

# Brand Partner Agreement Form - page 1

You can set up your account online via <https://www.youngliving.com> without using this form (click on "become a Brand Partner")

YOUNG LIVING B.V. | PEIZERWEG 97 | 9727AJ | GRONINGEN | NETHERLANDS  
Tel: 0044 (0) 20 3935 9000 | Fax: 0044 (0) 20 3857 3431 | KVK-number 73123404 | NL859364409B01

## Application Information

YES, I AM APPLYING FOR A MINOR ACCOUNT (age 16 and 17 only)

NAME (LAST, FIRST, MIDDLE) (REQUIRED)

CO-APPLICANT (OPTIONAL)

HOME PHONE NO. OR MOBILE PHONE NO (REQUIRED)

WORK PHONE NO.

FAX NO.

STREET (REQUIRED)

CITY (REQUIRED)

COUNTY/PROVINCE

COUNTRY (REQUIRED)

ZIP/POSTAL CODE (REQUIRED)

E-MAIL

DATE OF BIRTH (REQUIRED) YES

I HAVE BEEN INVOLVED WITH A YOUNG LIVING ACCOUNT IN THE LAST TWO YEARS

NO

YL ID (If applicable)

## Shipping Information

Same as above

STREET

CITY/STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY (REQUIRED)

## Account Access Information

PIN (4 DIGITS)

PASSWORD (8-12 CHARACTERS/ALPHANUMERIC)

## Enroller (person responsible for introducing and enrolling you in YL) Sponsor (direct upline and may also be the same as your

NAME (LAST, FIRST) (REQUIRED)

NAME (LAST, FIRST) (REQUIRED)

BRAND PARTNER NO. (REQUIRED)

BRAND PARTNER NO. (REQUIRED)



Young Living EMEA Ltd is a member of the Direct Selling Association (the "DSA") and requires its Brand Partners to comply with the DSA Codes of Practice.

Young Living EMEA Ltd (the "Company") is the promoter of this trading scheme in the United Kingdom. The Company promotes the sale of essential oils and related accessories, nutritional products, skin care products and household products through its Compensation Plan. Sales of these products are made by the Company's independent Brand Partners who participate in the scheme as principals. Other than the Maintenance Fee set out in clause 6 overleaf, the Brand Partner has no further annual financial obligation during the period of 12 months from the commencement date of the Agreement and in particular has a free choice whether or not to purchase any goods or services under this trading scheme.

By signing below, I acknowledge that I have read, understood, agreed and accepted all of the terms of the Company's Brand Partners Agreement (including the Terms and Conditions set out overleaf, the Policies and Procedures, the Privacy Policy and the Compensation Plan) and I hereby apply to become a Brand Partner in the Company's trading scheme.

### RIGHT TO WITHDRAW

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right of withdrawal, you must inform us (Young Living B.V., Peizerweg 97, 9727AJ, Groningen, Netherlands, [customer-care@youngliving.com](mailto:customer-care@youngliving.com), Fax: +44 (0) 2038573431) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us at Young Living B.V. „YL Return“, Peizerweg 97, 9727AJ, Groningen, Netherlands without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

1. It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting othersto join a scheme.
2. Do not be misled by claims that high earnings are easily achieved.
3. If you sign this contract, you have 14 days in which to withdraw and get your money back

X  
APPLICANT SIGNATURE (REQUIRED)

DATE

X  
CO-APPLICANT SIGNATURE (ONLY REQUIRED IF APPLICATION HAS A CO-APPLICANT)

DATE

X  
SIGNATURE OF PARENT OR LEGAL GUARDIAN (ONLY REQUIRED IF APPLYING FOR A MINOR ACCOUNT)

DATE



Matthew French, Chief Legal & Sustainability Officer - Young Living B.V.

MEMBER SERVICES Europe Tel: +44 (0)20 3935 9000 Fax: +44 (0)2038 573431 | E-MAIL [customer-care@youngliving.com](mailto:customer-care@youngliving.com)

# Brand Partner Agreement - page 2

YOUNG LIVING B.V. | PEIZERWEG 97 | 9727AJ | GRONINGEN | NETHERLANDS  
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## Payment Method

  

SELECT PAYMENT METHOD:  VISA  MC  ADVANCE PAYMENT  OTHER (BANKTRANSFER set up via Europe Member Services; SEPA (AT/DE only) and PAYPAL via VO (Virtual Office))

CREDIT CARD NO.

