

GETTING STARTED OPTIONS

RF^x Express Business Kit – \$995

This kit, valued at over \$1,800, is designed for the serious business builder. Featuring a regimen of choice for personal use, all four of our Multi-Med[®] Therapy Regimens, our popular On-the-Go Prospecting Kit complete with our Before and After flip book along with a wide range of our top selling products and critical marketing materials, our RF^x Express Kit has everything you need to begin quickly building your Rodan + Fields[®] business and help others do the same. You also receive a business portfolio and free two-day air shipping*. Kit comes packaged in the branded, reusable Consultant Business Kit Carrying Box.

INCLUDES \$45
DONATION TO THE RED
CROSS IN SUPPORT
OF HURRICANE SANDY
RELIEF EFFORTS*

- Business Portfolio
- All four Regimens (REVERSE, ANTI-AGE, UNBLEMISH and SOOTHE)
- Regimen of choice for personal use
- On the Go Prospecting Kit (includes ANTI-AGE Night Renewing Serum—60 count, ANTI-AGE Hand Treatment Regimen, ANTI-AGE Lip Renewing Serum, ENHANCEMENTS Micro-Dermabrasion Paste Packets—20 packets, Before and After flip book and Rodan + Fields custom carrying case)
- ANTI-AGE Eye Cloths
- ANTI-AGE Multi-Function Eye Cream
- ANTI-AGE Night Renewing Serum (60 count)
- ANTI-AGE Lip Renewing Serum
- ESSENTIALS Foaming Sunless Tan
- ESSENTIALS SPF 30 Body Sunscreen
- ESSENTIALS Daily Body Moisturizer
- ESSENTIALS Lip Shield SPF 25 – 2 Pack
- ESSENTIALS Maximum Vitamin D3 – 5 Pack
- ESSENTIALS Gauze Pads
- ENHANCEMENTS Micro-Dermabrasion Paste
- ENHANCEMENTS Mineral Peptides SPF 20 (Medium)
- ENHANCEMENTS Mineral Peptides Brush
- 1 copy of national bestseller *Write Your Skin a Prescription for Change*
- Rodan + Fields Product Catalog
- Pattern to Prosperity Worksheet – 50 sheets
- FREE Two Day Air Shipping**



All kits available while supplies last, contents subject to change

*Rodan + Fields will make a \$45 donation to the Red Cross for every new Consultant enrollment of 300 SV and above November 1-30, 2012.

**All enrollment orders placed Monday through Friday prior to 12 p.m. CST will ship via 2 day air on the same day as enrollment. All enrollment orders placed after 12 p.m. CST will ship via 2 day air on the following business day.

Big Business Launch Kit – \$695

This kit, valued at over \$1,300, is designed to support our BBL duplication model. Featuring a regimen of your choice, all four of our core Multi-Med Therapy Regimens, an extra top-selling ANTI-AGE Regimen, and several of our best-selling products, our BBL Kit has everything you need to successfully launch your Rodan + Fields business. You also receive a business portfolio and free two-day air shipping*. Kit comes packaged in the branded, reusable Consultant Business Kit Carrying Box.

INCLUDES \$45
DONATION TO THE RED
CROSS IN SUPPORT
OF HURRICANE SANDY
RELIEF EFFORTS*

- Business Portfolio
- All four Regimens (REVERSE, ANTI-AGE, UNBLEMISH and SOOTHE)
- Regimen of choice for personal use
- ANTI-AGE Regimen
- ANTI-AGE Night Renewing Serum (60 count)
- ANTI-AGE Lip Renewing Serum
- Rodan + Fields Product Catalog
- Pattern to Prosperity Worksheet – 50 sheets
- FREE Two Day Air Shipping**



Personal Results Kit – \$395

This kit, valued at over \$500, includes a Multi-Med Therapy regimen of your choice, our top-selling ANTI-AGE Regimen and several of our best-selling products. You also receive a business portfolio and free two-day air shipping*.

