

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 26, 2015**

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**LIFEVANTAGE CORPORATION**

(Exact name of registrant as specified in its charter)

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**Colorado**

(State or other Jurisdiction of Incorporation)

**001-35647**

(Commission File Number)

**90-0224471**

(IRS Employer Identification No.)

**9785 S. Monroe Street, Suite 300, Sandy, UT 84070**

(Address of Principal Executive Offices and Zip Code)

**Registrant's telephone number, including area code: (801) 432-9000**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 29, 2015, LifeVantage Corporation (“LifeVantage” or the “Company”) announced that Darren Jensen has been appointed as the Company’s President and Chief Executive Officer effective May 18, 2015. A copy of the Company’s press release announcing this event is attached as Exhibit 99.1 and incorporated herein by reference.

Prior to joining LifeVantage, Mr. Jensen, 45, served as President-Americas from June 2014 to the present and as Chief Sales Officer from September 2012 to June 2014 at Jeunesse Global, a personal care and nutrition direct selling company. Prior to Jeunesse, from August 2011 to June 2012, Mr. Jensen served as Chief Sales Officer at Ampegy, a direct selling company focused on the energy industry. Prior to Ampegy, from 2005 to 2010, Mr. Jensen served as Executive Vice President and Corporate General Manager at Agel Enterprises, a nutritional supplements direct selling company.

On April 26, 2015, the Company entered into an employment agreement with Mr. Jensen. The employment agreement will be effective as of his employment start date, which is expected to be May 18, 2015, and will expire on the 90<sup>th</sup> day following the close of the first fiscal year in which the Company’s net revenue exceeds \$500 million, unless earlier terminated in accordance with the terms of the employment agreement or extended by mutual agreement of the parties.

Mr. Jensen’s initial annual base salary will be \$550,000. Mr. Jensen’s target bonus percentage will be 82% of his annual base salary and his maximum bonus percentage will be 150% of his annual base salary. On his employment start date, we will pay Mr. Jensen a signing bonus in the amount of \$451,000, which will be subject to forfeiture in full to the Company if, during his first year of employment, his employment with the Company is either terminated for cause or if he voluntarily terminates his employment other than for good reason. For the Company’s fiscal year ending June 30, 2016 (“FY 2016”), Mr. Jensen’s signing bonus will replace his at-target bonus and he will be eligible to receive an additional bonus award under the Company’s annual incentive plan only to the extent that performance under the annual incentive plan exceeds the relevant “Target” performance objectives. In such event, he will be eligible to receive an additional bonus award under the annual incentive plan only for performance in excess of “Target” performance objectives in an amount greater than 82% of his annual base salary and equal to or less than 150% of his annual base salary, minus \$451,000.

On his employment start date, Mr. Jensen will be awarded a restricted stock award under the Company’s 2010 Long-Term Incentive Plan (the “Plan”) for 1,000,000 shares of the Company’s common stock (the “Common Stock”). The restricted stock award will vest in full on the third anniversary of his employment start date, subject to his continued employment through such date.

Subject to approval of the Company’s Board of Directors, on or about January 2016 and when granted to other Company executive officers, Mr. Jensen will be eligible to receive performance-based restricted stock units (“RSUs”) under the Plan for the calendar 2016 - calendar 2019 performance cycle. The at-target number of RSUs will cover 125,000 shares of Common Stock per calendar year, for a total of 375,000 shares of Common Stock over three calendar years. Vesting of the RSUs will be determined based upon total shareholder return metrics unique to each vesting year based on total shareholder return determined on an absolute and relative basis over each year of the three-year performance period. The percentage of RSUs that can become vested for each one-year performance period ranges from 0% to 200% of the at-target number of RSUs, based upon achievement of total shareholder return metrics.

Beginning with FY 2016 and ending at the end of the fiscal year during which the Company first achieves annual net revenue of at least \$500 million, Mr. Jensen will be eligible to earn the following additional amounts:

- An annual incentive payment for incremental annual revenue from sales of Protandim over prior year revenue for such product in an amount equal to 3% of the positive difference between total net revenue from sales of Protandim for the most recently completed fiscal year and Baseline Revenue (as defined below); and
- An annual incentive payment for incremental annual revenue from sales of TrueScience Skin Care Regimen products over prior year revenue for such products in an amount equal to 2% of the positive difference between total net revenue from sales of TrueScience Skin Care Regimen for the most recently completed fiscal year and Baseline Revenue.

Under Mr. Jensen’s employment agreement, “Baseline Revenue” is defined as net revenue derived from sales of each of Protandim and TrueScience Skin Care Regimen for the Company’s most recently completed fiscal year. If the Company’s overall gross profit margin for a completed fiscal year falls below the overall gross profit margin for the prior fiscal year, then the annual incentive payments described above relating to such fiscal year shall be reduced by twenty-five percent (25%) for

each ten percent (10%) reduction in overall gross profit margin (with straight line interpolation applied to any decline in overall gross margin of other than ten percent (10%)).

Beginning with the Company's fiscal year ending June 30, 2017 and ending at the end of the fiscal year during which the Company first achieves annual net revenue of at least \$500 million, Mr. Jensen will be eligible to earn the following additional amounts:

- a one-time cash bonus of \$300,000 when the Company's annual net revenue exceeds \$300 million;
- a one-time cash bonus of \$400,000 when the Company's annual net revenue exceeds \$400 million; and
- a one-time cash bonus of \$500,000 when the Company's annual net revenue exceeds \$500 million (each of \$300 million, \$400 million and \$500 million, a "Revenue Milestone").

If two (or more) annual Revenue Milestones are first achieved during a single fiscal year, Mr. Jensen will be paid the sum of the bonus amounts that relate to each Revenue Milestone achieved during such year. If, following achievement of a Revenue Milestone, the Company's annual revenue for a subsequent fiscal year is less than the previously achieved Revenue Milestone, the next Revenue Milestone is voided and no bonus will be paid for achievement of such next Revenue Milestone.