EXPIRATION DATE

KEEP CARD ON FILE

X  
CARDHOLDER'S SIGNATURE

CREDIT CARD BILLING ADDRESS

### IF YOU CHOOSE YOUR YOUNG LIVING ACCOUNT TO BE SET UP BY MEMBER SERVICES:

*Member Service Europe will setup your Virtual Office account (Young Living account) and contact you once the account is created. Please change your password and PIN at your first log in. Alternatively you can set up your account Online via <https://www.youngliving.com>*

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## PRIVACY POLICY

### 1. Privacy

- a. Young Living [the Company] collects from you and holds necessary personal information about you, such as name, first name, address, email address, phone number amongst others, in order to provide you with support, the benefits of being a Brand Partner, and communicating with you regarding (i) products and promotional offers, (ii) your Brand Partnership and downline, (iii) bonuses, and (iv) other relevant business issues. You are hereby made aware that your data will be processed by Young Living and by continuing with your Brand Partner activities you give consent that all information submitted by you will be held by Young Living at its corporate headquarters in the United States and third parties on behalf of the Company. You have the right to access, verify and request a correction of your personal information held by the Young Living by contacting our Member Services team or by contacting:

Tsutomu L. Johnson  
External Data Protection Officer 201  
South Main Street, Suite 1800  
Salt Lake City, Utah 84111 DPO@youngliving.com

- b. Authorization to Use Your Personal Information. By continuing to act as a Young Living Brand Partner you expressly agree to have your personal data processed by the Company and you authorize us to:
- i. transfer and disclose information, which (i) you have provided to the Company in connection with your Brand Partnership and downline, or (ii) that has been developed as a result of your activity as a Brand Partner, to (A) our parent and affiliated companies and their data processors wherever located, (B) your upline when Young Living determines it is appropriate, and (C) applicable government agencies or regulatory bodies if required by law. You will have the option to block the transfer of certain information to your upline if blocking that information does not impede the ability carry out the Agreement with you.
- ii. Use your personal information for Brand Partner recognition and in Young Living's Business Support Materials and Services unless you request in writing that we not do so, and you further agree that any other disclosure of your personal information will be governed by our Privacy Policy, as it may be modified from time to time. By continuing to act as a Young Living Brand Partner you hereby declare to be aware of the content of this Privacy Policy and accept to abide to its terms.

A more detailed description of our Privacy Policy is available on our website.

Please note that you have the possibility to update the settings for your email preferences on NVO anytime.

2. Brand Partner Obligations as Joint Controller: You [the Brand Partner] understand and warrant that you are a Joint Controller of the information you receive from your customers. As a Joint Controller, you will:
- a. Process Personal Data in accordance with Company's Policies and Procedures and the Company's documented instructions.
- b. Process Personal Data in accordance with the local privacy and security laws and regulations.
- c. Not transfer Personal Data to an organization unaffiliated with the Company without the Company's documented approval.
- d. Implement appropriate technical, physical, and organizational security measures to reasonably ensure the confidentiality, integrity, and availability of personal data you process.
- e. Not use a processor to process personal data without documented approval from the Company. If the Company provides documented approval for you to use a Processor to Process the Personal Data, the Processor must provide the Company with written proof that it will act in compliance with the Brand Partner Obligations, as listed in Section 2(b), and the confidentiality obligation, as set forth below.
- f. Notify the Company when any law or legal requirement prevents you from fulfilling your obligations under these Policies and Procedures, or from complying with the Company's instructions. In either situation, the Company may suspend the Joint Control of Personal Data by you and may terminate any further Processing by you pursuant to these Policies and Procedures.
- g. Obtain and maintain internal records from all processors of all processing conducted on the personal data. At a minimum, such records will list the categories of personal data that you or your processor process and the methods used to reasonably preserve the confidentiality, integrity, and accessibility of such Information.
- h. Make available to the Company all information necessary to demonstrate your compliance with your obligations under this Section. You shall permit, and contribute to, audits and inspections conducted by the Company or any auditor appointed by the Company for the purposes of verifying your compliance with its obligations under this Section.
- i. Immediately notify the Company, in writing or by email, of the following:
- i. A Data Subject's request to access, rectify, erase, transport, object to, or restrict Information processed pursuant to this Section;
- ii. Any other request or complaint received from retail Customers in relation to your obligations under this Section;
- iii. Any question, complaint, investigation, or other inquiry from a Data Protection Authority; and
- iv. Any request for disclosure of information from a public entity related in any way to your processing of information under this Section.
- v. You will assist the Company in fulfilling its obligations to respond to (i)-(iv) above.
- j. Cooperate with the Company to comply with local privacy and security laws and regulations and this Section.
- k. All Information provided or gathered by you throughout the term of your Brand Partner Agreement is "Confidential Information". In connection with the performance of the Brand Partner Agreement, either Party (each a "Recipient") may have access to or be provided with Confidential Information of the other Party (the "Discloser"). Recipient shall use the Confidential Information of the Discloser solely in connection with the performance of the Brand Partner Agreement. Recipient shall limit its disclosure of the Confidential Information to Recipient's directors, officers, and employees that need such Information pursuant to the Brand Partner Agreement. The Recipient is responsible for compliance with the terms and conditions of this Agreement by its directors, officers, and employees. The Recipient will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary Information of a similar nature but in any event with no less than reasonable care. The Recipient shall certify the destruction of all copies of the Discloser's Confidential Information upon request of the Discloser, with the exception that the Recipient may maintain one (1) copy of the Discloser's Confidential Information solely to the extent necessary for the Recipient to comply with laws or regulations applicable to such Recipient (and the Recipient shall destroy such retained Confidential Information of Discloser after the legal or regulatory retention purpose expires or otherwise no longer exists). The Company may use third-party Processors who have made security and confidentiality guarantees commensurate with the Brand Partner's Obligations as a Joint-Controller. The Recipient's obligations under this section shall continue for a period of two years after the expiration or termination of this Agreement.
- l. Upon termination of the Brand Partner Agreement or upon the Company's request to delete or return personal data, you will delete or return existing copies of information unless local law requires storage of the Information. In instances where local law requires you to store Information, you will protect the confidentiality, integrity, and accessibility of the Information; will not actively process the information anymore; and will continue to comply with your obligations as a Joint Controller.

