

INDEPENDENT CONSULTANT APPLICATION

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

ABOUT YOU

APPLICATION DATE:	/ /	(DD/MM/YYYY)
APPLICANT NAME:	ABN, IF AVAILABLE:	
MAILING ADDRESS (must be a place of residence or business):		
PRIMARY PHONE NUMBER:	ALTERNATE PHONE NUMBER:	
EMAIL:	DATE OF BIRTH:	/ /
		(DD/MM/YYYY)
SPONSOR'S NAME:	SPONSOR'S ID NUMBER:	
	<input type="checkbox"/> 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 — AUD \$95, GST INCLUSIVE.**
This pack includes business building tools and samples.
(This is the only purchase required to become a Consultant.)

PULSE

START YOUR PULSE

Your Independent Consultant account includes up to a **one-month free trial*** of the PULSE Business Management Suite, should you choose to opt in to this service. This proprietary web-based system gives you powerful tools to help you grow your business, including facilitating prospecting and enrolling, enhancing downline retention and productivity, and deepening customer loyalty. A PULSE Pro subscription also includes a personal website (PWS) with which you can sell products and enrol new Consultants. Use of PULSE is subject to the [PULSE Terms and Conditions](#) (including fees) at or in The Library on PULSE, which is available to all Consultants. PULSE Terms & Conditions are subject to change upon reasonable written notice.

IF YOU CHOOSE TO OPT IN, PLEASE DO SO BY INDICATING THE UNIQUE SITENAME YOU WOULD LIKE FOR YOUR RODAN + FIELDS PERSONAL WEBSITE:

Custom: [https://\[_____\]myrandf.com/au](https://[_____]myrandf.com/au)

By enrolling in PULSE Pro you agree that you have read and accept the PULSE Pro Terms and Conditions. You also agree that once your free trial ends, your credit card will automatically be charged a recurring monthly fee of \$29.95, inclusive of GST, until you cancel your subscription. You may cancel your PULSE Pro subscription at any time by calling Sales Support at 1800 731 860 or by logging in to www.rodanandfields.com.au, opening the Account Info page, selecting Auto-ship Status from the drop-down menu, and clicking the Cancel my PULSE subscription link.

Please note that the free trial is available only if opting in to PULSE Pro as part of Consultant enrolment, but not if you choose to subscribe after you enrol. If you do not opt in to the paid PULSE Pro service, you will still have access to the basic PULSE service. See the PULSE Terms & Conditions for details.

*Length of free trial may vary, see PULSE Terms & Conditions for details.

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 that is operated by an independent third-party payment processor. A complete description of this payment program can be found at www.rodanandfields.com/uploads/pdf/RF-payday-faq-au.pdf or in The Library on PULSE.

This Consultant Application (“Application”) signed by the Applicant (“You”) is subject to acceptance by Rodan & Fields Australia Pty Ltd (“R+F”). You agree that R+F’s acceptance of this 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 (available on the R+F Website) as may be amended by R+F from time to time (the “P&P”). You certify that you have reviewed and agreed 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, PULSE Personal Websites (PWS) 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, R+F will repurchase your Business Starter Pack at 100% of its original cost (including GST, and 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 AUD \$95 (Display price, inclusive of GST, and not including shipping charges, if any). 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 R+F. Upon acceptance, this Application, together with the P&P, the Compensation Plan, and, if applicable, the Business Entity Registration Form, which are incorporated into the 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 capitalised term not otherwise defined herein has the meaning ascribed to it in the P&P. By signing this Application, Consultant represents and warrants that (i) she or he has 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 her/his obligations without breach of any other agreement. The Consultant Agreement supersedes and replaces any and all prior representations, warranties, negotiation, written agreements and any oral statements or agreements between R+F and the Consultant, to the extent that these prior representations, warranties, negotiations and/or agreements are superseded by matters set out in the Consultant Agreement. As set forth in Section 2 of the P&P, R+F may at any time, acting reasonably and in good faith, revise the Consultant Agreement by providing notice by email and/or by posting the amendment on the R+F Website, and/or Consultants’ PULSE Personal Websites (PWS), and/or 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 publication of notice of the amendments as described in the P&P (the “Effective Date”). Consultants must check the R+F Website, PULSE Personal Websites (PWS), and/or The Library frequently for revisions or amendments to the Consultant Agreement.

2. Consultant Eligibility Requirements.

Any person seeking to become an Australian Consultant must (i) be 18 years of age or older on the date she or he submits an Application; (ii) be authorised to run a business and have an address in Australia; (iii) not be in jail or prison or otherwise confined to a correctional institution; (iv) not have ever been convicted or plead no contest to a felony within the past 7 years; (v) 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 domestic partner of any of the foregoing; (vi) not be a current employee, officer, or director of R+F, or the spouse or domestic partner of any of the foregoing; (vii) complete and submit an Application that is accepted by R+F; (viii) purchase a Business Starter Pack; and (ix) have a valid email address not already associated with an R+F Customer or Consultant account, and (x) valid credit card.