The Company has also agreed to pay Mr. Jensen's expenses to relocate his household and family from the Orlando, Florida area to the Salt Lake City, Utah area. In addition, the Company will offer to manage the sale of Mr. Jensen's home in Orlando, Florida via participation in the SIRVA RiskGuard AVX program; provided, that if Mr. Jensen rejects the SIRVA offer to purchase his home, then the Company shall instead pay to Mr. Jensen a lump-sum relocation housing benefit in an after-tax amount of \$75,000 and Mr. Jensen shall be solely responsible for selling his home and for all related costs and risk.

While the employment agreement remains in effect, the Company will also pay up to \$20,000 annually to cover costs incurred by Mr. Jensen for professional assistance with respect to personal financial and tax planning and compliance.

If Mr. Jensen's employment is terminated without cause or if Mr. Jensen resigns for good reason, Mr. Jensen will be entitled to severance payments equal to six months of his annual base salary; provided, that if the termination without cause or resignation for good reason occurs within 12 months following a change in control of the Company, then the severance payments shall be equal to 12 months of his annual base salary.

The foregoing description of Mr. Jensen's employment agreement is qualified in its entirety by reference to the full text of the employment agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Employment Agreement by and between Darren Jensen and LifeVantage Corporation dated April 26, 2015*
99.1	Press release issued by the Company on April 29, 2015 announcing appointment of new Chief Executive Officer
*	Management contract or compensatory plan or arrangement

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LIFEVANTAGE CORPORATION

By: /s/ Rob Cutler

Name: Rob Cutler

Title: General Counsel

Date: April 29, 2015

## EMPLOYMENT AGREEMENT

This employment agreement (the “**Agreement**”) is entered into by and between Darren Jensen (“**you**” or “**your**”) and LifeVantage Corporation, a Colorado corporation, (the “**Company**”). This Agreement will become effective upon your acceptance (the “**Effective Date**”) and will automatically terminate on the ninetieth (90th) day following the close of the first fiscal year of the Company in which net revenue exceeds \$500 million (the “**Expiration Date**”) unless extended by mutual written agreement of the Company and you on or prior to the Expiration Date. Your employment will commence no later than June 15, 2015 or such other mutually agreeable date that may be determined (the “**Start Date**”). In consideration of the mutual covenants and promises made in this Agreement, you and the Company agree as follows:

1. **Position and Responsibilities.** As of the Start Date, you will serve as a full-time employee of the Company as the Company’s President and Chief Executive Officer (“**PCEO**”). You shall report directly to the Company’s Board of Directors (the “**Board**”). You shall have the duties, responsibilities and authority that are customarily associated with such position and such other senior management duties as may reasonably be assigned by the Board. You will devote your full time efforts, abilities, and energies to promote the general welfare and interests of the Company and any related enterprises of the Company. You will loyally, conscientiously, and professionally do and perform all duties and responsibilities of this position, as well as any other duties and responsibilities as will be reasonably assigned by the Company. At the request of the Company, you will also serve as an officer and/or member of the board of directors of any Company affiliate, without additional compensation. Your primary workplace will be located at the Company’s Utah office, currently located at 9785 S. Monroe Street, Suite 300, Sandy, Utah 84070. Nothing herein shall preclude you from (i) serving, with the prior consent of the Board, as a member of the board of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of non-competing businesses and charitable organizations, (ii) engaging in charitable activities and community affairs, and (iii) managing your personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii) and (iii) shall be limited by you so as not to materially interfere, individually or in the aggregate, with the performance of your duties and responsibilities hereunder.

2. **Base Salary.** During your employment as PCEO and while this Agreement is in effect, you will be paid an annual base salary of \$550,000 (the “**Base Salary**”) for your services as PCEO, payable in the time and manner that the Company customarily pays its employees and subject to increase or decrease at the discretion of the Board.

3. **Signing Bonus.** Upon the commencement of your employment, you will be entitled to a signing bonus in the amount of \$451,000 (the “**Signing Bonus**”). The Signing Bonus is subject to your completion of one year of employment with the Company. Should the Company terminate your employment for Cause (as defined below) or should you voluntarily resign your employment for any reason other than Good Reason (as defined below), in either case, prior to the first anniversary of the Start Date, you hereby agree to refund to the Company the entire amount of the Signing Bonus (the “**Clawback Amount**”) within ten (10) days of your termination of employment. In order to satisfy the foregoing obligation, you understand and agree that the Company may deduct up to the full amount of the Clawback Amount from any other amounts owed to you at the time of your termination of employment.

4. **Relocation Benefits.** You are required to relocate to, and maintain a residence in, the Salt Lake City, Utah area. To assist in your relocation from Orlando, Florida to the Salt Lake City area, you are entitled to receive the relocation benefits described in this Section 4, provided that you remain an employee of the Company in good standing as of the date that the particular cost or expense is incurred (the “**Relocation Benefits**”). All reimbursed expenses hereunder must be properly documented and otherwise comply with the Company’s standard expense reimbursement policy and practice. The Relocation Benefits consist of the following:

(a) **House Hunting Trips.** The Company will reimburse reasonable and customary out-of-pocket expenses for you and your spouse to travel to and from Salt Lake City, Utah for up to two trips to search for housing and temporary housing. The reimbursable expenses consist of hotel costs, airfare (coach class), and rental car. If necessary and upon discussion between you and the Board, on a short-term basis, the Company may make reasonable accommodation to you for additional flights for you and your spouse between Orlando, Florida and Salt Lake City, Utah for the purpose of house-hunting or to allow you to return to your home in Orlando, Florida until your family has relocated to Salt Lake City, Utah.

(b) **Moving Expenses.** The Company will reimburse the reasonable costs of standard group shipment of your personal belongings and household goods.

(c) **Temporary Housing Allowance.** You will be eligible to receive a temporary housing allowance for up to three (3) months after the Start Date, paid in arrears and contingent upon your continued employment for each full month thereafter, in an amount not to exceed \$5,000 per month. The after-tax amount of this payment shall be used for your actual rental

or lease payments, but if you purchase a new residence in the Salt Lake City, Utah area within this time period, this monthly allowance will terminate.