By signing below, I acknowledge that I have read, understood, agreed and accepted all of the terms of the Company's Brand Partners Agreement (including the Terms and Conditions set out overleaf, the Policies and Procedures, the Privacy Policy and the Compensation Plan) and I hereby apply to become an Brand Partner in the Company's trading scheme.

X  
APPLICANT SIGNATURE (REQUIRED)

DATE

# TERMS AND CONDITIONS OF BRAND PARTNER AGREEMENT

*This agreement is made between the Applicant named on the front of this form (the "Brand Partner") and Young Living B.V. (hereinafter called "Young Living", "us", "we" or the "Company")*

YOUNG LIVING B.V. | PEIZERWEG 97 | 9727AJ | GRONINGEN | NETHERLANDS  
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1. As a Brand Partner the Brand Partner understands and agrees that:
  - (a) This Agreement is made on and is effective from the date it is signed by the Brand Partner as shown overleaf;
  - (b) The Brand Partner shall sell and promote the Company's goods strictly in accordance with this Agreement, which Agreement comprises the terms and conditions set out herein ("the Terms and Conditions") and the terms and conditions of the current versions of the Company's Policies and Procedures, the Privacy Policy and Compensation Plan each of which separate documents are by this reference hereby expressly incorporated into the Agreement in their present form and together constitute the entire agreement between the Company and the Brand Partner and supersede any previous agreements, representations or undertakings; and
  - (c) The Brand Partner must be and warrants that he/she is 18 years of age or over to enter into this Agreement.
  - (d) An individual as young as 16 years old (a "Minor") may become a Brand Partner upon the following conditions: The Minor's parent or guardian must sign the Brand Partner Agreement and agree to take full responsibility for the Minor Brand Partner's account along with the Minor. The Minor will be required to operate the account using a unique form of payment for purchases on the Brand Partner account (separate from the parent or guardian). The Minor must also re-sign the Brand Partner Agreement when the Minor turns 18 years old. Failure to re-sign within three months of his/her 18th birthday may result in a hold being placed on the Minor's account.
2. You will be entitled to sponsor others as Young Living Brand Partners and to purchase the products for your business, and market the products and present the business opportunity in countries in which Young Living operates. You will not be granted an exclusive franchise or any territorial exclusivity.
3. The Brand Partner confirms that he/she is not currently a Young Living Brand Partner nor has been one during the past 12 months.
4. No purchase or investment is necessary to become a Brand Partner. The Brand Partner may not pay or undertake to pay any sums exceeding £200 (including VAT) to the Company or any of its other Brand Partners within 7 days of the date of this agreement.
5. This Agreement shall continue until terminated by one party or if the Brand Partner becomes inactive (which shall mean that the Brand Partner has not purchased any products for a period of 12 months, as outlined in Section 14 in the Policies and Procedures).
6. A maintenance fee will only be charged if
  - (a) the Brand Partner earns commission in that month, or
  - (b) should a Brand Partner request to reissue a cheque.

