



Policies and Procedures Europe

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I. INTRODUCTION

I.1 Purpose

This Young Living Brand Partner Europe Policies and Procedures document outlines policies and procedures entered into by Brand Partners upon their application and agreement (and acceptance by Young Living) to become independent contractors “Brand Partners.” Brand Partners may have been formerly known as “members” or distributors or YL Partners. The purpose of this document is:

- To set standards of acceptable business behavior expected of Brand Partners in their effort to market and sell Young Living® products and services to end consumers.
- To define Brand Partners’ relationship with Young Living.
- To assist Brand Partners in marketing and selling Young Living products to Customers and to motivate, train, and lead others to market and sell to Customers.

I.2 Terms

In this document, Young Living Europe B.V. , is referred to as “Young Living.” The individual or entity entering the Agreement (as defined below), is referred to as “Brand Partner.” The terms “Enroller,” “Sponsor,” “Customer,” “Business Organization,” and “Support Team” shall have the respective meanings set forth herein and in the Young Living Compensation Plan (“Sales Compensation Plan”). The term “Member” may be used to collectively describe Young Living product users.

The term “sponsor” refers to a Brand Partner’s immediate upline Brand Partner. A Brand Partner account is referred to as being “active” if the Brand Partner purchased product within the previous 12 months and is “inactive” if they did not. The term “enroller” is the Brand Partner who enrolls a new Brand Partner into Young Living. An individual can be enrolled only once in 12 months. “Customers,” including retail Customers, are individuals who are not Brand Partners and who can purchase products directly from Young Living for personal consumption but are not authorized to enroll Brand Partners, earn commissions under the Compensation Plan, or resell Young Living’s products. A Customer may become a Brand Partner at any time by meeting the requirements of the Become a Brand Partner section below.

I.3 Documents Incorporated into the Agreement

Throughout these Young Living Brand Partner Europe Policies and Procedures, whenever the term “Agreement” is used, it refers collectively to the Young Living Brand Partner Agreement (or “Brand Partner Agreement”), these Young Living Brand Partner Policies and Procedures (“Policies and Procedures”), the Young Living Privacy Policy (“Privacy Policy”), and the Young Living Sales Compensation Plan (“Sales Compensation Plan”).

The Agreement constitutes the final, exclusive, and complete agreement between you and Young Living regarding the subject matter hereof and supersedes all agreements, communications, understandings, and course of dealings between you and Young Living. You agree that Young Living has not made and is not making any representations or warranties whatsoever regarding the subject matter of the Agreement, express or implied, except as explicitly stated in the Agreement, and that you are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in the Agreement.

Notwithstanding anything to the contrary contained herein, nothing in the Agreement prohibits a Brand Partner from reporting possible violations to any governmental agency, or making other disclosures to, communicating directly with, responding to an inquiry from, or providing testimony before such governmental agency, regarding possible violations. A Brand Partner is not required to contact Young Living regarding the subject matter of any such communications before engaging in such communications. Further, nothing in the Agreement shall bar or impede in any way a Brand Partner’s ability to seek or accept any monetary award from any governmental agency.

I.3.1 Individual Arbitration and Class Action Waiver Notice:

THE AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 10.2.2. BY AGREEING TO THE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, CAREFULLY CONSIDERED, AND UNDERSTAND ALL OF THE PROVISIONS OF THE INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, AND THAT YOU EXPRESSLY AGREE TO BE BOUND THEREBY.

1.4 Amendments/Acceptance

A Brand Partner's compensation is based on sales of Young Living[®] products to end consumers. Young Living has always reserved the right to change its Sales Compensation Plan from time to time. Young Living has long endeavored to establish sales measurements and qualifications to compensate those who play an ongoing role in the sales of products to Customers by engaging in activities such as finding new sales to Customers and motivating, training, and leading others to sell to Customers.

Young Living may amend the Agreement (including all the documents that form part of the Agreement) from time to time. The changes will become effective 30 days after first published by Young Living through official Young Living publications distributed to all active Brand Partners (e.g., email newsletter), posted on an official Young Living website, or sent to the primary email address listed on your account. Notwithstanding the foregoing, amendments to the Privacy Policy will be effective immediately upon its publication. Amendments will not apply retroactively to conduct that occurred prior to the effective date of the amendment unless expressly accepted.

