed in accordance with and governed by the laws of the Province or Territory in which the Consultant resides without regard to choice of law or conflict of law principles. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy or action that is not subject to Arbitration, shall be in the Superior Court of the Province or Territory in which the Consultant resides to the exclusion of all other venues and forums and the Consultant hereby waives any and all objections to such venue, including personal jurisdiction and forum non-conveniens.

This Consultant Agreement is intended to govern the terms and conditions that apply to Rodan + Fields Consultants for whom Canada is their Home Country, regardless of any individual's residence or sales territory. To the extent that any provision of this Consultant Agreement is not enforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be stricken from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

None of the provisions of these Policies & Procedures shall operate to prevent access to any applicable statutory complaint or investigation process.

18d. Right to Use Third Parties:

Notwithstanding anything to the contrary in the Consultant Agreement, Rodan + Fields may use Consultants or other contractors in connection with the performance of its obligations and the exercise of its rights under the Consultant Agreement.

18e. Force Majeure:

Rodan + Fields will not be liable to any Consultant for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, or inability to obtain raw materials, supplies, equipment or power needed to perform hereunder.

18f. Interpretation:

For purposes of interpreting the Consultant Agreement: (i) headings are for reference purposes only and will not be deemed a part of the Consultant Agreement; (ii) unless the context otherwise requires, the singular includes the plural and the plural includes the singular; (iii) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder," and other words of similar import refer to the Consultant Agreement as a whole and not to any particular section or paragraph; and (iv) the words "include" and "including" shall not be construed as terms of limitation and shall therefore mean "including but not limited to" and "including without limitation."

18g. Entire Agreement:

The Consultant Agreement, along with all documents incorporated by reference, in their current form and as amended by the Company in its sole discretion, constitute the entire agreement of the parties hereto with respect to its subject matter. The Consultant Agreement supersedes all previous, contemporaneous, or inconsistent agreements, negotiations, representations and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements or understandings except as provided herein.

18h. Notices:

Except as otherwise expressly set forth in the Consultant Agreement, all notices required or permitted by the Consultant Agreement shall be in writing and sent to the party to be notified. Notices to Rodan + Fields shall be sent to Rodan & Fields Beauty,

LLC, 3001 Bishop Dr #450, San Ramon, CA 94583, Attention: Legal, or by email to Legal@rodanandfields.com. Notices to a Consultant shall be sent via email to the email address on the applicable Consultant Application or updated Consultant account profile or by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail.

18i. Dispute Resolution – Arbitration and Class Action Waiver:

THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS A CONSULTANT MAY HAVE AGAINST RODAN + FIELDS, OR CLAIMS RODAN + FIELDS MAY HAVE AGAINST A CONSULTANT, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 18i OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE CONSULTANT AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE CONSULTANT AGREEMENT OR THE CONSULTANT AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE CONSULTANT AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 18i IS UNENFORCEABLE.

Any controversy, claim or dispute of whatever nature arising between Consultant, on the one hand, and Rodan + Fields and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Consultant Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the R+F Products, or the commercial, economic or other relationship of Consultant and Rodan and Fields and/or the Related Parties (for purposes of this Section 18i, each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided in this Section 18i.

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and

thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute.

At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to the ADR Chambers for a mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to the ADR Chambers. In such case, the parties shall cooperate with the ADR Chambers and with one another in selecting a mediator from the ADR Chambers panel of neutrals and in promptly scheduling the mediation proceedings and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone/videoconference, in accordance with the then-prevailing ADR Chambers' mediation procedures and this Section, which shall control.

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for disputes in excess of $2,000,000, a panel of three (3) arbitrators, in the Province or Territory in which the Consultant resides, or at such other mutually convenient place as the parties may agree in writing, in accordance with the then-prevailing ADR Chambers' Arbitration Rules which are available at: http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules/. Copies of the ADR Chambers' commercial arbitration rules and mediation procedures will also be mailed to Consultants upon request to Rodan + Fields' Customer Service Department. Copies of the ADR Chambers' Commercial Arbitration Rules and Mediation Procedures will also be forwarded to the Consultant upon request. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision in Section 17b herein, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the Province or Territory in which the Consultant resides without regard to choice of law or conflict of law principles. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy or action that is not subject to the arbitration shall be in the Superior Court of the Province or Territory in which the Consultant resides to the exclusion of all other venues and forums and the Consultant hereby waives any and all objections to such venue including personal jurisdiction and forum non-conveniens.

THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE

OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION. The parties agree that Rodan + Fields has valuable trade secrets and proprietary and confidential information. The parties agree to take all necessary steps to protect from public disclosure such trade secrets and proprietary and confidential information.

A. Notwithstanding the rules of the ADR Chambers, unless otherwise stipulated by the parties, the following shall apply to all Arbitration proceedings:

    a. The laws of the Province or Territory in which the Consultant resides shall govern on all matters relating to or arising from these Policies & Procedures, without regard to principles of conflicts of law;

    b. The Arbitration hearing shall commence no later than 180 days from the day on which the Arbitrator/panel is appointed and shall last no more than five business days;

    c. The Parties shall be allotted equal time to present their respective cases, including cross-examinations;

    d. The Arbitration shall be brought on an individual basis and not as part of a class or consolidated action;

    e. The parties specifically waive their rights to trial by jury or by any court except as expressly provided herein;

    f. The Arbitration shall be located in a location reasonably accessible to the Consultant; however, the judgment on the award may be entered in any court having jurisdiction thereon;

    g. The Arbitrator/panel shall have complete discretion over the discovery and production process except that the ADR Chambers may not administer any multiple claimant or class arbitration. In this regard, the parties specifically agree that they may bring disputes against the other party only in an individual capacity and not as a class member in any purported class or representative proceeding, including without limitation, any class action or class arbitration. The Arbitrator/panel shall not combine or consolidate more than one party's claim without the written consent of all affected parties to an Arbitration proceeding. The ADR Chambers may not administer any multiple claimant or class arbitration as the parties specifically agree that

the Arbitration shall be limited to the resolution only of individual claims;

h. The Arbitrator shall have the authority to order or continue injunctive relief and to make a permanent order granting such relief.

i. The parties agree that the Arbitrator/panel is without authority to:

   i. Award relief in excess of what these Policies & Procedures provide;

   ii. Award consequential or punitive damages or any other damages not measured by the prevailing party's actual, direct damages; or

   iii. **Order consolidation or class arbitration, consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.**

j. Each party to the Arbitration shall be responsible for its own costs and expenses of Arbitration including legal and filing fees provided however that the Arbitrator will have discretion to award legal fees and costs to the prevailing party;

k. The decision of the Arbitrator shall be final and binding on the parties and such decision may, if necessary, be reduced to a judgment in a court to which the parties have consented to jurisdiction as set forth herein. These Policies & Procedures to Arbitrate shall survive the cancellation or termination of the Consultant Agreement;

l. The Parties and the Arbitrator/panel shall maintain the confidentiality of the Arbitration proceedings and shall not disclose to third parties:

   i. The substance of, or basis for, the controversy, dispute or claim;

   ii. The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;

   iii. The pleadings, or the content of any pleadings, or exhibits thereto, filed in any Arbitration proceeding;

   iv. The content of any testimony or other evidence presented at an Arbitration hearing or obtained through discovery in Arbitration;

   v. The terms or amount of any Arbitration award or;

   vi. The rulings of the Arbitrator/panel on the procedural and/or substantive issues involved in the case.

B. **Notwithstanding the foregoing, nothing in the Policies & Procedures shall prevent either party from applying to and obtaining from any**

court to which the parties have consented to jurisdiction as set forth in these Policies & Procedures, a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets and/or confidential information including but not limited to enforcement of any restrictive covenants herein.

C. Either party may initiate an arbitration by providing a Notice to Arbitrate to the other:

   a. The notice must provide a description of the dispute and the relief sought to be recovered. A sample of a Notice to Arbitrate can be found at https://adrchambers.com/wp-content/uploads/2017/05/Notice-of-Arbitration.pdf/;

   b. Three copies of the Notice to Arbitrate plus the appropriate filing fee must also be sent to ADR Chambers, 180 Duncan Mill Road, 4th Floor, Toronto, Ontario M3B 1Z6;

   c. A copy of the Notice to Arbitrate must be sent to the other party in accordance with the notice provisions hereof.

D. Any arbitration must be initiated within one (1) year from when such claim arises.

E. This section 18i shall survive any termination or expiration of the Consultant Agreement.

To the fullest extent allowed by law: 1) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, ADR Chambers, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Consultant, on the one hand, and R+F and any Related Parties involved on the other, except where applicable law requires that Rodan + Fields bear any costs unique to arbitration (which Rodan + Fields shall bear); and 2) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section 18i, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

Although the Consultant Agreement is made and entered into between Consultant and Rodan + Fields, Rodan + Fields' affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Consultant Agreement for purposes of the provisions of the Consultant Agreement referring specifically to

them, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Consultant and Rodan + Fields, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.

Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the parties consent to exclusive jurisdiction and venue in the courts of the Province or Territory in which the Consultant resides. The pendency of mediation or arbitration shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration.

APPENDIX A: GLOSSARY

Applicant

A potential Consultant who has submitted a Consultant Application that is under consideration by Rodan + Fields and has not yet been accepted or rejected by Rodan + Fields.

Authorized Country

An Authorized Country is a country in which Rodan + Fields has established and conducts direct selling operations, as defined in Section 5n(i). See Sections 5m and 5n of the Policies and Procedures for further details regarding the states, territories or provinces where Rodan + Fields conducts its operations.

Beneficial Owner

Any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has:

- voting power which includes the power to vote, or to direct the voting of, the Business Entity's ownership interest; and/or

- investment power which includes the power to dispose, or to direct the disposition of, such ownership interest.

Business Days

Monday through Friday, excluding holidays observed by Rodan + Fields.

Business Entity

A corporation, limited liability company or partnership that has submitted a properly completed Business Entity Registration Form that has been approved by Rodan + Fields, as further described and defined in Section 5i.

Business Entity Registration Form

The legally binding agreement that must be properly completed, signed by a duly authorized signatory and submitted by a Business Entity and the Consultant seeking to assign their Consultant Agreement to the Business Entity, subject to approval by Rodan + Fields in its sole discretion. The Consultant must be a Beneficial Owner of the Business Entity.

Business Starter Pack

A pack that includes business building tools and R+F Product samples.

Commission Period

The timeframe for which Commissions are processed to determine which sales will be included when calculating Commissions.

Commissionable Sales

Commissionable Sales are those sales of R+F Products purchased by a Customer through the Consultant's PWS or the R+F Website where that Customer is registered with R+F under that Consultant's CID. Commissionable Sales do not include Consultant's sales of R+F Products made outside of the Consultant's PWS or R+F Website.

Commissions

Commissions are those amounts Rodan + Fields will pay to Consultant that has submitted a valid Social Security number (or equivalent in their Home Country) based on their Commissionable Sales (as defined below).

Confidential Information

The confidential and/or proprietary information of Rodan + Fields, which includes, but is not limited to, the Performance Reports and all information contained in such reports, all Customer Data, and R+F's product development plans, pricing, problem reports and performance information, marketing and financial plans and data, Customer emails, Consultant emails, contact information and training materials. For the avoidance of doubt, all information in the Reporting System is R+F Confidential Information and shall not be disclosed or made publicly available.

Consultant

Consultants, also referred to as Brand Consultants, Independent Consultants, and Independent Brand Consultants may be individuals, married couples or Business Entities that:

- have submitted a Consultant Application that has been accepted by Rodan + Fields;
- comply with the requirements of the Consultant Agreement, including the obligations set forth in the Policies and Procedures; and
- renew the Consultant Agreement annually in accordance with Policies and Procedures.

Unless otherwise specified, the term "Consultant" refers to any Consultant. Consultants are not employees of Rodan & Fields Beauty, LLC or its affiliates. A Consultant remains a

Consultant in the Program by: (i) renewing their Consultant Agreement in accordance with Section 5k above on each anniversary and acceptance of such renewal by Rodan + Fields; (ii) complying with the requirements of the Consultant Agreement; and (iii) not having an expired or terminated account status.

Consultant Application

The official application that must be properly completed and submitted to Rodan + Fields by an Applicant to apply to become a Consultant, together with the terms and conditions set forth therein and any documents incorporated therein by reference. Each Consultant Application is subject to acceptance or rejection by Rodan + Fields in its sole discretion.

Consultant Information

Each Consultant's name, address, phone number, email address, Social Security Number or Federal Tax Identification Number, date of birth and other information provided by Consultant to Rodan + Fields, including information provided in or with a Consultant Application or the equivalents of such information submitted in a Business Entity Application.

Consultantship

Consultantship, as used in these Policies and Procedures, refers to the activities of a Consultant pursuant to their Consultant Agreement.

Customer

A person, either a Preferred Customer (PC) or Retail Customer, who purchases the R+F Products for the purpose of personally using them rather than for resale to another person.