INCLUDES \$45
DONATION TO THE RED
CROSS IN SUPPORT
OF HURRICANE SANDY
RELIEF EFFORTS*

- Business Portfolio
- ANTI-AGE Regimen
- Regimen of choice for personal use
- ANTI-AGE Eye Cloths
- ENHANCEMENTS Micro-Dermabrasion Paste
- ESSENTIALS Maximum Vitamin D3 – 5 Pack
- Rodan + Fields Product Catalog
- FREE Two Day Air Shipping**



Business Portfolio – \$45

Rodan + Fields Business Portfolio takes you on a journey—learn how Dr. Rodan and Dr. Fields started the company, understand our philosophy and get to know the brand. Also included in the portfolio is the AMP IT UP Jump Drive which tells our story of how we are transforming the treatment of aging skin and why Rodan + Fields is ideally positioned to help our independent business owners capture market share as they change skin and change lives.



All kits available while supplies last, contents subject to change

*Rodan + Fields will make a \$45 donation to the Red Cross for every new Consultant enrollment of 300 SV and above November 1-30, 2012.

**All enrollment orders placed Monday through Friday prior to 12 p.m. CST will ship via 2 day air on the same day as enrollment. All enrollment orders placed after 12 p.m. CST will ship via 2 day air on the following business day.

INDEPENDENT CONSULTANT APPLICATION

Please print clearly using all capital letters. All fields with an asterisk (*) are required. Upon completion, please make a photocopy for your records and mail or fax to the corporate office with attention to Sales Support.

ABOUT YOU

*APPLICATION DATE / /

*APPLICANT NAME: *SOCIAL SECURITY # - -

*MAILING ADDRESS:

*PRIMARY PHONE NUMBER: *ALTERNATE PHONE NUMBER:

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

*SPONSOR'S NAME: *SPONSOR'S ID NUMBER:

SHIPPING ADDRESS SAME AS MAILING ADDRESS * I meet all of the eligibility requirements set forth in Section 2 of the Consultant Application Terms & Conditions.

*SHIPPING ADDRESS:

BUSINESS KITS AND PORTFOLIO

SELECT ONE OF THE BELOW: A Business Kit OR The Business Portfolio

To start my Rodan + Fields business, I would like to purchase a:

RFX EXPRESS BUSINESS KIT — \$995.00

Over \$1,800 in value, includes everything you need to begin quickly building your Rodan + Fields business and help others do the same.

PLEASE SELECT REGIMEN:

REVERSE ANTI-AGE UNBLEMISH SOOTHE

PERSONAL RESULTS KIT — \$395.00

Over \$500 in value, includes regimen of choice, one ANTI-AGE Regimen and several of our best-selling products.

PLEASE SELECT REGIMEN:

REVERSE ANTI-AGE UNBLEMISH SOOTHE

BIG BUSINESS LAUNCH KIT — \$695.00

Over \$1,300 in value, includes everything you need to successfully launch your Rodan + Fields business.

PLEASE SELECT REGIMEN:

REVERSE ANTI-AGE UNBLEMISH SOOTHE

BUSINESS PORTFOLIO — \$45.00 Takes you on a journey through the history of Rodan + Fields, the philosophy, and the brand. Also includes the training and support materials you need to get started fast. **(This is the only purchase required to become a Consultant and is optional for residents of North Dakota. Business Portfolio included in all of the Business Kits.)**

PLEASE CHARGE MY CREDIT CARD VISA MASTERCARD AMERICAN EXPRESS DISCOVER CARD

*CREDIT CARD NUMBER: *EXP. DATE: / /
(MM/YYYY)

*NAME ON CARD: *CARDHOLDER'S SIGNATURE:
(PLEASE PRINT)

*BILLING ADDRESS ASSOCIATED WITH CARD:

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

PULSE

START YOUR PULSE

Your Independent Consultant account includes a **30-day trial** of our Pulse Business Management Suite. This state-of-the-art online system gives you powerful tools to help you grow your business by facilitating prospecting and recruiting, enhancing downline retention and productivity, and deepening customer loyalty. Pulse subscription includes two personal websites (PWS), a Product site and a Business site. Refer to the Pulse Terms and Conditions located in the Pulse Business Development Library for more details. Pulse Terms and Conditions are subject to change without notice.