"The "Maintenance Fee" is converted into Euros in accordance with the exchange rate used by the Company at the time of conversion. The monthly Maintenance Fee from commissions will not exceed \$5 (£3.65/€4.25/SEK40.30) per month or \$60 (£43.80/€51.00/ SEK483.60) per year, however the Maintenance Fee from unused credits on the Brand Partner account may exceed the mentioned amount. The Maintenance Fee is to cover costs associated with accounts maintenance, regular updates, newsletters, etc. For any queries regarding the Company's exchange rate, please contact Member Service Europe.
7. The Company may modify these Terms and Conditions, its Policies and Procedures, its Compensation Plan, and its other literature and product prices at its discretion and the Brand Partner's consent is not required to such changes and the Brand Partner shall be bound by such changes upon notification either specifically to the Brand Partner or generally through official Company literature, provided that the Company shall give the Brand Partner at least 60 days advance written notice of any change in the annual financial obligation of the Brand Partner.
8. The Brand Partner is an independent contractor responsible for his/her own business, and is not an employee, partner, agent or joint venturer of or with the Company. This Agreement does not constitute the sale of a Brand Partnership, a franchise or a licence: no fees have been or will be required from the Brand Partner for the right to distribute the products pursuant to this Agreement.
9. The Brand Partner is personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales and commissions. The Brand Partner will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.
10. Any payments due to the Brand Partner from the Company are calculated and paid in accordance with the Compensation Plan.
11. The Brand Partner cannot assign or otherwise transfer the rights of Brand Partnership hereby granted to any other person, firm or body corporate without the express prior written consent of the Company.

## Brand Partner's Restrictions

12. During the term of the Agreement, and for a period of six months after the expiration every Brand Partner agrees not to solicit, directly or indirectly, other Brand Partners whom he/she did not personally sponsor in order to sell, offer to sell, or promote other products, services, or business opportunities, investments, securities, or loans not offered or marketed by Young Living, or take any action that would cause the termination or curtailment of the business relationship between Young Living and such a Young Living Brand Partner.
13. In order to ensure the proper co-ordination, development and servicing of the market for the Company's products the Brand Partner may not sell products under the Scheme to retailers. However, Brand Partners may display Young Living's products in commercial outlets where professional services are the primary source of revenue and product sales are secondary, such as approved service-oriented establishments, including, but not limited to, health spas and beauty shops but not in doctors or GP surgeries.
14. Actual or attempted cross-line recruiting or sponsoring is strictly prohibited, as set out in the Policies and Procedures clause 3.11.5.
15. The Brand Partner hereby acknowledges and agrees that the covenants contained in Clauses 12, 13 and 14 are an indispensable part of the transactions contemplated by this Agreement and are enforceable and, having obtained professional advice, that the restrictions contained in such covenants are fair and reasonable in the context of this Agreement. The parties acknowledge, however, that such restrictions are liable to be rendered invalid or unenforceable by changing circumstances, public policy, or other unforeseen reasons and accordingly if any one or more of the restrictions contained in this clause shall either individually or together be adjudged for whatever reason to go beyond that which is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable and/or enforceable under Regulation 6(2) of the Trading Schemes Regulations 1997 following termination of this Agreement if any particular restriction or restrictions were deleted or limited in any manner (including without prejudice to the generality of the foregoing any reduction in duration or geographical area) the said restrictions shall apply with such deletions or limitations.