(d) **Sale of Existing Residence.** You will be eligible for the Company to manage the sale of your residence in Orlando, Florida via participation in the SIRVA RiskGuard AVX program. If you reject the SIRVA offer to purchase your Orlando residence, then the Company will pay you a lump-sum relocation housing benefit in an after-tax amount of \$75,000, and you will be solely responsible for all costs and risks related to the sale of your Orlando residence.

5. **Bonuses.** During your employment as PCEO and while this Agreement is in effect, you will be eligible to participate in the Annual Incentive Compensation (“**AIC**”) bonus plan as approved by the Board for each fiscal year of the Company. The AIC plan will be earned based on the achievement of objective or subjective criteria established and approved by the Board, which will be communicated to you within sixty (60) days of the start of each fiscal year, and will be measured at the end of each fiscal year (the “**Performance Objectives**”). Any such bonus shall be paid to you during the first three (3) months of the fiscal year that follows the applicable performance fiscal year. The bonus will be deemed to have been earned on the date of payment of such bonus and you must remain an employee of the Company through the date of payment in order to receive the bonus. Your target bonus and maximum bonus under the AIC plan will be equal to 82% and 150%, respectively, of your Base Salary as in effect on the last day of each fiscal year. You will not be eligible for a bonus under the AIC plan for the Company’s 2015 fiscal year. For the Company’s 2016 fiscal year, the Signing Bonus will replace your target bonus, and you will be eligible to receive a bonus under the AIC plan only to the extent performance under the AIC plan exceeds the applicable target Performance Objectives. In such an event, you will be eligible to receive a bonus award under the AIC plan in accordance with its terms for performance in excess of target Performance Objectives in an amount greater than 82% of Base Salary, and equal to or less than 150% of Base Salary, less \$451,000. The AIC plan does not provide for a minimum payout amount. The determinations of the Board with respect to the AIC plan will be final, binding, and conclusive on all parties.

6. **Long-Term Incentive Compensation Plan.**

(a) While you are an employee of the Company, you will be eligible to receive grants of restricted stock units, restricted stock awards, or other grants of Company equity. Such equity grants, if any, will be made in the sole discretion of the Board and will be subject to the terms and conditions specified by the Board, the Company’s stock plan, the award agreement that you must execute as a condition of any grant and the Company’s insider trading policy. If required by applicable law with respect to transactions involving Company equity securities, you agree that you shall use your best efforts to comply with any duty that you may have to (i) timely report any such transactions and (ii) to refrain from engaging in certain transactions from time to time. The Company has no duty to register under (or otherwise obtain an exemption from) the Securities Act of 1933 (or applicable state securities laws) with respect to any Company equity securities that may be issued to you.

(b) Upon your Start Date, subject to the approval of the Board, you shall be granted a Restricted Stock Grant under the Company’s 2010 Long-Term Incentive Plan of One Million (1,000,000) shares of the Company’s common stock (the “**Restricted Stock Grant**”). As a condition to receipt of the Restricted Stock Grant, you will be required to timely execute a Restricted Stock Grant Agreement in the form prescribed by the Company, which will set forth the terms and conditions of the Restricted Stock Grant. The Restricted Stock Grant will vest as to 100% of the shares on the third anniversary of the Start Date, subject to your continued employment through such date.

(c) Subject to the approval of the Board, on or about January 2016 and when granted to other Company executive officers, you will be eligible to receive a grant of performance-based restricted stock units (“**RSUs**”) for the calendar 2016 through calendar 2019 performance cycle (the “**RSU Grant**”). The at-target number of RSUs will cover 125,000 shares of the Company’s common stock per calendar year, for a total of 375,000 shares over three fiscal years. Vesting will be determined based upon total shareholder return metrics unique to each vesting year of the grant based on Total Shareholder Return (“**TSR**”) determined on an absolute and relative basis over each year of the three-year performance period. The percentage of RSUs that can become vested for each one year performance period ranges from 0% to 200% of the at-target number of RSUs, based upon achievement of TSR metrics. As a condition to receipt of the RSU Grant, you will be required to timely execute a Stock Unit Agreement in the form prescribed by the Company, which will set forth the terms and conditions of the RSU Grant.

7. **Cash Incentives for Growth in Specific Product Revenue.**

(a) Subject to the approval of the Board, beginning with fiscal year 2016 and ending at the end of the fiscal year during which the Company first achieves annual revenue of at least \$500 million, you will be eligible to earn up to the following amounts:

(i) An annual incentive payment for incremental annual revenue from sales of Protandim over prior year revenue for such product in an amount equal to 3% of the positive difference between total net revenue from sales of Protandim for the most recently completed fiscal year and Baseline Revenue (as defined below); and

(ii) An annual incentive payment for incremental annual revenue from sales of TrueScience Skin Care Regimen products over prior year revenue for such products in an amount equal to 2% of the positive difference between total net revenue from sales of TrueScience Skin Care Regimen for the most recently completed fiscal year and Baseline Revenue.

(b) Net revenue derived from sales of each of Protandim and TrueScience Skin Care Regimen for fiscal year 2015 are the initial “**Baseline Revenue**,” in each case, as applicable. Baseline Revenue shall be re-set on an annual basis to an amount equal to the annual net revenue from sales of each of Protandim and TrueScience Skin Care Regimen for each subsequent fiscal year. If the Company’s overall gross profit margin for a completed fiscal year falls below the overall gross profit margin for the prior fiscal year, then the annual incentive payments described above relating to such fiscal year shall be reduced by twenty-five percent (25%) for each ten percent (10%) reduction in overall gross profit margin (with straight line interpolation applied to any decline in overall gross margin of other than ten percent (10%)).

8. **Cash Incentives for Growth in Overall Revenue.** Subject to the approval of the Board, beginning with fiscal year 2017 and ending at the end of the fiscal year during which the Company first achieves annual revenue of at least \$500 million, you will be eligible to earn up to the following amounts: (a) a one-time cash bonus of \$300,000 when annual net revenue exceeds \$300 million; (b) a one-time cash bonus of \$400,000 when annual net revenue exceeds \$400 million; and (c) a one-time cash bonus of \$500,000 when annual net revenue exceeds \$500 million (each of \$300 million, \$400 million and \$500 million, a “**Revenue Milestone**”). If two (or more) annual Revenue Milestones are first achieved during a single fiscal year, you will be paid the sum of the bonus amounts that relate to each Revenue Milestone achieved during such year. If, following achievement of a Revenue Milestone, the Company’s annual revenue for a subsequent fiscal year is less than the previously achieved Revenue Milestone, the next Revenue Milestone is voided and no bonus will be paid for achievement of such next Revenue Milestone.