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

Default: [http://www.\[your first initial with your last name\].myrandf.com/.biz](http://www.[your first initial with your last name].myrandf.com/.biz)

Custom: _____myrandf.com/.biz

To subscribe to this online service, login to www.myrfpulse.com with the username and password provided to you by Sales Support once your application is processed, and click on the "Admin" tab and then "Enroll in Pulse".

ENROLL IN THE CONSULTANT REPLENISHMENT PROGRAM (CRP)

Stay on course each month with CRP. This optional program is completely customizable and is the easiest, most convenient and cost effective way to ensure you have R+F products on hand every month with a \$100 wholesale minimum monthly purchase. Refer to the CRP Terms and Conditions located in the Pulse Business Development Library for more details.

To enroll in CRP, please attach a completed *Consultant Replenishment Program (CRP) Enrollment Form* to this application, located in the Pulse Business Development Library.

I have read, understood, and will comply with Section 13 of the Policies and Procedures, which prohibits references to, or comparisons with, Proactiv® Solution in connection with the sale and marketing of Rodan + Fields Products.

*INITIAL HERE _____

THIS CONSULTANT APPLICATION ("APPLICATION") IS SUBJECT TO ACCEPTANCE BY RODAN & FIELDS, LLC ("R+F"). THE UNDERSIGNED APPLICANT ("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 AGREEMENT TO MEDIATE AND ARBITRATE AND THE R+F CONSULTANT POLICIES AND PROCEDURES AS MAY BE AMENDED BY R+F FROM TIME TO TIME (THE "P&P" AND THE R+F COMPENSATION PLAN). YOU CERTIFY THAT YOU HAVE REVIEWED THE P&P IN ITS ENTIRETY 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 PULSE BUSINESS DEVELOPMENT 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 PORTFOLIO AT 100% OF ITS ORIGINAL COST (NOT INCLUDING SALES TAX AND SHIPPING CHARGES). YOU UNDERSTAND THAT THE ONLY PURCHASE REQUIRED TO BECOME A CONSULTANT IS THE PURCHASE OF THE BUSINESS PORTFOLIO FOR \$45, PLUS SALES TAX AND SHIPPING CHARGES (PURCHASE OF A BUSINESS PORTFOLIO IS OPTIONAL FOR RESIDENTS OF NORTH DAKOTA). THERE ARE NO OTHER PURCHASES NECESSARY AND NO INVENTORY REQUIREMENTS TO BECOME A CONSULTANT. IF YOU ARE A RESIDENT OF GEORGIA AND HAVE PURCHASED AN OPTIONAL BUSINESS BUILDING KIT, YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW CERTAIN DISCLOSURES REGARDING R+F PRIOR TO SUBMITTING THIS APPLICATION. THE DISCLOSURES ARE LOCATED IN THE PULSE BUSINESS DEVELOPMENT LIBRARY.

*APPLICANT SIGNATURE _____

*DATE: _____

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/images/Archives/RFPayDay.pdf or in the Pulse Biz Dev Library.

By executing this document, I am authorizing Rodan & Fields, LLC, or an independent payment processor acting on its behalf, to establish an RF Payday account on my behalf and to deposit monies owed to me into the account. Should any funds be deposited erroneously into my RF Payday account, I authorize Rodan & Fields, LLC to direct its payment processor to debit or credit my account as necessary to correct any errors.

