

Independent Consultant Application – USA

Please print clearly using all capital letters. Upon completion, please make a copy for your records.

ABOUT YOU

APPLICATION DATE: / /

APPLICANT NAME: _____ SOCIAL SECURITY # - -

MAILING ADDRESS: _____

PRIMARY PHONE NUMBER: _____ ALTERNATE PHONE NUMBER: _____

EMAIL: _____ DATE OF BIRTH: / /
(MM/DD/YYYY)

SPONSOR'S NAME: _____ SPONSOR'S ID NUMBER: _____

I meet all of the eligibility requirements set forth in Section 2 of the Consultant Application Terms & Conditions.

SHIPPING ADDRESS: _____

BUSINESS STARTER PACK

SELECT THE BUSINESS STARTER PACK

- BUSINESS STARTER PACK – \$75**
This pack includes business building tools and samples.
(This is the only purchase required to become a Consultant.)

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION (ALASKA RESIDENTS HAVE FIVE BUSINESS DAYS, MONTANA RESIDENTS HAVE 15 DAYS AND NORTH DAKOTA RESIDENTS AGED 65 AND OLDER HAVE 15 BUSINESS DAYS). SEE THE REVERSE SIDE OF THIS FORM FOR AN EXPLANATION OF THIS RIGHT.

PULSE BY PENNY

START YOUR PULSE BY PENNY EXPERIENCE

Your Business Starter Pack includes a limited-time subscription to our PULSE by Penny Business Management Suite (PULSE Pro) commencing your enrollment month plus the three months following your enrollment month. This state-of-the-art online system gives you powerful tools to help you grow your business by facilitating product sales, prospecting, and recruiting, enhancing downline retention and productivity, and deepening customer loyalty. A PULSE Pro subscription includes a Personal Website (PWS). Refer to the [PULSE by Penny Terms and Conditions](#) located in the Library for more details. PULSE by Penny Terms and Conditions are subject to change without notice.

PLEASE SELECT THE DOMAIN PREFIX YOU WOULD LIKE FOR YOUR RODAN + FIELDS PERSONAL WEBSITE:

- Custom: _____myrandf.com

PAYMENTS

COMMISSION PAYMENTS

Rodan + Fields has established RF Payday, an online virtual payment “wallet” for the payment of all commissions and bonuses. As a Rodan + Fields Consultant, you will be automatically enrolled in this payment program operated by an independent third party payment processor. A complete description of this payment program can be found in the Library.

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This Consultant Application (“Application”) signed by the Applicant (“You”) is subject to acceptance by Rodan & Fields, LLC (“R+F”). You agree that R+F’s acceptance of this R+F application is subject to your compliance with all of the provisions of the Consultant Agreement which consists of the terms and conditions below, including the Consultant Policies and Procedures as may be amended by R+F from time to time (the “P&P”). By signing and submitting this Application to R+F, you certify that you have reviewed and agree to the P&P in its entirety, including, without limitation, the Dispute Resolution Agreement set forth in Section 18i of the P&P, and agree to check frequently for any amendments to it, which R+F will make available on the R+F Website and/or the Library. If you refuse or are unable to comply with any provision of the Consultant Agreement, you must voluntarily terminate your Consultant Agreement. If you terminate your Consultant Agreement within 12 months of activation, pursuant to the terms of the P&P, R+F will repurchase your Business Starter Pack at 100% of its original cost (not including shipping charges, if any). You understand that the only purchase required to become a Consultant is the purchase of the Business Starter Pack for \$75. There are no other purchases necessary and no inventory requirements to become a Consultant.