Brand Partner who are not willing to accept any amendments or modifications, may voluntarily terminate his or her contract with Young Living by providing notice to Young Living prior to the effective date of an amendment or modification. Any continued business, ordering, acceptance of a commission or bonus payout, or any other benefit by a Brand Partner after the effective date of any amendments or modifications to this Agreement constitutes acceptance of this Agreement in whole with any and all amendments or modifications.

1.5 Brand Partner Compliance

Brand Partners will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of their business organization as an independent Brand Partner.

Young Living may take all compliance efforts necessary, including but not limited to, termination of the Brand Partner account if Brand Partners are in violation of any laws, regulations, these Policies and Procedures, or the Agreement.

1.6 Inclusion and Anti-Discrimination

Young Living offers its products to consumers regardless of race, religion, language, gender, cultural or other personal differences, and expects and encourages Brand Partners to treat others with respect, kindness, and consideration in carrying out business related to Young Living or its products, even where there may be differences of opinion or outlook.

2. BECOMING A BRAND PARTNER

2.1 Requirements to Become a Young Living Brand Partner

To become a Young Living Brand Partner, each applicant must:

- Be at least eighteen (18) years of age;
- Have a permanent residency in one of the countries on the European continent.
- Read the Young Living Policies and Procedures, the Compensation Plan and other documents in the Agreement;
- Complete, Sign and submit a Brand Partner Agreement within 30 days of your enrolment.
- If you are a business entity, provide proof you are either the owner or a person who can sign for the business. If you intend to use a EU-VAT number for intra community/cross border sales, please contact Member Services.

Young Living may reject your Brand Partner Agreement for any reason to the extent permitted by law.

Brand Partner Agreements may be submitted through mail, email, or the Young Living website (Youngliving.com). When enrolling by mail, or over the phone, your application and Brand Partner Agreement must be received within 30 days of your enrollment and accepted by Young Living for any Brand Partner benefits to be extended. If the Brand Partner Agreement is not received within 30 days, your Brand Partner account will be placed on hold until the signed agreement is received.

A Brand Partner applicant may have a co-applicant and/or co-owner on the Brand Partner account. Once accepted by Young Living, a joint account will be treated as a joint tenancy with rights of survivorship.

3. OPERATING YOUR BRAND PARTNER BUSINESS

3.1 Independent Contractor Status

Brand Partners are independent sales contractors who individually decide how, when and where they will sell Young Living[®] products in accord with the Agreement. Brand Partners are not a purchaser of a franchise or business opportunity. The Agreement with Young Living does not create an employer/employee relationship, agency, partnership, or joint venture. Brand Partners are not and will not be treated as employees for their services or for tax or insurance purposes. Brand Partners are responsible as independent contractors for paying local, state, and any other possible taxes due from all compensation earned as a Brand Partner. Brand Partners have no authority (expressed or implied) to bind the Company to any obligation.

You are encouraged to establish your own goals, hours, and methods of sale as long as you comply with applicable laws and the terms and conditions of the Brand Partner Agreement.

Young Living's primary business is in the formulation, testing, and production of Young Living[®]'s products. Brand Partners are provided the opportunity to sell, promote, and market Young Living products to consumers. Brand Partners are not involved in the formulation, testing, or production of Young Living's products.

Except to the extent necessary to comply with legal requirements and/or to protect Young Living's intellectual property and brand integrity, Young Living does not exercise control over the manner or means by which Brand Partners sell Young Living products, enroll customers and/or other Brand Partners in their business organizations, or operate their business, provided that Brand Partners comply with the Agreement. Brand Partners may individually engage helpers or assistants without seeking approval from Young Living, but any Brand Partner who engages others remains fully responsible for the activities of such helpers or assistants, such that any breaches of the Agreement by any such person will be deemed to have been committed by the Brand Partner who engaged such person.

3.2 Multiple Brand Partner Accounts Prohibited

You can have a financial interest, legal or equitable, in only one account. If Young Living finds that you have an unpermitted interest in multiple accounts, including Customer accounts, Young Living may terminate the latter created account(s), or take other disciplinary action against the Brand Partner. Brand Partners are specifically prohibited from creating duplicate accounts in an attempt to change lines of sponsorship, manipulate the Compensation Plan, or circumvent the Agreement in any way.

However, Brand Partners may have a beneficial interest in more than one Brand Partner account if they receive an interest in another account as an inheritance (either through a direct inheritance or as a beneficiary of a trust) from another Brand Partner. Young Living must be notified of the inheritance in writing (as specified in section 3.7), and Young Living must approve of the transfer in writing.