*CONSULTANT NAME: _____

PLEASE PRINT

*SIGNATURE: _____

*DATE: / /

(MM/DD/YYYY)

This Consultant Application ("Application") is subject to acceptance by Rodan & Fields, LLC ("R+F"). The undersigned Applicant ("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 agreement to arbitrate and the R+F Policies and Procedures as may be amended by R+F from time to time (the "P&P"). You certify that you have reviewed the P&P in its entirety 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 Pulse Business Development 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 Portfolio at 100% of its original cost (not including sales tax and shipping charges). You understand that the only purchase required to become a Consultant is the purchase of the Business Portfolio for \$45, plus sales tax and shipping charges (purchase of a Business Portfolio is optional for residents of North Dakota). There are no other purchases necessary and no inventory requirements to become a Consultant. If you are a resident of Georgia and have purchased an optional Business Building Kit, you acknowledge that you have been given the opportunity to review certain disclosures regarding R+F prior to submitting this Application. The disclosures are located in the Pulse Business Development Library.

1. Our Agreement.

I understand that this Application is subject to acceptance by Rodan & Fields, LLC ("R+F"). Upon acceptance, this Application, together with

the P&P, the Compensation Plan, and, if applicable, the Business Entity Registration Form (the "Business Entity Registration Form"), which are incorporated into the terms and conditions of 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 capitalized term used in the terms and conditions of the Consultant Agreement 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 the agreement to mediate and arbitrate set forth in Section 11 below; (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 (as defined above) supersedes and replaces any and all prior representations, warranties, negotiations, and agreements between R+F and Consultant. R+F may at any time revise the Consultant Agreement by posting the amendment on the R+F Website, and/or Consultants' Pulse Personal Websites (PWS), and/or the Pulse Business Development Library. 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 Pulse Business Development Library frequently for revisions or amendments to the Consultant Agreement.

2. Consultant Eligibility Requirements.

Any person seeking to become a Consultant must (i) be 18 years of age or older on the date she or he submits an Application; (ii) be a legal resident of the United States, the District of Columbia, Puerto Rico, or Guam; (iii) have a valid Social Security Number; (iv) not be in jail or prison or otherwise confined to a correctional institution; (v) not have ever been convicted of a felony; (vi) not be a current employee, officer, or director of Guthy-Renker Corporation and/or its affiliates, or the spouse of any of the foregoing; (vii) not be a current employee, officer, or director of R+F, or the spouse of any of the foregoing; (viii) complete and submit an Application that is accepted by R+F; (ix) purchase a Business Building Kit or Business Portfolio (purchase of a Business Portfolio is optional for residents of North Dakota); and (x) have a valid e-mail address and valid credit card.

3. Purpose; Independent Contractor.

Consultant agrees that she or he is a self-employed, non-exclusive independent contractor who is authorized to market and sell R+F Products in the 50 United States, the District of Columbia, Puerto Rico or Guam. 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 IRS as required by law. R+F will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Consultant's behalf.

4. 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 favorably at all times on R+F and the R+F Products; (b) avoid deceptive, misleading, and/or unethical practices; (c) make no representations, warranties, or other statements about the R+F Products or business that are different from or in addition to those in the Consultant Agreement and R+F Marketing Materials; (d) make no attempt to bind R+F to any agreement, or pursue, waive, or compromise any of R+F's rights; (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 authorizes R+F to use Consultant's name, photograph or personal story, as well as any photos, videos or other testimonial or endorsement material submitted by Consultant to the Company, in R+F promotional materials and waives any claims for remuneration for such use by R+F.

5. Business Portfolio; R+F Marketing Materials.

To assist Consultant in marketing R+F Products, Consultant is required to purchase a Business Portfolio containing training materials and promotion aids at the cost set forth on the Application. This purchase is fully refundable if the Business Portfolio is returned within 12 months of activation (the 12 month requirement is not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico). Additional R+F Marketing Materials and R+F Business Supplies (as defined in the P&P) are available for purchase through the RF Mall. The items available on the RF Mall are offered by a third party supplier, and R+F cannot accept any returns of such items. Please see the P&P for details. Consultant may not use any marketing materials or sales aides other than the R+F Marketing Materials (including those in the Business Portfolio) 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, in its sole discretion, change or discontinue any R+F Marketing Materials at any time. While R+F may refer

a Consultant to third parties who offer products and services that may be helpful in the building of a business, the Consultant is under no obligation to purchase such products or services.

6. 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.