Customer Data

All data and information submitted by a Consultant, Customer or potential Customer to a Consultant or Rodan + Fields in connection with a purchase of the R+F Products, or otherwise about an identifiable Customer or potential Customer, including, without limitation, such Customer's name, address, email address, phone number, payment account information, products ordered and order volume.

Customer Identification Number (CID)

Each Consultant, Preferred Customer and Retail Customer is assigned a unique Customer Identification Number (CID) by Rodan + Fields for identification in Rodan + Fields' records and computer system. A CID must be used for any of these people or entities to identify themselves to Rodan + Fields in all correspondence with Rodan + Fields and a CID may also be required for certain transactions. A Consultant may provide their CID to Retail Customers and Preferred Customers to assist Rodan + Fields in registering such Retail Customers and Preferred Customers to the Consultant's CID for the purposes of calculating Commissionable Sales.

Customer Satisfaction Guarantee

The guarantee that Rodan + Fields offers to Customers for all R+F Products. Under the Customer Satisfaction Guarantee, if for any reason a Customer is not completely satisfied with any R+F Product, Rodan + Fields allows the Customer to return the unused portion within sixty (60) days of purchase for a full refund of the purchase price (less shipping charges). Consultants have certain responsibilities with respect to the Customer Satisfaction Guarantee.

Earnings

Earnings is the amount attributable to Commissions paid to the Consultant by Rodan + Fields, less any return adjustments related to R+F Product returns and other items as may be notified to a Consultant by Rodan + Fields in writing from time to time. Consultants may also accrue Earnings based on profit they receive directly by selling R+F Products a Consultant purchases for their direct resale to a Customer for that Customer's personal consumption (as described in Section 6i of these Policies and Procedures).

Home Country

The country in which a Consultant enrolls as defined in Section 5m of these Policies and Procedures.

Income Disclaimer

Rodan + Fields does not guarantee that Consultants participating in the Rodan + Fields Program will generate any income. As with any business, each Consultant's business results may vary. Earnings depend on a number of factors, including the area in which a Consultant is based, individual effort, business experience, diligence and leadership. Potential Consultants are urged to perform their own due diligence prior to making any decision to participate.

Library

The Library holds Rodan + Fields produced training materials, flyers, R+F Product information, event information and other communications.

Password

A unique string of numbers and/or letter characters that provides Consultants access to the R+F Website, their respective PWS and the Reporting System. The Password is required to obtain online performance history records and other information critical to the management of a Consultant Agreement. A separate and unique Password will be used to access a Consultant's RF Payday Account. Passwords are highly confidential and must not be shared with anyone. Consultants are encouraged to regularly update their passwords and use strong and unique passwords.

Payment Processor

A third party retained by Rodan + Fields to pay Commissions earned by Consultants through the Rodan + Fields Program, as defined in Section 12b of these Policies and Procedures. The Payment Processor maintains an RF Payday Account for Consultants and deposits monies owed by Rodan + Fields to Consultants into their RF Payday Accounts.

Performance Report

A report generated by Rodan + Fields that provides critical data relating to the identities of a Consultant's present or past customers, business team and their performance. All Performance Reports and the data contained therein are the Confidential Information of Rodan + Fields. For more information, see Section 6g. Performance Reports.

Personal Website (PWS)

Personalized websites are provided to all Consultants. A Personal Website (PWS) is linked to the Consultant's CID and may be used for placing Customer orders and enrolling new Preferred Customers.

Policies and Procedures

The policies, procedures, rules, guidelines and other terms and conditions set forth in the document of which this Glossary and the Code of Consultant Business Ethics are incorporated therein by reference and attached as Appendices A and B thereto are a part (as may be amended from time to time at the sole discretion of Rodan + Fields), which, together with the terms and conditions set forth in a Consultant Application accepted by Rodan + Fields, constitute the legally binding agreement between Rodan + Fields and each Consultant. Policies and Procedures are updated from time to time and all Consultants are required to review and accept all updates in order to access the

Reporting System or other Company systems. Updates are accepted by continuing to maintain a Consultant Agreement following any such update.

Preferred Customer (PC)

A Customer who purchases the R+F Products and enrolls in PC Perks auto-replenishment and loyalty program (see PC Perks Terms and Conditions located in the Library for more details).