1. Our Agreement.

You understand that this Application is subject to acceptance by Rodan & Fields, LLC (“R+F”). Upon acceptance, this Application, together with the P&P, which includes the Compensation Plan, and, if applicable, the Business Entity Registration Form, which are incorporated into this Consultant Agreement by reference, shall constitute the entire agreement (the “Consultant Agreement”) between R+F and the individual or Business Entity identified on the Application and/or Business Entity Registration Form, as applicable (the “Consultant”). The Consultant Agreement sets forth the rights and obligations of Consultant and R+F and contains important information about the promotion of R+F Products. Any capitalized term not otherwise defined herein has the meaning ascribed to it in the P&P. By signing and submitting this Application, Consultant represents and warrants that (i) they have read, understands, and agrees to abide by all terms of the Consultant Agreement, including without limitation the Dispute Resolution Agreement set forth in Section 18i of the P&P; (ii) that the information provided in the Consultant Application is accurate and complete; and (iii) that Consultant may perform their obligations without breach of any other agreement. The Consultant Agreement supercedes and replaces any and all prior representations, warranties, negotiations, and agreements between R+F and Consultant. As set forth in Section 2 of the P&P, R+F may at any time revise 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/or in The Insider Scoop weekly newsletter and/or posted in the Library. Except as provided in Section 18i of the P&P regarding amendments to the Dispute Resolution Agreement, any changes or additions to the Consultant Agreement will become effective 30 days after notice is provided, at which time the final amended P&P will be posted on [the R+F Website](#) and in the Library. Consultants must check the R+F Website, and/or the Library frequently for revisions or amendments to the Consultant Agreement.

2. Consultant Eligibility Requirements.

Any person seeking to become a U.S. Consultant must (i) be 18 years of age or older on the date they submit an Application; (ii) be authorized to run a business and have an address in the United States, the District of Columbia, Puerto Rico, or Guam; (iii) have a valid Social Security Number; (iv) not be in jail or prison or otherwise confined to a correctional institution; (v) not have ever been convicted or plead no contest to a felony within the past 7 years; (vi) not be a current employee, officer, or director of Guthy-Renker LLC, Nestlé Skin Health S.A. and/or their affiliates, or the spouse or registered domestic partner of any of the foregoing; (vii) not be a current employee, officer, or director of R+F, or the spouse or registered domestic partner of any of the foregoing; (viii) complete and submit an Application that is accepted by R+F; (ix) purchase a Business Starter Pack; and (x) have a valid email address and valid credit card. Consultant agrees that R+F may share their name, telephone number and email address with Consultant’s

Upline organization (those Consultants who directly or indirectly sponsored said Consultant, an “Upline”). No credit card number shall be shared with a Consultant’s Upline without separate express consent by Consultant to allow such personal information sharing. By providing their email address and telephone number, the Consultant agrees to disclose their email address and telephone number to R+F as well as to their Upline.

3. Purpose; Independent Contractor.

Consultant agrees that they are a self-employed, non-exclusive independent contractor who is authorized to market and sell R+F Products in the United States, the District of Columbia, Puerto Rico or Guam. Consultant is not, and shall not represent themselves or itself to be an employee, agent, or representative of R+F, or a purchaser of a franchise or a business opportunity. The Consultant Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between R+F and Consultant. **CONSULTANT SHALL NOT BE TREATED AS AN EMPLOYEE OF R+F FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION, FOR FEDERAL, STATE OR LOCAL TAX PURPOSES.** Consultant is solely responsible for all decisions made and all costs incurred with respect to their business and assumes all entrepreneurial and business risk. R+F makes no guarantee that there is a market for the R+F Products or that a Consultant will earn or will not lose money. Consultant’s primary focus must always be the promotion of R+F Products for consumer use. R+F discourages Consultants from focusing their efforts primarily on sponsoring others as Consultants. Consultant is not entitled to any benefits that R+F may make available to its employees. Consultant is solely responsible for payment and reporting of all income or other applicable taxes required to be made or filed with any tax authority with respect to their activities. R+F will report amounts paid to Consultant to the IRS as required by law. R+F will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker’s compensation insurance on Consultant’s behalf.

4. RF Payday

R+F has established RF Payday, an online virtual payment “wallet” for the payment of all commissions and bonuses. All R+F Consultants are automatically enrolled in this payment program which is operated by an independent third party payment processor. A complete description of this payment program can be found in the Library. Consultant authorizes R+F, or an independent payment processor acting on its behalf, to establish an RF Payday account on their behalf, or in the case of a Consultant enrolled as a business entity on behalf of the business entity, and to deposit monies owed to Consultant into the account. Should any funds be deposited erroneously into Consultant’s RF Payday account, Consultant authorizes R+F to direct its payment processor to debit or credit Consultant’s account as necessary to correct any errors.