7. Customer Refunds and Returns.

Customer refunds and returns of R+F Products may be accomplished either directly through R+F or through a Consultant, as described more fully in the P&P. Consultant acknowledges that R+F offers all Customers a "Customer Satisfaction Guarantee," which includes the right to return R+F Products within 60 days of purchase for a full refund. Note: Business Building Kits returned within 60 days of purchase are refundable only if returned in resalable condition. Partial Business Kits are not resalable. Consultant authorizes 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 consistent with this policy. See the P&P for the definition of "resalable" and further details regarding product returns and refunds.

8. Presenting the R+F Program.

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 only Beneficial Owners of Consultant named in the Business Entity Registration Form will conduct sales and sponsorship activities, and that these activities shall not be conducted by any other person (including employees or contractors of the Consultant).

9. R+F Content and Confidential Information.

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

10. Warranty; Disclaimer.

R+F warrants that the R+F Products as and when delivered by R+F shall be free from material defects. R+F's sole obligation, and Consultant's sole and exclusive remedy, for breach of this warranty shall be to return any defective R+F Product and receive a replacement or credit as described in the P&P. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, R+F DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE R+F PRODUCTS, THE PROGRAM, R+F MARKETING MATERIALS, R+F BUSINESS SUPPLIES AND ANY OTHER SUBJECT MATTER OF THE CONSULTING AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

11. Dispute Resolution, Arbitration.

ANY CLAIM OR DISPUTE BETWEEN OR AMONG R+F AND CONSULTANT AND/OR THE BENEFICIAL OWNERS OF A CONSULTANT THAT

IS A BUSINESS ENTITY ARISING UNDER OR RELATING TO THE CONSULTANT AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) 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 IN SAN FRANCISCO, CALIFORNIA IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE P&P.

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

All mediation and arbitration proceedings will be confidential. Although the Consultant Agreement is made and entered into between Consultant and R+F, R+F's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Consultant Agreement for purposes of the provisions of this Consultant Agreement referring specifically to them, including this agreement to arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Consultant and R+F, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A CONSULTANT, R+F OR ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE R+F PRODUCTS, PROGRAM, R+F MARKETING MATERIALS, OR R+F BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE CONSULTANT, R+F OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. 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. Without limitation of the foregoing, Consultant shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Consultant being deemed an employee, agent, or holding any status other than an independent contractor, and Consultant's tax liabilities.

14. Term; Renewal; Termination.

Consultants may cancel this Agreement at any time and for any reason by sending written notice to the Company at its principal business address. 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 will 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, that Consultant has violated any provision or term of the Consultant Agreement. In the event of a termination, Consultant shall permanently lose all rights to receive remuneration from R+F resulting from the activities of Consultant or Consultant's Downline organization. Upon termination, in addition to the Business Portfolio 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

90% 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 (12 month requirement is not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico). Partial Business Building Kits 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.

15. Notice of Right to Cancel.

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date of this Application (5 business days for Alaska residents, 15 days for Montana residents). If you cancel, any payments made by you at the time you submitted this Application will be returned within TEN BUSINESS DAYS following receipt by the Company of your cancellation notice. If you cancel, you must make the Business Portfolio and, if applicable, the Business Building Kit ("Goods") available for pick up at your residence, in substantially as good condition as when received. 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, 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 transaction, 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 TRANSACTION" to Rodan & Fields, LLC, 111 Maiden Lane, Suite 400, San Francisco, CA 94108, Fax (415) 273-8039 or SalesSupport@rodanandfields.com NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

16. Miscellaneous.

The Consultant Agreement shall be governed by the law of California without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of California. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator 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 shall be void and shall subject the offending Consultant to remedial action by the Company.

PC Perks Enrollment Form

Insider information, special pricing, superior service ... Preferred Customers have perks.
Enroll in the Rodan + Fields® PC Perks program to become a Preferred Customer and receive:

- 10% off* all Rodan + Fields products, all the time
- Free shipping on regularly scheduled orders
- Enhanced Customer Service including our exclusive PC Perks hotline
- Exclusive Preferred Customer promotions

Activate all these perks and the convenience of timely automatic delivery of your favorite Rodan + Fields products with a one-time enrollment fee of \$19.95 and your first purchase of \$80.00 or more.