Product Disclaimer

This is not intended to be used as a substitute for medical advice. Results may vary depending upon the individual and will depend on multiple factors including your age, gender, skin type, hair type, and condition, concomitant products used, health history, where you live (climate, humidity), lifestyle and diet. Rodan + Fields makes no guarantee as to the results that you may you experience. Rodan + Fields recommends that you consult with your physician or other qualified health care provider before beginning any product regimen or treatment.

Program

The Rodan + Fields Consultant single-level program that allows Consultants to earn Commissions on Commissionable Sales.

Renewal Fee

The Renewal Fee is the annual fee set from time to time by R+F that Consultants must pay in order to remain an active Consultant in good standing.

Reporting System

The Reporting System is an online enterprise management system designed to support a Consultant. Every Consultant has access to basic Reporting System functions which include basic business tools and reports and access to the Library that holds Rodan + Fields produced training materials, flyers, R+F Product information, event information and communications.

RF Payday Account

An RF Payday Account is a pay account (sometimes referred to as a "wallet" or "portal") that is set up for Consultants by an independent Payment Processor retained by Rodan + Fields. With the exception of certain payments made on an exception basis, all Commissions that Consultants may earn will be paid through their RF Payday Account.

R+F Business Supplies

The business supplies, such as business cards, stationery, etc., that Consultants may purchase from Rodan + Fields or its approved third-party suppliers.

R+F Content

The R+F Content includes: (i) all R+F Trademarks; (ii) all text, images, graphics and other content and materials used or displayed on or in connection with any R+F Product (or any related packaging), R+F Marketing Materials, R+F Business Supplies or the R+F Website; and (iii) the names, images and likenesses of the principals or officers or other employees of Rodan + Fields, including Dr. Katie Rodan and Dr. Kathy Fields.

R+F Marketing Materials

The advertising, marketing, and informational materials that Rodan + Fields provides for the R+F Products and the Program from time to time.

R+F Products (or Products)

Rodan + Fields skincare and haircare or other products, regimens and cosmetic tools or other products that Consultants are authorized to sell under the Consultant Agreement.

R+F Trademarks

All trademarks and service marks, whether registered or not, trade names, product names, logos and domain names or social media handles that are used or displayed on or in connection with any R+F Product (or any related packaging), R+F Marketing Materials, R+F Business Supplies or the R+F Website owned by Rodan + Fields or any parent, subsidiary or related companies. R+F trademarks and registered trademarks include but are not limited to: RODAN + FIELDS, RODAN + FIELDS Logo, RODAN & FIELDS, R+F, R+F Logo, RF (stylized), BELIEVE IN MORE. EMPOWER CHANGE., GONAKED, LIFE-CHANGING SKINCARE, PRESCRIPTION FOR CHANGE, RFGONAKED, AMP MD, MULTI-MED, MULTI-STEP SCIENCE, SOLUTION TOOL, ACTIVE HYDRATION, ACUTE CARE, LASH BOOST, R+F LASH BOOST, ENHANCEMENTS, ESSENTIALS, REDEFINE, REVERSE, SOOTHE, UNBLEMISH, RADIANT DEFENSE, RODAN + FIELDS ENHANCEMENTS, RODAN + FIELDS ESSENTIALS, RODAN + FIELDS REDEFINE, RODAN + FIELDS REVERSE, RODAN + FIELDS SOOTHE, RODAN + FIELDS UNBLEMISH, Rodan + Fields Regimen Bag Design, 3D3P, BPO2 (stylized), DECIDE TODAY HOW TOMORROW LOOKS, ELECTRI5, ENHANCEMENTS LASH BOOST, R+F ACTIVE HYDRATION SERUM, RD3, REDEFINE ACUTE CARE, RODAN + FIELDS ACTIVE HYDRATION, RODAN + FIELDS ACTIVE HYDRATION SERUM, RODAN + FIELDS CONCEPT TO COMMERCE, RODAN + FIELDS LASH BOOST, RODAN + FIELDS RECHARGE, RODAN + FIELDS REDEFINE ACUTE CARE, SPOTLESS, RODAN + FIELDS SPOTLESS, and the names and likenesses of Dr. Katie Rodan and Dr. Kathy Fields.

R+F Website

The Internet site located at the URL address www.rodanandfields.com.

Receipt of Order

Delivery of R+F Products shipped from Rodan + Fields to a Consultant, Preferred Customer or Retail Customer.

Retail Customer

A Customer who purchases the R+F Products from or through a Consultant or direct to Rodan + Fields at Retail Price.

Return Authorization Form

The form a Customer or Consultant must complete and submit to return merchandise to Rodan + Fields. See Section 10, above.