## Brand Partner Obligations

16. The Brand Partner will use only printed materials produced by the Company when representing the Company, training other Brand Partners and/or making representations as to the products. No claims, statements, disclosures, representations or warranties that are not printed in the Company's printed materials will be made in either selling the products or in the recruitment of prospective Brand Partners. Any additional materials used for promotional purposes may be used only in exceptional circumstances and must be approved by the Company in writing before being used.
17. If the Brand Partner sponsors additional Brand Partners the Brand Partner must maintain ongoing contact with all personally sponsored Brand Partners and perform a bona fide supervisory function and offer encouragement, training and ongoing support as outlined in section 4 of the policies.
18. The Brand Partner will at all times act in a proper ethical, legal, moral and financially sound manner (including in accordance with the Company's Policies and Procedures and Code of Ethics) and will not engage in any activities that would or may bring the Company or its Brand Partners into disrepute. The Brand Partner must not use misleading, deceptive or unfair recruiting methods. Violation of this code of behaviour constitutes grounds for immediate termination of the Agreement and forfeiture by the Company of any future commissions to the Consultant.
19. The Brand Partner will not use the Company's trade name and/or trademarks except in any material provided to the Brand Partner by the Company or as expressly authorised in writing by the Company.
20. The Brand Partner shall abide by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products (which shall include the Direct Selling Association's Code of Business Conduct and Code of Practice) and will, at its own expense, obtain any consents or licences required in connection with the conduct of such business.
21. The Brand Partner shall not speak on behalf of the Company, or on the subject of its products or services, by means of an interview or articles on television, radio or any press, print medium or communication media, unless prior written permission has been granted by the company. If the Brand Partner is contacted by one of the above the Brand Partner must refer the media to the Company directly.
22. The Brand Partner will pay all monies for administration fees, product orders or any monies due to the Company directly to the Company's corporate office. All commissions paid by the Company to the Brand Partner will be transferred as a credit on your Young Living Brand Partner account or directly into your nominated bank account (must be in country of residence) of your choice. Commission with a value under USD \$25,- (£18.25/€21.25/SEK201.50) will be credited directly to the Brand Partner's account registered with the Company. All commissions will initially be calculated in US Dollars and then converted into the country's currency in accordance with the exchange rate used by the Company and updated from time to time by the Company. Other options to receive commission payments can be set up with our Member Service Department.
23. The Brand Partner acknowledges that commissions are paid only on sales and services provided. No commissions or other payments are paid and no benefits are received from sponsoring other Brand Partners or in respect of the continued participation of any other Brand Partners in the trading scheme and no earnings are guaranteed from mere participation in the Compensation Plan. The Brand Partner confirms that neither the Company, nor any upline sponsor has made any claims of guaranteed profits or representations of anticipated profits that might result from their efforts as a Brand Partner. The Brand Partner acknowledges that success as a Brand Partner comes from retail sales, services and development of an independent network.

24. The Company has the right to request information about the development of the Brand Partner's business and to ensure compliance with the terms of this Agreement.
25. All Young Living products purchased by Brand Partners are subject to the warranties and disclaimer applicable to these products at the time of purchase. The Brand Partner acknowledges and agrees when marketing the products:
- not to make diagnoses of medical conditions;
  - not to make claims that Young Living products will prevent, treat, cure, or mitigate any disease or disease condition in humans or animals;
  - not to use pictures, graphic displays, written materials, or make any claims about Young Living products not contained in Young Living sales and promotional literature approved by Young Living;
  - not to make any claims including but not limited to any health or nutritional claims about Young Living products that can be construed as a drug; and
  - to comply with Young Living's Code of Ethics as set out in its Policies and Procedures.
26. Brand Partners must pay for the product/services at the time of ordering, failing which the order will be cancelled.
27. The Young Living Compensation Plan is based upon the sale of Young Living products and services to their organisation and end consumers. You must fulfil specified personal and Downline Organisation sales requirements (as well as meet other responsibilities set forth in the Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievements.
28. Brand Partners acknowledge that the name Young Living, Young Living Essential Oils, YL, YLEO and all other names that may be adopted by Young Living, or its subsidiary or affiliate companies or used by those entities as trade names, product brand names, trademarks, logos, slogans, hash-tags, web addresses or URL's are herein referred to as "Young Living Trademarks" and are owned by Young Living. You agree not to misuse these to promote your business or for any other purpose. Any publications created by a Brand Partner must show that they are a Brand Partner of Young Living and must comply with all local country laws.
29. Names, addresses and contact details of Brand Partners, along with any other information provided to you for working your Downline, or for any other reasons, are Young Living's confidential proprietary information, and will only be used by you for the purpose of your Young Living business during, but not after, the term of your Young Living business. Such information must be kept confidential even after the termination of your Young Living business.