5. Consultant Commitments.

In addition to the Consultant obligations set forth in the P&P, Consultant agrees to: (a) conduct their R+F business activities in a professional manner that reflects favorably at all times on R+F and the R+F Products; (b) avoid deceptive, misleading, and/or unethical practices; (c) make no representations, warranties, or other statements about the R+F products or business that are different from or in addition to those in the Consultant Agreement and R+F Marketing Materials; (d) make no attempt to bind R+F to any agreement, or pursue, waive, or compromise rights of R+F; (e) periodically review the R+F Website and the Library for amendments to the Consultant Agreement; and (f) otherwise comply at all times with all applicable laws, regulations and rules in addition to all terms of the Consultant Agreement. In addition, Consultant authorizes R+F to use Consultant’s name, photograph or personal story, as well as any photos, videos or other testimonial or endorsement material submitted by Consultant to the Company, in R+F promotional materials and waives any claims for remuneration for such use by R+F.

6. Business Starter Pack; R+F Marketing Materials.

To assist Consultant in marketing R+F Products, Consultant is required to purchase a Business Starter Pack. This purchase is refundable if the Business Starter Pack is returned within 12 months of activation (the 12 month requirement is not applicable to residents of Maryland, Wyoming,

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TERMS AND CONDITIONS

Massachusetts, and Puerto Rico). Consultant may not use any Marketing Materials or sales aides other than the R+F Marketing Materials (including those in the Business Starter Pack) in connection with the sale or marketing of R+F Products and/or the R+F business opportunity, except as otherwise provided by the P&P. R+F may, in its sole discretion, change or discontinue any R+F Marketing Materials at any time. While R+F may refer a Consultant to third parties who offer products and services that may be helpful in the building of a business, the Consultant is under no obligation to purchase such products or services.

7. Product Ordering and Sales; No Inventory Requirements.

There are no minimum product purchase or inventory requirements. Consultant and their Customers may purchase R+F Products through the R+F Website or through Consultants' Personal Websites (PWS), if applicable. R+F reserves the right to accept or decline any order for R+F Products, and may cancel or delay shipment of R+F Products for any reason, including without limitation if Consultant fails to make any required payment or otherwise fails to comply with the Consultant Agreement. Please refer to the P&P for details regarding ordering, shipments, and returns. Consultant may purchase R+F Products for resale to Customers in accordance with the P&P. Please refer to the P&P for terms regarding purchases for resale and information about sales tax. R+F reserves the right to communicate and do business with any Customers acquired through Consultant's efforts without restriction of any kind.

8. Customer Refunds and Returns.

Customer refunds and returns of R+F Products may be accomplished either directly through R+F or through a Consultant, as described more fully in the P&P. Consultant acknowledges that R+F offers all Customers a "Customer Satisfaction Guarantee," which includes the right to return R+F Products within 60 days of purchase for a full refund. Complete Business Starter Packs are returnable for a refund of 100% of the purchase price after 60 days and up to one year from the date of purchase if the items are resalable. Note: The one-year requirement does not apply to residents of Maryland, Wyoming, Massachusetts and Puerto Rico. Consultant authorizes R+F to deduct from any payments due to them the difference between the price paid by Consultant for any R+F Products and any refunds actually paid by R+F to Customers or credit card chargebacks processed, consistent with this policy. See the P&P for the definition of "resalable" and further details regarding product returns, refunds and chargebacks.

9. Presenting the R+F Program.

Except as otherwise provided in the P&P, Consultant agrees to use only R+F Marketing Materials when presenting R+F Products and the R+F business opportunity to become a Consultant to others and to always present the Program accurately and in its entirety. Consultant agrees to inform any potential Consultants that product sales to Customers are a requirement to receiving commissions and bonuses and to instruct potential Consultants to carefully review the Consultant Agreement, including the most recent version of the P&P. Consultant may not make any representations or claims regarding actual or potential income or earnings. For further details, refer to the P&P. If Consultant is a Business Entity, Consultant agrees that only Beneficial Owners of Consultant named in the Business Entity Registration Form will conduct sales and sponsorship activities, and that these activities shall not be conducted by any other person (including employees or contractors of the Consultant).