9. **Expense Reimbursement; Financial Planning and Compliance.** During your employment and while this Agreement is in effect, you will be reimbursed for all reasonable business expenses (including, but without limitation, travel expenses) upon the properly completed submission of requisite forms and receipts to the Company in accordance with the Company’s expense reimbursement policy. In addition, during your employment and while this Agreement is in effect, the Company will pay up to \$20,000 annually to cover costs incurred by you for professional assistance with respect to personal financial and tax planning and compliance. In addition, the Company will pay for your spouse to accompany you on up to two business trips or events annually (with the value of such benefits to be treated as income to you).

10. **Employee Benefit Programs.** During your employment with the Company, and except as may be provided under an employee stock purchase plan, you will be eligible to participate, on the same terms as generally provided to senior executives, in all Company employee benefit plans and programs at the time or thereafter made available to Company senior executive officers including, without limitation, any savings or profit sharing plans, deferred compensation plans, equity incentive plans, group life insurance, accidental death and dismemberment insurance, hospitalization, surgical, major medical and dental coverage, vacation, sick leave (including salary continuation arrangements), long-term disability, holidays and other employee benefit programs sponsored by the Company. The Company may amend, modify or terminate these benefits at any time and for any reason. Any change in any employee benefit program or programs applicable to all covered employees shall not constitute a material breach of the terms of the Agreement or constitute Good Reason as defined below.

11. **Termination of Employment.** Unless the Company requests otherwise in writing, upon termination of your employment for any reason, you understand and agree that you shall be deemed to have also immediately resigned from all positions as an officer (and/or director, if applicable) with the Company (and its affiliates) as of your last day of employment (the “**Termination Date**”). Upon termination of your employment for any reason, you shall receive payment or benefits from the Company covering the following: (i) all unpaid salary and unpaid vacation accrued pursuant to the paid time off policy through the Termination Date, (ii) any payments/benefits to which you are entitled under the express terms of any applicable Company employee benefit plan, (iii) any unreimbursed valid business expenses for which you have submitted properly documented reimbursement requests, and (iv) your then outstanding equity compensation awards as governed by their applicable terms (collectively, (i) through (iv) are the “**Accrued Pay**”). You may also be eligible for other post-employment payments and benefits as provided in this Agreement. To the extent needed to comply with Internal Revenue Code (the “**Code**”) Section 409A, you must as a condition of payment have experienced a “separation from service” within the meaning of Code Section 409A with respect to certain payments to be made to you on or after your Termination Date.

(a) **At-Will Employment.** Your employment with the Company is at-will and either you or the Company may terminate your employment at any time upon written notice to the other party (except that your employment shall automatically

be terminated without notice upon your death) and for any reason (or no reason), with or without Cause or Good Reason (as each are defined below), in each case subject to the terms and provisions of this Agreement.

(b) **For Cause.** For purposes of this Agreement, your employment may be terminated by the Company for “Cause” as a result of the occurrence of one or more of the following:

(i) a charge, through indictment or criminal complaint, entry of pretrial diversion or sentencing agreement, or your conviction of, or a plea of guilty or *nolo contendere* to, a felony or other crime involving moral turpitude, dishonesty or fraud, or any other criminal arrest (for example D.U.I.) which the Company, in its discretion considers inappropriate or harmful to its interests;

(ii) your refusal to perform in any material respect your duties and responsibilities for the Company or a Company affiliate or your failure to comply in any material respect with the terms of this Agreement and the Confidentiality Agreement and the policies and procedures of the Company or a Company affiliate;

(iii) fraud or deceptive or illegal conduct in your performance of duties for the Company or a Company affiliate;

(iv) your material breach of any material term of this Agreement; or

(v) any conduct by you which materially injurious to the Company or a Company affiliate or materially injurious to the business reputation of the Company or a Company affiliate.

In the event your employment is terminated by the Company for Cause you will be entitled only to your Accrued Pay and you will be entitled to no other compensation from the Company.

(c) **Without Cause.** The Company may terminate your employment without Cause at any time and for any reason with notice. If your employment is terminated without Cause and while this Agreement is in effect then, in addition to your Accrued Pay, you will be eligible to receive payments equal in the aggregate to six (6) months of your then Base Salary. The payments shall be paid to you in cash, in substantially equal monthly installments payable over the twelve (12) month period following your Termination Date, provided, however, the first payment (in an amount equal to two (2) months of such severance payments) shall be made on the sixtieth (60th) day following the Termination Date. As a condition to receiving (and continuing to receive) the payments provided in this Section 11(c) you must: (i) within not later than forty-five (45) days after your Termination Date, execute (and not revoke) and deliver to the Company a Separation Agreement in a form prescribed by the Company and such Separation Agreement shall include without limitation a release of all claims against the Company and its affiliates along with a covenant not to sue and (ii) remain in full compliance with such Separation Agreement.

(d) **Voluntary Termination.** In the event you voluntarily terminate your employment with the Company, you will be entitled to receive only your Accrued Pay. You will be entitled to no other compensation from the Company.

(e) **Death or Disability.** In the event your employment with the Company is terminated while this Agreement is in effect due to your Disability, death or presumed death, then you or your estate will be entitled to receive your Accrued Pay. For purposes of this Agreement, “Disability” is defined to occur when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

(f) **Resignation for Good Reason.** You may resign your employment from the Company for “Good Reason” subject to the terms and conditions set forth below. Your resignation for Good Reason will only be effective if the Company has not cured or remedied the Good Reason event within thirty (30) days after its receipt of your written notice (such notice shall describe in detail the basis and underlying facts supporting your belief that a Good Reason event has occurred). Such notice of your intention to resign for Good Reason must be provided to the Company within forty-five (45) days following the initial existence of a Good Reason event. Failure to timely provide such written notice to the Company or failure to timely resign your employment for Good Reason means that you will be deemed to have consented to and waived the Good Reason event. If the Company does timely cure or remedy the Good Reason event, then you may either resign your employment without Good Reason or you may continue to remain employed subject to the terms of this Agreement.