#### The Company's Products

30. The Company shall endeavour during the continuance of this Agreement to supply all goods and services ordered by the Brand Partner. If the Company fails to supply such goods and services, the Brand Partner shall be entitled to the immediate return of all sums paid for the same. Goods supplied to a Brand Partner that are defective may be returned for exchange of the same or similar goods. The Company reserves the right to substitute goods of an equal value and as near as possible to the original item ordered, if for any reason the identical goods are not available.
31. The Company shall provide the Brand Partner with an adequate record of all goods or services supplied by the Company to the Brand Partner in respect of which payment is due from the Brand Partner, which record may take the form of an itemised order form, invoice or receipt, and shall provide full and accurate financial details of all transactions and how any deductions are calculated.
32. The Brand Partner agrees to give any purchaser of the products a properly completed sales receipt in the form approved by the Company.
33. It is a condition of this Agreement that the Brand Partner will sell at least seventy percent (70%) of previous wholesale orders to retail customers prior to re-ordering ("the 70/30 Rule"), unless the previous order was for personal use only and the Brand Partner will keep records of all sales transactions and on request from the Company must produce retail receipts for any retail sales and comply with any other reasonable verification procedures required by the Company from time to time. The Brand Partner acknowledges that the prices at which it purchases products under the Scheme are influenced by the Brand Partner's sales record and accordingly, whilst the Company may take its own steps to seek to verify the Brand Partner's retail sales, the Company will primarily rely on the Brand Partner's representations and accordingly the Brand Partner's obligation to the Company to comply with the 70/30 Rule is one of the utmost good faith essential to the proper operation of the Scheme.
34. Subject to the Brand Partner's own rights on termination described in Clause 38 (Termination) below, if any downline Brand Partner of the Brand Partner returns any products to the Company and obtains a refund from the Company (whether or not such refund is legally required) the Brand Partner will on demand pay to the Company any commissions or bonuses earned in relation to those products and the Company may set off any amounts due to it from the Brand Partner against any sums due from it to the Brand Partner.
35. The product or product range of the Company may not be re-labelled or re-packaged for resale under any other name or in any other way and must be sold in their original containers only. Use of Young Living products as an ingredient of any product for resale is strictly prohibited while using Young Living trademarks or logos in conjunction with selling such product. If used as ingredient without using YL trademark or logos, it is the sole responsibility of the Brand Partner to ensure compliance with local laws regarding registration, notification and/or labelling. Relabelling or repackaging could result in severe criminal penalties. Violation of this section may subject a Brand Partner to disciplinary actions as outlined in Section 13.3. Additionally, you agree to indemnify Young Living against any harm resulting from use of Young Living products as an ingredient and the repackaging or relabelling of any of its products.
36. In the event that the Company provides any training for the Brand Partner at the cost of the Brand Partner then the Brand Partner may require the Company to refund such cost (less the cost of any subsistence) within 14 days of the training if the Brand Partner is dissatisfied with the training.
37. The Company will at any time during the term of this Agreement at the written request of the Brand Partner re-purchase any product which was purchased by the Brand Partner from the Company in accordance with the scheme at any time within one year of the date of such request and which is returned by the Brand Partner to the Company, such re-purchase to be subject to and upon the terms of Clauses 38.6 and 38.7 below (and for which purpose the date of the written request under this Clause shall be treated as the date of termination referred to in Clause of the Company after termination of this Agreement and which shall remain in force after the date of termination).