Young Living will work with the inheriting Brand Partner to compliantly integrate the inherited position into the Young Living organization for the Brand Partner and any other family members and/or the existing Brand Partner organizations.

A Brand Partner and a Brand Partner's spouse/domestic partner may have separate accounts, only when and if the second account (whether a Brand Partner account or a Customer account) is sponsored in the other spouse's/domestic partner's Business Organization. Young Living may periodically audit accounts such as these and may terminate any latter-created accounts if Young Living determines that the latter-created accounts are not in compliance with the Agreement.

3.3 Actions of Household Brand Partners or Affiliated Parties

When actions by a household member or affiliated party of a Business Partner entity, violates the Agreement that results in damage to Young Living or the Business Organization, the Agreement may be enforced against the Brand Partner

3.4 Brand Partners Prohibited Actions

Any Brand Partner that encourages, aids, or supports or teaches (including through informal coaching or formal paid instruction) another Brand Partner to violate any provision of the Agreement (including to manipulate the Sales Compensation Plan or participate in any unethical practices) is itself in violation of the Agreement, and Young Living may terminate such Brand Partner account or take any action Young Living deems appropriate for that behavior.

3.5 Corporations, Partnerships, Limited Liability Companies, Trusts, or other Business Entities

A partnership, limited liability company, or trust may at Young Living's sole discretion become a Young Living Brand Partner by demonstrating an ability and desire to actively build a Business Organization by an individual entity manager and by submitting to Young Living a partnership agreement, any and all up-to-date records filed at Companies Registry, certificate of incorporation, articles/certificate of organisation, or trust agreement along with a properly completed Brand Partner Application Form, where at least one issues document lists the names of all shareholders, officers, Brand Partners, managers, partners, or trustees of the entity ("Affiliated Parties"), the Brand Partner must certify in writing that no participant within the entity has an interest in another Brand Partner account. A Brand Partner may change status under the same sponsor from individual to partnership or corporation by providing Young Living such appropriate documentation.

Young Living may terminate a Brand Partner's account or take any other action Young Living deems appropriate if Young Living, in its sole discretion, does not approve any change of business names, formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes. In addition, by submitting a copy of the certificate of partnership or incorporation or other substantiating documentation for the entity, the new business entity applying to become a Brand Partner certifies that no Affiliate Party with an interest in the new business entity has had an interest in another business organization within six months of the submission of the certificate (unless it is the continuation of an existing business organization that is changing its form of doing business). Brand Partners should contact member services Europe (customer care@youngliving.com) for any name changes or other changes in the Brand Partner's ownership.

3.6 Sale, Transfer, or Assignment

Young Living may assign or transfer this Agreement to another Young Living affiliate at any time. Brand Partners may sell, transfer, or assign (collectively "Transfer") the organisation and Agreement, or any rights or duties thereunder after providing Young Living an option to purchase the organisation for fair market value, which is agreed by the parties to be cumulative commission payments received over the past 12 months,

- A transferring Brand Partner and the receiving party must notify Young Living in writing of their intent to sell or transfer the Agreement and

organisation, including the associated Brand Partner's business organization, by sending EUresolutions@youngliving.com their intent to transfer and giving Young Living 30 days to elect to purchase the organisation for the fair market value.

- A transferring Brand Partner with a paid rank of Platinum or above will be presented for Young Living executive approval to ensure such transfer is legally compliant and executed in such a way to further the mutual beneficial interests of Young Living, the transferring Brand Partner and the receiving party and their respective organizations.

Any receiving Brand Partner is responsible for any violations of the Agreement committed by the transferring Brand Partner and agrees that Young Living may take disciplinary actions against the receiving Brand Partner.

3.7 Inheritance & Succession

A Brand Partner's account and associated Business Organization may be passed to the Brand Partner's legal heir(s) or legal representative(s) Once accepted by Young Living, a joint account will be treated as a joint tenancy with rights or survivorship.

Appropriate legal documents for approval of inheritance or succession may also depend on the nature of the deceased Brand Partner's estate planning documents, or lack thereof. If the deceased Brand Partner had a will that transferred the account ownership, a copy of the will must be provided. Similarly, if the Brand Partner account is held in a trust, the trust documents must be provided. If the estate goes through probate proceedings to determine the Brand Partner account ownership, the probate court order determining ownership must be provided. In some cases, a notarized affidavit will be accepted as evidencing facts that are not clear from a will, trust, or other document.