(i) You have incurred a material diminution in your responsibilities, duties or authority;



- (ii) You have incurred a material diminution in your Base Salary;
- (iii) The Company has materially breached a material term of this Agreement; or
- (iv) The Company's common stock is de-listed from trading on a Nasdaq stock market during the first year of your employment.

The foregoing Good Reason provisions in this Section 11(f) are intended to (and shall be interpreted to) comply with the Good Reason safe harbor afforded by Treasury Regulation Section 1.409A-1(n)(2)(ii).

If you resign your employment for Good Reason, then in addition to your Accrued Pay, you will be eligible to receive payments equal in the aggregate to six (6) months of your then Base Salary. The payments shall be paid to you in cash, in substantially equal monthly installments payable over the twelve (12) month period following your Termination Date, provided, however, the first payment (in an amount equal to two (2) months of such severance payments) shall be made on the sixtieth (60th) day following the Termination Date. As a condition to receiving (and continuing to receive) the payments provided in this Section 11(f) you must: (1) within not later than forty-five (45) days after your Termination Date, execute (and not revoke) and deliver to the Company a Separation Agreement in a form prescribed by the Company and such Separation Agreement shall include without limitation a release of all claims against the Company and its affiliates along with a covenant not to sue and (2) remain in full compliance with such Separation Agreement.

(g) **Termination Within Twelve (12) Months after a Change in Control.** The provisions of this Section 11(g) set forth certain terms of an agreement reached between you and the Company regarding your rights and obligations upon the occurrence of a Change in Control of the Company while this Agreement is in effect. These provisions are intended to assure and encourage in advance your continued attention and dedication to your assigned duties and your objectivity during the pendency and after the occurrence of any such event. Except if a termination of your employment by the Company without Cause or a Good Reason event has occurred during the twelve (12) month period after a Change in Control, these provisions shall terminate and be of no further force or effect beginning on the first anniversary of the occurrence of a Change in Control. As a condition to receiving (and continuing to receive) any of the payments and benefits provided in this Section 11(g) you must: (i) within not later than forty-five (45) days after your Termination Date, execute (and not revoke) and deliver to the Company a Separation Agreement in a form prescribed by the Company and such Separation Agreement shall include without limitation a release of all claims against the Company and its affiliates along with a covenant not to sue and (ii) remain in full compliance with such Separation Agreement. For avoidance of doubt, the severance payments and benefits in this Section 11(g) are not intended to be cumulative with the severance benefits provided in Sections 11(c) or 11(f), and you are not entitled to collect severance benefits under both this Section 11(g) and Sections 11(c) or 11(f).

(i) **"Change in Control"** shall mean the occurrence of any one or more of the following: (A) any merger, consolidation or business combination in which the shareholders of the Company immediately prior to the merger, consolidation or business combination do not own at least a majority of the outstanding equity interests of the surviving parent entity, (B) the sale or other disposition of all or substantially all of the Company's assets, (C) the acquisition of beneficial ownership or control of (including, without limitation, power to vote) a majority of the outstanding shares of the Company's capital stock by any person or entity (including a "group" as defined by or under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), (D) the dissolution or liquidation of the Company, (E) a contested election of directors, as a result of which or in connection with which the persons who were directors of the Company before such election or their nominees cease to constitute a majority of the Board, or (F) any other event specified by the Board.

(ii) If within twelve (12) months after a Change in Control, your employment is terminated by the Company without Cause, then in addition to your Accrued Pay, you will be eligible to receive payments equal in the aggregate to twelve (12) months of your then Base Salary. The payments shall be paid to you in cash, in substantially equal monthly installments payable over the twelve (12) month period following your Termination Date, provided, however, the first payment (in an amount equal to two (2) months of Base Salary) shall be made on the sixtieth (60th) day following the Termination Date.

(iii) If within twelve (12) months after a Change in Control, a Good Reason event has occurred and you resign your employment for Good Reason, then in addition to your Accrued Pay, you will be eligible to receive payments equal in the aggregate to twelve (12) months of your then Base Salary. The payments shall be paid to you in cash, in substantially equal monthly installments payable over the twelve (12) month period following your Termination Date, provided, however, the first payment (in an amount equal to two (2) months of Base Salary) shall be made on the sixtieth (60th) day following the Termination Date.

(iv) Unless otherwise provided in the applicable award agreement, if, within twelve (12) months after a Change in Control, either (A) your employment is terminated by the Company without Cause, or (B) a Good Reason event has occurred and you resign your employment for Good Reason, all restricted stock awards and other equity-based awards that vest based on service granted to you by the Company shall be entitled to receive full service-based vesting credit and deemed attainment at target of all performance-based vesting milestones as of the date of the Change in Control, and the performance period with respect to all performance-based RSUs shall be deemed to have ended as of the date of the Change in Control, and the performance over such shortened performance period shall be measured as of that date, and you shall be entitled to any other rights and benefits with respect to stock-related awards, to the extent and upon the terms provided in the equity incentive plan or any agreement or other instrument attendant thereto pursuant to which such awards were granted. Notwithstanding the foregoing, in the event acceleration of the settlement or distribution date of an award would result in additional taxes and penalties under Code Section 409A, then the vesting of such award shall accelerate but settlement or distribution of award shares (or cash, if applicable) shall occur on the date(s) specified in the agreement governing the award.

12. **Limitation on Golden Parachute Payments.** Notwithstanding any other provision of this Agreement or any such other agreement or plan, if any portion of the Total Payments (as defined below) would constitute an Excess Parachute Payment (as defined below) and therefore would be nondeductible to the Company by reason of the operation of Code Section 280G relating to golden parachute payments and/or would be subject to the golden parachute excise tax (“**Excise Tax**”) by reason of Code Section 4999, then the full amount of the Total Payments shall not be provided to you and you shall instead receive the Reduced Total Payments (as defined below).