#### Termination

- 38.1 The Brand Partner may withdraw from this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address set out overleaf (or to such alternative address within the United Kingdom as the Company may specify) and:
- the Brand Partner may require the Company to repay the Brand Partner within 14 days any monies which the Brand Partner has paid to or for the benefit of the Company or any of its other Brand Partners in connection with the Brand Partner's participation in this trading scheme or paid to any other Brand Partner in accordance with the provisions of this trading scheme; and
  - the Brand Partner may return to the Company's address referred to above any goods which the Brand Partner has purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
  - The Brand Partner may withdraw from any services which the Brand Partner has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Brand Partner.
- 38.2 In order to recover any monies paid in accordance with subclauses 38.1 (a) or (c) above the Brand Partner must give notice to the Company requesting the repayment of such monies (and if applicable, returning the starter kit and any other promotional or training materials purchased by him) to the Company's address referred to in sub-clause 38.1 within 21 days of the date of cancellation and the Company shall repay such monies as the Brand Partner may be legally entitled to recover within 21 days of the date of cancellation.
- 38.3 In order to recover monies paid for goods under sub-Clause 38.1 (b) above, the Brand Partner must deliver the goods to the Company within 21 days of the date of cancellation to the address referred to in Clause 38.1. The Brand Partner shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Brand Partner on delivery of the goods, or forthwith if the goods have not yet been delivered to the Brand Partner.
- 38.4 The Brand Partner may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to the Company at its address referred to overleaf. If the Brand Partner gives notice to terminate this Agreement more than 14 days after the Brand Partner entered into the Agreement, the Brand Partner may return to the Company any goods (including training and promotional materials, business manuals and kits) which the Brand Partner has purchased under the scheme within 90 days prior to such termination and which remain unsold and the Company will pay the Brand Partner the price (inclusive of VAT) which the Brand Partner paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on the part of the Brand Partner, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale).
- 38.5 The Company may terminate this Agreement at any time by giving 7 days written notice to the Brand Partner. If the Company terminates this Agreement the Brand Partner may return to the Company any goods which the Brand Partner has purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which the Brand Partner has paid for them together with any costs incurred by the Brand Partner for returning the goods to the Company.
- 38.6 In the event that either party terminates this Agreement the Brand Partner may return to the Company any goods (including training and promotional materials, business manuals and kits) which the Brand Partner has purchased under the scheme more than 90 days but within one year prior to such termination and which remain unsold for 90% of the price (inclusive of VAT) which the Brand Partner has paid for them, less an amount equal to:
- any commissions, bonuses or other benefits (in cash or in kind) received by the Brand Partner in respect of those goods;
  - any amount due from the Brand Partner to the Company on any account; and
  - a reasonable handling charge (which may include the cost of repackaging returned goods for resale), and provided that:
  - such goods have not been purchased or acquired by the Brand Partner in breach of this Agreement;
  - the Brand Partner returns such goods to the Company in an unused, commercially resalable condition not more than 14 days after the date of termination; and
  - the Company did not clearly inform the Brand Partner prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to the buy-back provisions of this sub-Clause.
- 38.7 In the event of the termination of this Agreement under Clauses 38.4, 38.5, or 38.6, in order to recover monies paid for goods the Brand Partner must deliver the goods to the Company within 21 days of such termination to the Company's address referred to in Clause 38.1. The Company will bear the cost of such delivery. The purchase price is payable to the Brand Partner on delivery of the goods, or forthwith if the goods are already held by the Company.

- 38.8 If this Agreement is terminated for any reason the Brand Partner will have the right to be released from all future contractual liabilities towards the Company in relation to this trading scheme, except:
- (a) liabilities relating to payments made to the Brand Partner under contracts which the Brand Partner has made as agent for the Company (if any); and
  - (b) any liability to pay the price of goods or services already supplied to the Brand Partner by the Company where the Brand Partner has not returned such goods to the Company in accordance with sub-clauses 38.1 or 38.4; and
  - (c) the provisions of Clauses 16, 17, and 19 which relate to competition with the business of the Company after termination of this Agreement and which shall remain in force after the date of termination.
- 38.9 On termination of this Agreement for whatever reason the Brand Partner shall be entitled to retain any commission paid to the Brand Partner in accordance with this Agreement unless:
- (a) the commission was paid in respect of goods returned to the Company (or goods returned to another Brand Partner who paid the commission);
  - (b) the Company has refunded any monies due to the Brand Partner in accordance with sub-clauses 38.1(b), 38.4 and/or 38.5 above; and
  - (c) repayment of the commission is claimed within 120 days of the date of having been made, in which case the Brand Partner shall repay such commission to the Company forthwith on demand or the Company may set-off the amount of such commission against any other amounts due from it to the Brand Partner.
- 38.10 Any notice given under this termination clause, which is given by first class post to the address of the parties set out overleaf, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.
39. Brand Partners acknowledge Young Living is not liable for any damages or losses caused by delay or inability to manufacture, sell or deliver its products due to labour strikes, accidents, fire, flood, acts of civil authority, acts of God, or from any other causes that are beyond the reasonable control of Young Living.