The process of reviewing and making determinations about proposed inheritance and succession of a Brand Partner account may take some time, particularly if a probate court is involved or the Brand Partner account ownership is being disputed. Young Living may either place a hold on the Brand Partner account and its earnings/commissions or allow heirs or legal representatives to temporarily operate a Brand Partner account during periods of temporary incapacity or while any proposed inheritance or succession is reviewed.

If temporary operation by or the passing of a Brand Partner account to heirs or representatives is approved, Young Living reserves the right to transfer or re-assign any or all of a Brand Partner's

Business Organization to other Brand Partners in good standing, if the heir(s) or representative(s) fail to demonstrate to Young Living's satisfaction the capability and commitment to actively operate that Brand Partner's account. Young Living reserves the right, in its sole and absolute discretion and for any reason and at any time, to deny a Brand Partner the option of owning an interest in that Brand Partner's original account and an inherited account, including if Young Living determines that the Brand Partner has not demonstrated the ability to operate two Brand Accounts and associated Business Organizations. If Young Living denies the right to have a beneficial interest in a second Brand Partner account that passed through inheritance, Young Living may allow a short grace period for the Brand Partner to sell the interest in one of the Brand Partner accounts. After that grace period, the inherited Brand Partner account will be placed on hold or terminated, unless transferred to Young Living's satisfaction.

3.8 Divorce, Brand Partner Business Changes, and/or Dissolution

Young Living Brand Partners sometimes operate their Young Living businesses as husband/wife partnerships, regular partnerships, companies/corporation, or trusts (the latter three entities are collectively referred to herein as "Entity (ies)"). At such time as a marriage may end in divorce or a company, partnership,

or trust may dissolve, arrangements must be made to assure that any separation or division of the business interest is accomplished so as not to adversely affect the interests of Young Living and income of other business' up or Support Team/downline sponsorship.

Unless a course of conduct suitable to all the parties (including Young Living) is agreed, Young Living may terminate the Brand Partner Agreement following the termination of the marriage or the dissolution of the business entity in question, pursuant to Young Living Policies and Procedures. During the proceedings of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

One of the parties may, with consent of the other(s), operate the business pursuant to a notarised assignment in writing whereby the relinquishing party(ies) authorise(s) Young Living to deal directly and solely with the other party(ies).

The parties may continue to operate the Young Living business jointly on a "business-as-usual" basis, whereupon all compensation paid by Young Living will be paid in the joint names of the Brand Partners or in the name of the entity to be divided as the parties may independently agree among themselves.

The parties may operate the business pursuant to a court order involving parties.

If one of these requirements is not met, Young Living will maintain the status quo as to how commissions are paid.

Young Living will not divide your Sales Organisation with a divorcing spouse or with affiliate parties of a dissolving business. Similarly, Young Living will not split your commission payment between you and a divorcing spouse or affiliate parties of a dissolving entity. Young Living will recognise only one sales organisation and will issue only one payment per Young Living business per commission cycle. Commission payments shall always be issued to the same individual or entity, unless agreed by all parties that the commissions will be due and paid to another party or by order of a court having jurisdiction over Young Living.

Former spouses or a former affiliate of a Brand Partner account who have completely relinquished all rights as a former spouse or a former affiliate party to a Sales Organisation, are free to enrol as a new Brand Partner under any Sponsor. but will have no rights to any Brand Partners or Customers associated with the former spouse's or affiliate's Brand Partner account. Such re-enrolling Brand Partners must develop the new Brand Partner Business Organization in the same manner as would any other new Brand Partner.

3.9 Account Termination

When a Brand Partner account is terminated for any reason, that account position in the Business Organization genealogy is evaluated by Young Living for future use. Any terminated Brand Partner account may be sold by Young Living to any qualified candidate, determined by Young Living.

Further, any Brand Partner terminated account position may be used to place an existing Brand Partner, in good standing, who in the sole discretion of Young Living demonstrates strong sales leadership, loyalty to the Young Living brand, and a commitment to grow the business within the prior terminated account position of the Business Organization genealogy and if such placement is in the best interests of Young Living and the Brand Partner Business Organization as a whole.