10. R+F Content and Confidential Information.

R+F is and shall be the sole and exclusive owner of all right, title, and interest in and to the R+F Trademarks and other R+F Content (as defined in the P&P) and all intellectual property and proprietary rights therein, subject only to the specific licenses granted to Consultant in the Consultant Agreement, and R+F expressly reserves all such rights. Except as expressly set forth in the Consultant Agreement, Consultant shall not acquire or claim any rights in any R+F Trademarks or R+F Content. Consultant shall not use or disclose any Confidential Information (as defined in the P&P) of R+F except as expressly permitted by the Consultant Agreement.

11. Warranty; Disclaimer.

R+F warrants that the R+F Products as and when delivered by R+F shall be free from material defects. The sole obligation of R+F, and Consultant's sole and exclusive remedy, for breach of this warranty shall be to return any defective R+F Product and receive a replacement or credit as described in the P&P.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, R+F 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 CONSULTING 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.

12. Dispute Resolution, Arbitration, Class Action Waiver.

PLEASE READ CAREFULLY: THE DISPUTE RESOLUTION PROVISION IN THIS SECTION 12 AND AS DESCRIBED IN FURTHER DETAIL IN SECTION 18i OF THE P&P (COLLECTIVELY THE "DISPUTE RESOLUTION AGREEMENT") AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST RODAN + FIELDS, OR CLAIMS RODAN + FIELDS MAY HAVE AGAINST YOU, WILL BE RESOLVED. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY THIS DISPUTE RESOLUTION AGREEMENT.

You understand and agree that the Dispute Resolution Agreement 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. You 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 this Section 12 is unenforceable. The Dispute Resolution Agreement is accepted by and binding on R+F without need for its signature. Consideration for the Dispute Resolution Agreement includes, without limitation, the parties' mutual agreement to arbitrate claims and R+F's agreement to consider the Application. The Dispute Resolution Agreement exists and is binding regardless of whether You and R+F enter into a Consultant Agreement or whether at some future point a Consultant Agreement is canceled or terminated.

ANY CONTROVERSY, CLAIM OR DISPUTE OF WHATEVER NATURE BETWEEN R+F AND/OR ITS RELATED PARTIES, AS DEFINED BELOW, ON THE ONE HAND, AND YOU AND/OR THE BENEFICIAL OWNERS OF A CONSULTANT THAT IS A BUSINESS ENTITY, ON THE OTHER HAND, INCLUDING BUT NOT LIMITED TO THOSE ARISING UNDER OR RELATING TO THE CONSULTANT AGREEMENT OR RELATED TO THE SALE, PURCHASE OR USE OF R+F PRODUCTS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ("DISPUTE") THAT CANNOT BE RESOLVED THROUGH NEGOTIATION OR MEDIATION AS SET FORTH IN THE P&P SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR, OR, FOR DISPUTES IN EXCESS OF \$2 MILLION, A PANEL OF THREE ARBITRATORS, IN SAN FRANCISCO, CALIFORNIA IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE P&P.

Copies of the P&P dispute resolution provision and of the JAMS Comprehensive Arbitration Rules are available for review upon request.

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 ARBITRATION PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE, OR REPRESENTATIVE RELIEF. YOU AND R+F UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY PARTY MAY BRING CLAIMS PURSUANT TO CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT

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("PAGA"), PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY PAGA CLAIMS SHALL BE EXCLUSIVELY ARBITRATED IN ACCORDANCE WITH THIS SECTION 18I, AND THE ARBITRATOR OR ARBITRAL PANEL SHALL HAVE AUTHORITY TO AWARD ANY AND ALL RELIEF AVAILABLE UNDER PAGA.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Consultant Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

Although the Consultant Agreement is made and entered into between Consultant and R+F, R+F affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Consultant Agreement for purposes of the provisions of this Consultant Agreement referring specifically to them, including this Dispute Resolution Agreement. 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 R+F, 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 parties.

13. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A CONSULTANT, R+F OR ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE R+F PRODUCTS, 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, R+F 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.

14. Indemnification.

Consultant shall indemnify, defend, and hold harmless R+F (together with its Related Parties, 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 Consultant's breach or alleged breach of the Consultant Agreement, including, without limitation, any terms or conditions of the P&P.