QTY	ANTI-AGE	PC PRICE
	ANTI-AGE Regimen for Wrinkles, Pores and Loss of Firmness	174 .00
	Lucky and Lovely PerSKINality Kit	300.00
	Expressionist PerSKINality Kit	300.00
	Age Assault Kit	300.00
	ANTI-AGE AMP MD System Refill	96.00
	AMP MD Purification Tablets (16-Pack)	16.00
	Daily Cleansing Mask	36.00
	Pore Minimizing Toner	42.00
	Triple Defense Treatment SPF 30	72.00
	Overnight Restorative Cream	66.00
	Night Renewing Serum	80.00
	Lip Renewing Serum	48.00
	Eye Cloths	26.00
	Multi-Function Eye Cream	53.00
	Hand Treatment Regimen	60.00
	Brightening Hand Treatment	29.00
	Age Shield Hand Balm SPF 30	38.00

QTY	REVERSE	PC PRICE
	REVERSE Regimen for Brown Spots, Dullness, and Sun Damage	144.00
	Sunny Side Up PerSKINality Kit	181.00
	Carpe Diem PerSKINality Kit	191.00
	Deep Exfoliating Wash	36.00
	Skin Lightening Toner	36.00
	Skin Lightening Treatment	69.00
	Broad Spectrum SPF 50+ Sunscreen	36.00

QTY	UNBLEMISH	PC PRICE
	UNBLEMISH Regimen for Acne and Post-Acne Marks	144.00
	Heart on My Sleeve PerSKINality Kit	170.00
	Acne Treatment Sulfur Wash	36.00
	Spot Fading Toner	36.00
	Clarifying Toner	36.00
	Dual Intensive Acne Treatment	77.00
	Oil Control Lotion SPF 20	25.00
	Blot Papers with Zincidone™	20.00

QTY	SOOTHE	PC PRICE
	SOOTHE Regimen for Sensitive, Irritated Skin and Facial Redness	144.00
	Too Hot to Handle PerSKINality Kit	170.00
	Gentle Cream Wash	36.00
	Sensitive Skin Treatment	72.00
	Moisture Replenishing Cream	48.00
	Mineral Sunscreen SPF 30	36.00

QTY	ENHANCEMENTS	PC PRICE
	Micro-Dermabrasion Paste	69.00
	Lip Micro-Dermabrasion	14.40
	Body Micro-Dermabrasion	27.00
	Mineral Peptides SPF 20 Light	26.00
	Mineral Peptides SPF 20 Medium	26.00
	Mineral Peptides SPF 20 Dark	26.00
	Mineral Peptides Brush	33.00
	Mineral Peptides with Brush Light	53.00
	Mineral Peptides with Brush Medium	53.00
	Mineral Peptides with Brush Dark	53.00

QTY	ESSENTIALS	PC PRICE
	SPF 30 Body Sunscreen	21.00
	Daily Body Moisturizer	21.00
	Lip Shield SPF 25 (2-Pack)	14.00
	Foaming Sunless Tan	21.00
	Vitamin D3 (10-pack)	22.00
	Moisturize with Melaslow™	24.00
	Gauze Pads	7.20

ORDER TOTAL † \$ _____

†Sales tax and Shipping/Handling will be charged separately.

Rodan + Fields charges a \$2.50 handling fee on all orders processed. This is independent from shipping costs which are free for regularly scheduled Preferred Customer orders.