If the Total Payments must be reduced to the Reduced Total Payments, the reduction shall occur in the following order: (1) reduction of cash payments for which the full amount is treated as a Parachute Payment; (2) cancellation of accelerated vesting (or, if necessary, payment) of cash awards for which the full amount is not treated as a parachute payment; (3) cancellation of any accelerated vesting of equity awards; and (4) reduction of any continued employee benefits. In selecting the equity awards (if any) for which vesting will be reduced under clause (3) of the preceding sentence, awards shall be selected in a manner that maximizes the after-tax aggregate amount of Reduced Total Payments provided to you, provided that if (and only if) necessary in order to avoid the imposition of an additional tax under Code Section 409A, awards instead shall be selected in the reverse order of the date of grant.

For the avoidance of doubt, for purposes of measuring an equity compensation award’s value to you when performing the determinations under the preceding paragraph, such award’s value shall equal the then aggregate fair market value of the vested shares underlying the award less any aggregate exercise price less applicable taxes. Also, if two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. In no event shall (i) you have any discretion with respect to the ordering of payment reductions or (ii) the Company be required to gross up any payment or benefit to you to avoid the effects of the Excise Tax or to pay any regular or excise taxes arising from the application of the Excise Tax.

All mathematical determinations and all determinations of whether any of the Total Payments are Parachute Payments that are required to be made under this Section 12 shall be made by a nationally recognized independent audit firm selected by the Company (the “**Accountants**”), who shall provide their determination, together with detailed supporting calculations regarding the amount of any relevant matters, both to the Company and to you. Such determination shall be made by the Accountants using reasonable good faith interpretations of the Code. The Company shall pay the fees and costs of the Accountants which are incurred in connection with this Section 12.

“**Excess Parachute Payment**” has the same meaning provided to such term by Treasury Regulation Section 1.280G-1 Q/A-3.

“**Parachute Payment**” has the same meaning provided to such term by Treasury Regulation Section 1.280G-1 Q/A-2.

“**Reduced Total Payments**” means the lesser portion of the Total Payments that may be provided to you instead of the Total Payments. The Reduced Total Payments shall be the maximum amount from the Total Payments that can be provided to you without incurring Excess Parachute Payments.

“**Total Payments**” means collectively the benefits or payments provided by the Company (or by any person who acquires ownership or effective control of the Company or ownership of a substantial portion of the Company’s assets within the meaning of Code Section 280G and the regulations thereunder) to or for the benefit of you under this Agreement or any other agreement or plan.

13. **Proprietary Information and Inventions Agreement; Confidentiality.** You will be required, as a condition of your employment with the Company, to timely execute and comply with the Company's form of proprietary information and inventions agreement as may be amended from time to time by the Company ("**Confidentiality Agreement**").

14. **Stock Ownership Policy.** During your employment, you will be subject to the Company's executive equity ownership policy, which currently requires the Company's Chief Executive Officer to own a minimum number of shares of the Company's common stock having a value equal to six times such officer's annual base salary, subject to a buy-in period of five years.

15. **Assignability; Binding Nature.** Commencing on the Effective Date, this Agreement will be binding upon you and the Company and your respective successors, heirs, and assigns. This Agreement may not be assigned by you except that your rights to compensation and benefits hereunder, subject to the limitations of this Agreement, may be transferred by will or operation of law. No rights or obligations of the Company under this Agreement may be assigned or transferred except in the event of a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and assumes the Company's obligations under this Agreement contractually or as a matter of law. The Company will require any such purchaser, successor or assignee to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such purchase, succession or assignment had taken place. Your rights and obligations under this Agreement shall not be transferable by you by assignment or otherwise provided, however, that if you die, all amounts then payable to you hereunder shall be paid in accordance with the terms of this Agreement to your devisee, legatee or other designee or, if there be no such designee, to your estate.

16. **Governing Law; Arbitration.** To the extent not preempted by federal law, this Agreement will be deemed a contract made under, and for all purposes shall be construed in accordance with, the laws of Utah. Any controversy or claim relating to this Agreement or any breach thereof, and any claims you may have arising from or relating to your employment with the Company, will be settled solely and finally by arbitration in Salt Lake City, Utah before a single arbitrator and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that this Section 16 shall not be construed to eliminate or reduce any right the Company or you may otherwise have to obtain a temporary restraining order or a preliminary or permanent injunction to enforce any of the covenants contained in this Agreement before the matter can be heard in arbitration.

17. **Taxes.** The Company shall have the right to withhold and deduct from any payment hereunder any federal, state or local taxes of any kind required by law to be withheld with respect to any such payment. The Company shall not be liable to you or other persons as to any unexpected or adverse tax consequence realized by you and you shall be solely responsible for the timely payment of all taxes arising from this Agreement that are imposed on you. This Agreement is intended to comply with the applicable requirements of Code Section 409A and shall be limited, construed and interpreted in a manner so as to comply therewith. Each payment made pursuant to any provision of this Agreement shall be considered a separate payment and not one of a series of payments for purposes of Code Section 409A. While it is intended that all payments and benefits provided under this Agreement to you will be exempt from or comply with Code Section 409A, the Company makes no representation or covenant to ensure that the payments under this Agreement are exempt from or compliant with Code Section 409A. The Company will have no liability to you or any other party if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. In addition, if upon your Termination Date, you are then a "specified employee" (as defined in Code Section 409A), then solely to the extent necessary to comply with Code Section 409A and avoid the imposition of taxes under Code Section 409A, the Company shall defer payment of "nonqualified deferred compensation" subject to Code Section 409A payable as a result of and within six (6) months following your Termination Date until the earlier of (i) the first business day of the seventh (7th) month following your Termination Date or (ii) ten (10) days after the Company receives written confirmation of your death. Any such delayed payments shall be made without interest. Additionally, the reimbursement of expenses or in-kind benefits provided pursuant to this Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement or in-kind benefits in one taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits in any other taxable year; (2) the reimbursement of eligible expenses or in-kind benefits shall be made promptly, subject to the Company's applicable policies, but in no event later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

18. **Entire Agreement.** Except as otherwise specifically provided in this Agreement, this Agreement (and the agreements referenced herein) contains all the legally binding understandings and agreements between you and the Company pertaining to the subject matter of this Agreement and supersedes all such agreements, whether oral or in writing, previously discussed or entered into between the parties including without limitation any term sheets regarding the commencement of your employment with the Company. As a material condition of this Agreement, you represent that by entering into this Agreement or by continuing as a Company employee you are not violating the terms of any other contract or agreement or other legal obligations

that would prohibit you from performing your duties for the Company. You further agree and represent that in providing your services to the Company you will not utilize or disclose any other entity's trade secrets or confidential information or proprietary information. You represent that you are not resigning employment or relocating any residence in reliance on any promise or representation by the Company regarding the kind, character, or existence of such work, or the length of time such work will last, or the compensation therefor.