Security Breach

A breach of security or an unauthorized disclosure, access, acquisition or use of Customer Data, data on Consultants, or any Confidential Information of Rodan + Fields, including such access or acquisition as a result of theft, hacking or inadvertent error.

Termination

The non-renewal termination, or other voluntary or involuntary termination of a Consultant Agreement following which the former Consultant shall have no right, title, claim or interest to the Consultant Agreement that they operated or to the opportunity to receive any Commissions from the sales generated by such Consultant Agreement.

Unauthorized Country

An Unauthorized Country is a country in which Rodan + Fields is not conducting direct selling operations, as defined in Section 5n(iii) of these Policies and Procedures.

APPENDIX B: RODAN + FIELDS CONSULTANT CODE OF BUSINESS ETHICS

Rodan + Fields is Life-Changing Skincare™ and haircare. Our mission is to give our Customers the best skin and hair of their lives and to change lives, including through our Prescription for Change Project, which serves youth with empowerment programs where they live.

Our Independent Consultants are the face of Rodan + Fields. You represent us every day when you interact, share your story and invite people to experience R+F Products. It is important that Consultants conduct themselves in a manner that upholds the high standards of the Rodan + Fields brand.

It is our expectation that you review and uphold the R+F Consultant Code of Business Ethics. When sharing information about the R+F Products and Company programs, always communicate honestly, respectfully, accurately and with integrity.

This Code is designed to protect you, your Consultant Agreement, the Rodan + Fields brand, and, importantly, all consumers including any Customers or Consultants.

If you have any questions regarding how to best or accurately represent Rodan + Fields as a Consultant, please email Compliance@rodanandfields.com.

ACT WITH INTEGRITY AND TRANSPARENCY

- Respect the rights of Consumers and act with integrity and transparency at all times.
- Do not mislead or deceive Consumers.
- Be authentic, honest and lawful. While this code highlights important legal obligations, it does not restate all of them. You agree that when acting as an Independent Consultant for Rodan + Fields you will comply with all legal obligations that apply under your Rodan + Fields Consultant Agreement and any business you conduct under that agreement.
- When promoting R+F Products or Company programs, always identify yourself as a Rodan + Fields Independent Consultant.

BE PROFESSIONAL

- Interact respectfully with your Customers, other Consultants, Home Office employees, and anyone else you encounter in connection with your Rodan + Fields Consultantship.
- Use appropriate language when interacting with others, giving presentations and in written communications.

- Promptly address any complaint and strive to resolve the matter professionally and in good faith.

- Be mindful of the difference between what is factually correct and what may be your personal opinion or desires, or those of Consumers and/or fellow Consultants, while taking care to respect the opinions and desires of others.

- As a representative of Rodan + Fields, hold yourself to the highest standards of service to your Customers and fellow Consultants.

PURCHASE RESPONSIBLY

- Purchase reasonably and responsibly in compliance with laws prohibiting inventory loading and encourage others to do the same.

- R+F Product purchases may not be made (i) for resale by others, (ii) for sales through unauthorized channels, or (iii) to qualify for incentives unless provided for in writing by the Company.

- Always be prepared to provide a full account explaining how the R+F Products you purchased were used. The Home Office has the discretion to request this information at any time.

RESPECT IP RIGHTS

- Never use the name, likeness, photo, logo or any other property of a celebrity, company, organization or any other person or entity without their written approval or consent.

- All music, videos, images or other content, whether found on the Internet or otherwise, must be properly licensed before use in your communications.

- R+F Products may only be sold on Rodan + Fields owned and operated sites and/or via person to person transactions, and no R+F Products may be sold on any other website or e-commerce marketplace.

- Any use of the Rodan + Fields name or brand assets in support of any personal endeavors, including in books or other writings, requires Rodan + Fields advance written permission. It is expected that you will avoid any potential negative impact on Rodan + Fields from any public personal endeavors.

PROTECT CONSUMER PRIVACY

- Always safeguard and protect all information provided by a Customer or prospective Customer or any Consultant.

- The best protection you can provide is to ensure that all R+F Product purchases are conducted by the Consumer on the Rodan + Fields e-commerce system.

Rodan+Fields® does not guarantee that Consultants participating in the Commissions opportunity described in this brochure will generate any income. As with any business, each Consultant's business results may vary, and will be based on, among other factors, such Consultant's individual capacity, business experience, expertise, and motivation.

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RODAN+FIELDS