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____
STREET CITY STATE ZIP

PHONE: _____ EMAIL: _____

SPONSOR NAME: _____ SPONSOR'S ID NUMBER: _____

PLEASE CHARGE MY CREDIT CARD VISA MASTERCARD AMERICAN EXPRESS DISCOVER CARD

CREDIT CARD NUMBER: _____ EXP. DATE: ____ / ____ SECURITY CODE: _____
(MM/YYYY) (3 TO 4 DIGITS)

NAME ON CARD: _____ (PLEASE PRINT) CARDHOLDER'S SIGNATURE: _____

BILLING ADDRESS ASSOCIATED WITH CARD: _____

I have read and accept the PC Perks Terms and Conditions located on page two of this form and authorize Rodan + Fields to charge the card above for the \$19.95 one time enrollment fee and for my bi-monthly replenishment orders.

CUSTOMER SIGNATURE _____ DATE _____

PC PERKS TERMS AND CONDITIONS

To become a Rodan + Fields (R+F) Preferred Customer, you must enroll in PC Perks, a bi-monthly auto-replenishment program. An initial order consisting of an R+F regimen or other combination of products totaling a minimum of \$80.00 at the Preferred Customer price must be placed at the time of your enrollment as a Preferred Customer in addition to a one-time, non-refundable \$19.95 PC Perks enrollment fee. Auto-replenishment orders may be changed up to five days prior to scheduled shipment provided the order continues to total a minimum of \$80.00 at the Preferred Customer price. Your initial order will be shipped promptly upon completion of enrollment. If your initial order is received by us on or before the 20th of the month, your second [automatic] order will be billed to your credit card and shipped approximately 60 days after the shipment of the initial order. If your initial order is received by us after the 20th of the month, your second [automatic] order will be billed to your credit card and shipped on the 20th day of the second month following the shipment of your initial order.

As a Preferred Customer, you receive a discounted price on all product purchases and may, from time to time, receive additional loyalty-related benefits. Once your Preferred Customer account has been established, all orders placed through your account, whether as part of the bi-monthly replenishment or not, qualify for Preferred Customer pricing.

You may enroll in PC Perks through a Consultant's Personal Website or through the R+F Website. You must provide the required information, including a valid credit card, for the initial order and auto-replenishment billing.

If you enroll in PC Perks through an R+F Consultant that Consultant will be deemed your Preferred Customer Sponsor. If you wish to change your Preferred Customer Sponsor you must terminate your Preferred Customer account and wait a minimum of 90 days to re-enroll. If you choose to become an R+F Consultant after becoming a Preferred Customer, your Preferred Customer Sponsor will be deemed your Sponsor. If you choose to become an R+F Consultant under a different Sponsor after becoming a Preferred Customer, then you must discontinue your Preferred Customer account for a minimum of 90 days before signing a Consultant Application under a different Sponsor.

You may discontinue your Preferred Customer account at any time by logging in to your PC Perks account, clicking "Change My PC Perks Status" and then clicking "Cancel my PC Perks Account" at least five business days prior to scheduled shipment of your auto-replenishment order. Should you wish to return your initial shipment or any subsequent shipments under the terms of R+F's sixty-day satisfaction guarantee, you will receive full credit for the order according to the company's return policy. Should you choose to receive a refund rather than a replacement product, your Preferred Customer status will be immediately terminated. If you wish to become a Preferred Customer again within 90 days after your account is terminated, you must re-enroll in PC Perks under the same Sponsor as you initially enrolled.

As a Preferred Customer, you will be identified by your email address and you will select a password when you enroll in PC Perks. Upon entering the R+F Website or your Consultant's Personal Website, you must log in to identify yourself as a Preferred Customer in order to view and access the Preferred Customer pricing.

To remain a Preferred Customer, you must remain enrolled in the bi-monthly auto-replenishment program.

All terms and conditions associated with the use of the rodanandfields.com website apply to you as a Preferred Customer.

Your Rodan + Fields Order

FOR RETAIL CUSTOMERS

Let us help you create your custom skincare program using the products below.