#### Confidentiality

40. As more specifically set out in the Policies and Procedures and the Privacy Policy, the Brand Partner agrees that where, in the course of trade, the Brand Partner collects and/or processes personal data, including credit card information, the Brand Partner will ensure that such information is processed, stored and disposed of in a secure manner in accordance with the applicable data protection laws and industry standards.
41. If at any time any provision of this Agreement (including any provisions of the Policies and Procedures or Compensation Plan) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:-
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
42. The failure of any party at any time to require performance by any other party of the provisions of this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provisions of this Agreement and shall not be construed as a waiver of any continuing or succeeding breach of such provisions.
43. Each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in this Agreement (and accordingly any conditions, warranties or other terms implied by statute or common law are (save as to fraud) hereby excluded to the fullest extent permitted by law).
44. If there is any provision of this Agreement or of any agreement or arrangement of which this Agreement forms part, which causes or would cause this Agreement or that agreement or arrangement to be subject to registration under the Restrictive Trade Practices Act 1976, then that provision shall not take effect until the day after particulars of this Agreement or of that agreement or arrangement (as the case may be) have been furnished to the Director General of Fair Trading pursuant to Section 24 of that Act.
45. This Brand Partner Agreement, consisting of these Terms and Conditions, the Brand Partner Application Form, the Policies and Procedures and the Compensation Plan, constitutes the entire agreement between the parties; there are no oral terms or representations, your sponsor is not entitled to vary them and they may be amended in writing only upon prior written agreement between Young Living and the Brand Partner.
46. Young Living may assign this Agreement at any time without the consent of the Brand Partner.
47. This Agreement is governed by and shall be construed in accordance with Dutch law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Dutch Courts in respect of any dispute arising here from or any other contractual relationship between the parties hereto.

#### Contact details for your Young Living Member Service Team:

Monday – Friday 9:00 – 17:00 (GMT), Wednesday 9:00 – 16:00 (GMT).

Closed on public holidays.

English: [customercare@youngliving.com](mailto:customercare@youngliving.com)  
 German: [kundenservice@youngliving.com](mailto:kundenservice@youngliving.com)  
 Swedish: [kundtjanst@youngliving.com](mailto:kundtjanst@youngliving.com) Spanish: [servicioalcliente@youngliving.com](mailto:servicioalcliente@youngliving.com) Polish: [obslugaklienta@youngliving.com](mailto:obslugaklienta@youngliving.com) Finnish: [asiakaspalvelu@youngliving.com](mailto:asiakaspalvelu@youngliving.com)  
 Czech/Slovak: [sluzbyzakaznikum@youngliving.com](mailto:sluzbyzakaznikum@youngliving.com)  
 Russian: [russia@youngliving.com](mailto:russia@youngliving.com)  
 Lithuanian: [lithuania@youngliving.com](mailto:lithuania@youngliving.com) Croatian: [korisnickapodrska@youngliving.com](mailto:korisnickapodrska@youngliving.com) Dutch: [klantendienst@youngliving.com](mailto:klantendienst@youngliving.com) Hungarian: [ugyfelszolgalat@youngliving.com](mailto:ugyfelszolgalat@youngliving.com) Romanian: [serviciuclienti@youngliving.com](mailto:serviciuclienti@youngliving.com) Flemish: [klantendienst@youngliving.com](mailto:klantendienst@youngliving.com) Serbian: [serbia@youngliving.com](mailto:serbia@youngliving.com)  
 French: [serviceclients@youngliving.com](mailto:serviceclients@youngliving.com)  
 Latvian: [latvia@youngliving.com](mailto:latvia@youngliving.com)

#### Toll free from a landline within:

UK: 0800 9179438  
 Austria: 0800 296 205  
 Croatia: 0800 222 788  
 Czech Republic: 800144066  
 Finland: 0800 913 239  
 France: 0800 917 791  
 Germany: 08000 825 049  
 Italy: 800 790 481  
 Lithuania: 08800 30914  
 Poland: 00800 4421254  
 Russia: 8800 1006419  
 Slovakia: 0800005216  
 Spain: 900 812976  
 Sweden: 0207 93400

#### Not toll free:

UK: +44 (0) 20 3935 9000  
 Belgium: +32 33039943  
 Netherlands: +31 207975809  
 Romania: +40 217940852  
 Croatia: +385 17757170  
 Hungary: +36 1999 3448

MODEL WITHDRAWAL FORM

(complete and return this form on page 4/4 only if you wish to withdraw from the contract)

— To Young Living Europe B.V. „YL RETURN“, Building 11, Chiswick Park, 566 Chiswick High Road, London W4 5YS, UK, [customercare@youngliving.com](mailto:customercare@youngliving.com), Fax: +44 (0) 2038573431

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

— Ordered on (\*)/received on (\*), \_\_\_\_\_

— Order Nr. \_\_\_\_\_

— Your Name \_\_\_\_\_

— Your Address / Email address \_\_\_\_\_

— Signature of consumer(s) (only if this form is notified on paper),

— Date

\* delete non-applicable items