19. **Non-Competition and Non-Solicitation.**

(a) **Non-Solicitation of Employees, Independent Distributors and Other Consultants.** During your employment and for a period of two years after your employment terminates, you will not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee, independent distributor or other consultant of the Company to quit their employment or cease rendering services to the Company, unless you are specifically authorized to do so by the Company.

(b) **Non-Solicitation of Customers.** To the extent permitted under applicable law, and in order to protect the Confidential Information and preserve the Company's relationships with its prospects and customers, you agree that for a period of two (2) years after your employment with the Company ends for any reason, you will not directly or indirectly solicit any business consisting of nutritional supplements or any other product or service of the Company at the time of your termination with any prospect or customer of the Company.

(c) **Non-Competition.** You shall not, for a period of one (1) year after your employment with the Company ends for any reason, engage in, advise or consult with, or accept employment with any company, business or any entity, or contribute your knowledge to any work or activity that involves a product, process, provision of services or distribution channel (network marketing) as offered by the company, the development and/or sales of nutritional supplements, or any other product or service of the Company which is competitive with and the same as or similar to a product, process, or provision of services or distribution channel (network marketing) on which you worked or with respect to which you had access to confidential information while with the Company. Following expiration of said one-year period, you shall continue to be obligated under the confidentiality provisions of this Agreement and of your proprietary information and inventions agreement not to disclose and/or use confidential information so long as it shall remain proprietary or protectable as confidential or trade secret information. You acknowledge that this restraint is reasonable as to time and geographic limits and is necessary to protect the Company's confidential information, and that it will not unduly restrict your ability to secure suitable employment after leaving the Company.

(d) **Modification By Court.** If any court or arbitrator determines that any post-employment restrictive covenant is unreasonable in any respect, you agree that the Court may modify any unreasonable terms and enforce the agreement as modified.

(e) **Extension of Non-Compete.** For any period of time in which you are found to be in violation of any of the above non-compete or non-solicitation agreements, that period of time shall be added on to the length of the restriction or period of protection for the Company.

(f) **Notice to Subsequent Employers.** You agree that the Company may provide notice of your obligations under any provision of this Agreement to any company or future employer of yours should the Company consider it necessary for the enforcement of those obligations.

20. **Covenants.**

(a) As a condition of this Agreement and to your receipt of any post-employment benefits, you agree that you will fully and timely comply with all of the covenants set forth in this subsection (which shall survive your termination of employment and termination or expiration of this Agreement):

(i) You will fully comply with all obligations under the Confidentiality Agreement and further agree that the provisions of the Confidentiality Agreement shall survive any termination or expiration of this Agreement or termination of your employment or any subsequent service relationship with the Company;

(ii) Within five (5) days of the Termination Date, you shall return to the Company all Company confidential information including, but not limited to, intellectual property, etc., and you shall not retain any copies, facsimiles or summaries of any Company proprietary information;

(iii) You will not at any time make (or direct anyone to make) any disparaging statements (oral or written) about the Company, or any of its affiliated entities, officers, directors, employees, stockholders, representatives or agents,

or any of the Company's products or services or work-in-progress, that are harmful to their businesses, business reputations or personal reputations;

(iv) You agree that during the period of your employment with the Company and thereafter, you will not utilize any trade secrets of the Company in order to solicit, either on behalf of yourself or any other person or entity, the business of any client or customer of the Company, whether past, present or prospective. The Company considers the following, without limitation, to be its trade secrets: Financial information, administrative and business records, analysis, studies, governmental licenses, employee records (including but not limited to counts and goals), prices, discounts, financials, electronic and written files of Company policies, procedures, training, and forms, written or electronic work product that was authored, developed, edited, reviewed or received from or on behalf of the Company during period of employment, Company developed technology, software, or computer programs, process manuals, products, business and marketing plans and/or projections, Company sales and marketing data, Company technical information, Company strategic plans, Company financials, vendor affiliations, proprietary information, technical data, trade secrets, know-how, copyrights, patents, trademarks, intellectual property, and all documentation related to or including any of the foregoing; and

(v) You agree that, upon the Company's request and without any payment therefore, you shall reasonably cooperate with the Company (and be available as necessary) after the Termination Date in connection with any matters involving events that occurred during your period of employment with the Company.

(b) You also agree that you will fully and timely comply with all of the covenants set forth in this subsection (which shall survive your termination of employment and termination or expiration of this Agreement):

(i) You will fully pay off any outstanding amounts owed to the Company no later than their applicable due date or within thirty (30) days of your Termination Date (if no other due date has been previously established);

(ii) Within five (5) days of the Termination Date, you shall return to the Company all Company property including, but not limited to, computers, cell phones, pagers, keys, business cards, etc.;

(iii) Within thirty (30) days of the Termination Date, you will submit any outstanding expense reports to the Company on or prior to the Termination Date; and

(iv) As of the Termination Date, you will no longer represent that you are an officer, director or employee of the Company and you will immediately discontinue using your Company mailing address, telephone, facsimile machines, voice mail and e-mail;

(c) You agree that you will strictly adhere to and obey all Company rules, policies, procedures, regulations and guidelines, including but not limited to those contained in the Company's employee handbook, as well any others that the Company may establish including without limitation any policy the Company adopts on the recoupment of compensation.

21. **Offset.** Any severance or other payments or benefits made to you under this Agreement may be reduced, in the Company's discretion, by any amounts you owe to the Company provided that any such offsets do not violate Code Section 409A.