QTY	ANTI-AGE	PRICE
	ANTI-AGE Regimen for Wrinkles, Pores and Loss of Firmness	193.00
	Lucky and Lovely PerSKINality Kit	334.00
	Expressionist PerSKINality Kit	334.00
	Age Assault Kit	334.00
	AMP MD System Refill	107.00
	AMP MD Purification Tablets (16-Pack)	18.00
	Daily Cleansing Mask	41.00
	Pore Minimizing Toner	47.00
	Triple Defense Treatment SPF 30	80.00
	Overnight Restorative Cream	73.00
	Night Renewing Serum	89.00
	Lip Renewing Serum	53.00
	Eye Cloths	29.00
	Multi-Function Eye Cream	59.00
	Hand Treatment Regimen	67.00
	Brightening Hand Treatment	32.00
	Age Shield Hand Balm SPF 30	43.00

QTY	REVERSE	PRICE
	REVERSE Regimen for Brown Spots, Dullness, and Sun Damage	160.00
	Sunny Side Up PerSKINality Kit	201.00
	Carpe Diem PerSKINality Kit	211.00
	Deep Exfoliating Wash	41.00
	Skin Lightening Toner	41.00
	Skin Lightening Treatment	77.00
	Broad Spectrum SPF 50+ Sunscreen	41.00

QTY	UNBLEMISH	PRICE
	UNBLEMISH Regimen for Acne and Post-Acne Marks	160.00
	Heart on My Sleeve PerSKINality Kit	189.00
	Acne Treatment Sulfur Wash	41.00
	Spot Fading Toner	41.00
	Clarifying Toner	41.00
	Dual Intensive Acne Treatment	86.00
	Oil Control Lotion SPF 20	28.00
	Blot Papers with Zincidone™	23.00

QTY	SOOTHE	PRICE
	SOOTHE Regimen for Sensitive, Irritated Skin and Facial Redness	160.00
	Too Hot to Handle PerSKINality Kit	189.00
	Gentle Cream Wash	41.00
	Sensitive Skin Treatment	80.00
	Moisture Replenishing Cream	53.00
	Mineral Sunscreen SPF 30	41.00

QTY	ENHANCEMENTS	PRICE
	Micro-Dermabrasion Paste	77.00
	Lip Micro-Dermabrasion	16.00
	Body Micro-Dermabrasion	30.00
	Mineral Peptides SPF 20 Light	29.00
	Mineral Peptides SPF 20 Medium	29.00
	Mineral Peptides SPF 20 Dark	29.00
	Mineral Peptides Brush	37.00
	Mineral Peptides with Brush Light	59.00
	Mineral Peptides with Brush Medium	59.00
	Mineral Peptides with Brush Dark	59.00

QTY	ESSENTIALS	PRICE
	SPF 30 Body Sunscreen	24.00
	Daily Body Moisturizer	24.00
	Lip Shield SPF 25 (2-Pack)	16.00
	Foaming Sunless Tan	24.00
	Moisturize with Melaslow™	27.00
	Vitamin D3 (10-Pack)	25.00
	Gauze Pads	8.00

ORDER TOTAL† \$ _____

†Sales tax, Shipping and a \$2.50 Handling cost will be charged separately.

CUSTOMER INFORMATION

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____
STREET CITY STATE ZIP

DAYTIME PHONE: _____ EVENING PHONE: _____

EMAIL: _____ SKIN CONCERNS: _____

SPONSOR NAME: _____ SPONSOR'S ID NUMBER: _____

PLEASE CHARGE MY CREDIT CARD VISA MASTERCARD AMERICAN EXPRESS DISCOVER CARD

CREDIT CARD NUMBER: _____ EXP. DATE: ____ / ____ SECURITY CODE: _____
(MM/YYYY) (3 TO 4 DIGITS)

NAME ON CARD: _____ (PLEASE PRINT) CARDHOLDER'S SIGNATURE: _____

BILLING ADDRESS ASSOCIATED WITH CARD: _____

The Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction; Right to cancel: You may cancel this transaction without penalty or obligation within three business days from the above date. If you cancel, you must make available to seller any unused goods delivered to you under this contract (the Customer paper order form). You must comply with any instructions of seller regarding the return shipment of goods. To expedite cancellation please call your Consultant.

I hereby cancel this transaction.

CUSTOMER SIGNATURE _____ DATE _____