15. Term; Renewal; Termination.

Consultants may terminate the Consultant Agreement at any time and for any reason by submitting a properly completed and signed Termination Notice Form to R+F's Sales Support Department, as described in the P&P. Unless terminated earlier, the term of the Consultant Agreement is one year. To remain active, each Consultant must meet the requirements set forth in the P&P. Consultants must also renew their Consultant Agreement annually and the renewal must be accepted by R+F. See section 5I of the P&P for more details. Non-renewal may result in the expiration of the Consultant Agreement and the loss of Consultant's right to continue participating in the R+F Program. In addition, R+F reserves the right to terminate the Consultant Agreement or take other remedial action if R+F determines, in its sole discretion, that Consultant has violated any provision or term of the Consultant Agreement. In the event of a termination, Consultant shall permanently lose all rights to receive remuneration from R+F resulting from the activities of Consultant or Consultant's Downline organization. Upon termination, in addition to the Business Starter Pack refund, if applicable, described above, R+F will, at Consultant's request,

repurchase from Consultant R+F Products that Consultant purchased for resale within 12 months prior to the date of termination at 100% of the original net cost to Consultant, less all commissions, rebates, and bonuses paid to Consultant in connection with such products, and provided that such products are returned to the Company at the former Consultant's expense, and are owned by the Consultant and in their possession and remain in their original packaging, factory sealed, and are resalable (12 month requirement is not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico). Partial Business Starter Packs are not resalable and not eligible for refund. Consultant is responsible for shipping such products to R+F at their expense. Refer to the P&P for definition of "resalable" and additional details regarding product returns upon termination. R+F will not be liable to any Consultant for damages of any kind solely as a result of terminating the Consultant Agreement in accordance with its terms, and termination of the Consultant Agreement will be without prejudice to any other right or remedy of R+F under the Consultant Agreement or applicable law.

16. Notice of Right to Cancel.

You may **CANCEL** this application, without any penalty or obligation, within **THREE BUSINESS DAYS** from the date of this Application (**5 business days for Alaska residents, 15 days for Montana residents and 15 business days for North Dakota residents aged 65 or older**). If you cancel, any payments made by you at the time you submitted this Application will be returned within **TEN BUSINESS DAYS** following receipt by the Company of your cancellation notice. If you cancel, you must make the Business Starter Pack ("Goods") available for pick-up at your residence, in substantially as good condition as when received. Contact the R+F Sales Support Department (SalesSupport@rodanandfields.com) to make arrangements for the pick-up. If you do make the Goods available to R+F and R+F does not pick them up within 20 days of the date of your cancellation notice and request to return products, you may retain or dispose of the Goods without any further obligation. If you fail to make the Goods available to R+F, or if you agree to return the Goods to R+F and fail to do so, then you remain liable for performance of all obligations under the Application. To cancel this Application, mail or email a signed and dated letter which includes your name, your Consultant Identification Number, and the statement that "I HEREBY CANCEL THIS APPLICATION" to Rodan & Fields, LLC, 3001 Bishop Drive, Suite 450, San Ramon, CA 94583 or SalesSupport@rodanandfields.com **NOT LATER THAN MIDNIGHT** of the third business day following the date set forth above.

17. Miscellaneous.

The Consultant Agreement shall be governed by the laws of Delaware without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of Delaware, except that the Federal Arbitration Act shall govern the Consultant Agreement's Dispute Resolution Agreement, which is found in Section 18i of the P&P, without giving effect to any state law to the contrary. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator or arbitral panel to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. The Consultant Agreement may not be assigned by Consultant without the express written consent of R+F as described in the P&P, but may be freely assigned by R+F, and shall be binding on each of the parties' successors and permitted assigns. Any attempted assignment in violation of this Section or the P&P shall be void and shall subject the offending Consultant to remedial action by the Company.

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ACKNOWLEDGMENT AND AGREEMENT

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By signing and submitting this document, whether electronically or otherwise, I acknowledge that I have answered all questions truthfully and that I have read and agree to comply with all of the provisions of the Consultant Agreement as described above and in the Terms and Conditions that are included with this Application. By signing this document, I am also authorizing Rodan & Fields, LLC, or an independent payment processor acting on its behalf, to establish an RF Payday account on my behalf and to deposit monies owed to me into the account. Should any funds be deposited erroneously into my RF Payday account, I authorize Rodan & Fields, LLC to direct its payment processor to debit or credit my account as necessary to correct any errors.

CONSULTANT NAME: _____

PLEASE PRINT

SIGNATURE: _____

DATE: / /

(MM/DD/YYYY)