22. **Notice.** Any notice that the Company is required to or may desire to give you shall be given by personal delivery, recognized overnight courier service, email, telecopy or registered or certified mail, return receipt requested, addressed to you at your address of record with the Company, or at such other place as you may from time to time designate in writing. Any notice that you are required or may desire to give to the Company hereunder shall be given by personal delivery, recognized overnight courier service, email, telecopy or by registered or certified mail, return receipt requested, addressed to the Company's Vice President of Human Resources at its principal office, or at such other office as the Company may from time to time designate in writing. The date of actual delivery of any notice under this Section 22 shall be deemed to be the date of delivery thereof.

23. **Waiver; Severability.** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to by you and the Company in writing and such amendment or waiver expressly references this Section 23. No waiver by you or the Company of the breach of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar provision or condition at the same or any prior or subsequent time. Except as expressly provided herein to the contrary, failure or delay on the part of either party hereto to enforce any right, power, or privilege hereunder will not be deemed to constitute a waiver thereof. In the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the remaining portions shall be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

24. **Voluntary Agreement.** You acknowledge that you have been advised to review this Agreement with your own legal counsel and other advisors of your choosing and that prior to entering into this Agreement, you have had the opportunity to review this Agreement with your attorney and other advisors and have not asked (or relied upon) the Company or its counsel to represent you or your counsel in this matter. You further represent that you have carefully read and understand the scope and effect of the provisions of this Agreement and that you are fully aware of the legal and binding effect of this Agreement. This Agreement is executed voluntarily by you and without any duress or undue influence on the part or behalf of the Company.

25. **Key-Man Insurance.** The Company shall have the right to insure your life for the sole benefit of the Company, in such amounts, and with such terms, as it may determine. All premiums payable thereon shall be the obligation of the Company. You shall have no interest in any such policy, but you agree to cooperate with the Company in taking out such insurance by submitting to physical examinations, supplying all information required by the insurance company, and executing all necessary documents, provided that no financial obligation is imposed on you by any such documents.

**ACKNOWLEDGED AND AGREED:**

This \_\_\_ day of April, 2015.

This 26<sup>th</sup> day of April, 2015.

**LIFEVANTAGE CORPORATION**

/s/ George Metzger      /s/ Darren Jensen

By: George Metzger      Darren Jensen

Title: Chairman of the Compensation  
Committee of the Board of Directors

*Signature Page to Employment Agreement*



## **LifeVantage Appoints New Chief Executive Officer**

*Darren Jensen, Experienced Network Marketing Executive, Named Company President and Chief Executive Officer*

**Salt Lake City, UT, April 29, 2015**, LifeVantage Corporation (Nasdaq: LFDN), announced today that Darren Jensen has been named President and Chief Executive Officer for the company. Mr. Jensen's appointment is effective May 18, 2015.

Mr. Jensen most recently served as President of the Americas and Chief Sales Officer at Jeunesse Global, a personal care and nutrition network marketing company. During his tenure at Jeunesse, the company was ranked #258 on The 2014 Inc. 500 with 1788% revenue growth over a three-year period, and was the fastest growing Direct Selling Association company in America for 2014.

"LifeVantage is uniquely positioned as one of the leading product-driven business opportunities available," said Jensen. "I am honored and delighted to work together with our independent distributors to execute our vision of bringing that opportunity to the world."

Jensen brings 25 years of global network marketing and direct selling experience to LifeVantage from companies selling a variety of product types including nutritional supplements and personal care products. In addition to his tenure at Jeunesse Global, Mr. Jensen previously served in senior roles at USANA Health Sciences, Synergy Worldwide, Amway Global, and Nu Skin Enterprises. In these roles he led the development and execution of global sales, product development and service expansion strategies. He was responsible for international business development, performance improvement, and global marketing efforts in more than 100 countries within the Asia Pacific Rim, Latin America, the Caribbean, Europe, the Middle East, and Africa.

"Darren Jensen is a well-known and a respected visionary leader in the global network marketing and direct selling industry," said Garry Mauro, Chairman of the Board of Directors for LifeVantage Corporation. "The Board quickly recognized that Darren's unparalleled track record of success with leading the development and execution of business expansion and sales growth strategies makes him the right leader for LifeVantage."

### **About LifeVantage Corporation**

LifeVantage Corporation (Nasdaq: LFDN), is a science based network marketing company dedicated to visionary science that looks to transform health, wellness and anti-aging internally and externally at the cellular level. The company is the maker of Protandim®, the Nrf2 Synergizer® patented dietary supplement, the TrueScience™ Anti-Aging Skin Care Regimen, Canine Health, and the AXIO™ energy product line. LifeVantage was founded in 2003 and is headquartered in Salt Lake City, Utah.

### **Forward Looking Statements**

This document contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Words and expressions reflecting optimism, satisfaction or disappointment with current prospects, as well as words such as "believe," "hopes," "intends," "estimates," "expects," "projects," "plans," "anticipates," "look forward to" and variations thereof, identify forward-looking statements, but their absence does not mean that a statement is not forward-looking. Examples of forward-looking statements include, but are not limited to, statements we make regarding our leadership transition, future growth and distributor success. Such forward-looking statements are not guarantees of performance and the Company's actual results could differ materially from those contained in such statements. These forward-looking statements are based on the Company's current expectations and beliefs concerning future events affecting the Company and involve known and unknown risks and uncertainties that may cause the Company's actual results or outcomes to be materially different from those anticipated and discussed herein. These risks and uncertainties include, among others, those discussed in greater detail in the Company's Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q under the caption "Risk Factors," and in other documents filed by the Company from time to time with the Securities and Exchange Commission. The Company cautions investors not to place undue reliance on the forward-looking



statements contained in this document. All forward-looking statements are based on information currently available to the Company on the date hereof, and the Company undertakes no obligation to revise or update these forward-looking statements to reflect events or circumstances after the date of this document, except as required by law.

**Investor Relations Contacts:**

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Director of Investor Relations  
-Or-  
John Mills (646) 277-1254  
Partner, ICR INC

**Company Relations Contact:**

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Corporate Partnerships