3. Purpose; Independent Contractor.

Consultant agrees that she or he is a self-employed, non-exclusive independent contractor who is authorised to market and sell R+F products in Australia. Consultant is not, and shall not represent herself, himself 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 her or his 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 her/his 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 taxes required to be made or filed with any tax authority with respect to her/his activities. R+F will report amounts paid to Consultant to the Australian Taxation Office (“ATO”) as required by law. R+F will not withhold or make payments for superannuation, 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 at www.rodanandfields.com/uploads/pdf/rf-payday-faq-au.pdf or in The Library. Consultant authorises R+F, or an independent payment processor acting on its behalf, to establish an RF Payday account on her or his 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 authorises 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 her/his R+F business activities in a professional manner that reflects favourably 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 any rights of R+F; (e) periodically review the R+F Website and PULSE Personal Websites (“PWS”) 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 authorises 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 (“Consultant Materials”) to the Company, in R+F promotional materials and waives any claims for remuneration for such use by R+F. Consultant consents to any use of the Consultant Materials by R+F, or its nominee, in any way which might otherwise, except for this consent, infringe Consultant’s moral rights in the Consultant Material.

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 containing training materials and promotion aids at the cost set forth on the Application. This purchase is refundable (including GST, and not including shipping charges, if any) if the Business Starter Pack is returned within 12 months of activation. 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, except as otherwise provided by the P&P. R+F may, at 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 her or his Customers may purchase R+F Products

through the R+F Website or through Pulse 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, for any or no reason, within 60 days of purchase for a full refund, less shipping charges. Business Starter Packs returned within 60 days of purchase (under the Customer Satisfaction Guarantee) are refundable only if all components of the Business Starter Pack are included. 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. Partial Business Starter Packs are not returnable. Consultant authorises R+F to deduct from any payments due to her/him 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. This "Customer Satisfaction Guarantee" is in addition to the rights and remedies available under the Australian Consumer Law when a product does not comply with a statutory consumer guarantee and is not intended to limit, in any way, the availability of those rights and remedies. For more information about our Satisfaction Guarantee, go to www.rodanandfields.com.au/satisfaction-guarantee.

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 the R+F business and the 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 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 the failure of their employees, contractors or agents to adhere to these Policies and Procedures.

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 licences 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. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. These rights are in addition to, and are not limited by, our 60-day Customer Satisfaction Guarantee above. Obligations of R+F, and Consultant's remedies are 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 NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT.

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 and 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 SYDNEY, NEW SOUTH WALES IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF THE RESOLUTION INSTITUTE AND AS FURTHER DESCRIBED IN THE P&P.

Copies of the P&P dispute resolution provision and of the Resolution Institute's 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.

Although the Consultant Agreement is made and entered into between Consultant and R+F, affiliates of R+F, 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 defence 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.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW AND NOT

INDEPENDENT CONSULTANT APPLICATION (CONTINUED)

TERMS AND CONDITIONS

WITHSTANDING 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.

14. Indemnification.

Consultant agrees to 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 apply for renewal of the Consultant Agreement annually and the renewal must be accepted by R+F. Please see the P&P and the Compensation Plan for further 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 business. 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, and acting reasonably 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 organisation. Upon termination, in addition to the Business Starter Pack refund 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 her/his possession and remain in their original packaging, factory sealed, and are resalable. Partial Business Starter Packs are not resalable and not eligible for refund. Consultant is responsible for shipping such products to R+F at her/his 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 TEN BUSINESS DAYS from the date of this Application. If you cancel, any payments made by you at the time you submitted this Application will be returned within THIRTY BUSINESS DAYS following receipt by the Company of your cancellation notice. If you cancel, you must make the Business Starter Pack available for pick up at your residence, in substantially as good condition as when received. Contact the R+F Sales Support Department (at salesupportau@rodanandfields.com), or by phone at 1800 731 860 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, fax 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 Pty Ltd, 58 Norwest Boulevard Suite 4.03, Level 4, Building B, Norwest NSW 2153, Fax No. 61 2 8317 1673, or salesupportau@rodanandfields.com, NOT LATER THAN MIDNIGHT of the tenth business day following the date set forth above.

17. Privacy

Consultant's personal information provided on this Application will be used to establish and maintain a relationship with Consultant, including to create/maintain an R+F account, respond to Consultant's enquiries, provide support, process orders, to make commission and bonus payments and to keep Consultant informed of new products and services. Consultant agrees that R+F may share her or his name, telephone number and email address with Consultant's Upline organisation (those Consultants who directly or indirectly sponsored said Consultant, an "Upline") and third party services providers, such as payment processors, as well as to overseas members of the R+F group of companies. No credit card number or Consultant ID shall be shared with a Consultant's Upline without separate express permission by Consultant to allow such personal information sharing. By providing her or his email address and telephone number, the Consultant agrees to the disclosure of her or his email address and telephone number to R+F as well as to her or his Upline. Further information on R+F privacy practices is in R+F Privacy Policy available at www.rodanandfields.com.au/privacy-policy including how Consultant may seek access to or correction of their personal information held by R+F and how they may make a privacy-related complaint.

18. Miscellaneous.

The Consultant Agreement shall be governed by the law of New South Wales without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of New South Wales. 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 permission 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 R+F may terminate the Consultant Agreement and/or seek other appropriate remedies against the Consultant as set out in the P&P.

ACKNOWLEDGEMENT AND AGREEMENT

By signing this document, 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 in the Terms and Conditions that are included with this Application. By signing this document, I am also authorising Rodan & Fields Australia Pty Ltd, 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 authorise Rodan & Fields Australia Pty Ltd to direct its payment processor to debit or credit my account as necessary to correct any errors.

CONSULTANT NAME:

PLEASE PRINT

SIGNATURE:

DATE: / /

(DD/MM/YYYY)

ACKNOWLEDGEMENT AND AGREEMENT