Any Brand Partner placement into a terminated account position under this policy cannot change the structural integrity of the existing Business Organization genealogy, and the Upline Business Organization of the terminated account position into which the existing Brand Partner account will be placed must consent to such placement.

Alternatively, Young Living may also decide, in its sole discretion, to allow each Brand Partner and/or Customer account in the first level immediately below the terminated Brand Partner or Customer account position to “roll up”, which means to remove the terminated account from the genealogy and to move the prior front line accounts up to be under the same Sponsor as the terminated account.

3.10 Taxes

3.10.1 Income Taxes

The Brand Partner is personally liable for any taxes or duties required by law, including but not limited to 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 and/or duties.

3.10.2 Sales Taxes

Young Living is required to collect and remit sales taxes on a Brand Partner’s behalf based on the published retail price of the product and according to tax rates of the state or country in the “ship to” address on any given order. Moreover, Young Living may be required by other countries to collect value added taxes, goods and services tax, harmonized sales tax, provincial sales tax, customs fees, or duties. Brand Partners are required to cover these additional taxes, fees, and duties.

Brand Partners who sell products from a physical business location where they are retailing product, as outlined in section 5.11, can apply for sales tax exemption. Brand Partners may contact Member Services for specific instructions and documentation on how to apply for this exemption. Young Living reserves the right to verify the validity of any documents and evidence that a Brand Partner submits in applying for this exemption.

Brand Partners should direct any questions concerning retail sales tax requirements to their personal tax advisor.

3.11 Guidelines and Deceptive Practices

3.11.1 Non-Solicitation And Recruitment

Young Living and its Brand Partners have made a large investment in building their businesses and the Young Living Brand Partner and customer lists are proprietary and confidential information owned by Young Living Brand Partner benefit from authorized use of the Young Living proprietary and confidential list. To protect this value, and as a condition of their Agreement with Young Living, Brand Partners understand and agree that the following restrictions

are reasonable and necessary to protect the legitimate business interests of Young Living and other Brand Partners, and that such restrictions do not prevent Brand Partners from working other employments or business opportunities or otherwise earning a living. In particular:

- Brand Partners are prohibited during the term of their Agreement from directly, indirectly, or through a third party, soliciting and/or recruiting any Young Living Brand Partner or Customer to participate in any Network Marketing business venture offering similar or alternative products or services or business opportunity to those offered by Young Living, regardless of who initiates the contact.
- Brand Partners are prohibited during the term of this Agreement and for a period of twelve months after termination of this Agreement from soliciting and/or offering any non-Young Living products, services, or Competing Business Ventures either in conjunction with the offering of Young Living products, services or business opportunity, or at any Young Living meeting, seminar, launch, convention, or other Young Living function.

The terms “solicit”, “recruit” or “recruiting” mean:

- (i) to Enroll, Sponsor, enlist, or invite an individual or entity to join or participate in a business, program, or organization, or attempt to do so;
- (ii) to promote, influence, or encourage an individual or entity to evaluate, join, or participate in a business, program, or organization, or attempt to do so; or
- (iii) to present, or participate or assist in the presentation of, a business, program, organization, or its products to an individual or entity. Activity that constitutes solicitation and/or recruitment violates this section regardless of whether the solicited and/or recruited individual or entity terminates or changes their relationship with Young Living and regardless of whether the solicited and/or recruited individual or entity agrees to join or evaluate any non-Young Living products, business, program or organization. Activity constitutes soliciting and/or recruiting whether performed directly through personal contact (including, but not limited to, direct electronic messages or personal conversation) or indirectly through a third party or any other means. It is a violation of the Agreement to solicit and/or recruit any Young Living Brand Partner or Customer regardless of whether the individual or entity is known to be a Brand Partner or Customer.

A Brand Partner (i) voluntarily terminates that Brand Partner's account by violating any provision of this Non-Solicitation and Recruitment Section, effective as of the date of the violation, and (ii) forfeits any earnings, commissions and/or bonuses payable for any period in which the violation(s) occurred. If Young Living pays a Brand Partner any compensation after the date of the violation, all compensation paid after the violation occurred shall be refunded to Young Living.

Additionally, any Brand Partner that violates this Section shall provide an accounting to Young Living of any solicitation and recruitment activities and any profits, compensation, commissions, remunerations, or other benefits directly or indirectly resulting from or related to those activities. Any Brand Partner that violates this Section shall disgorge to Young Living any such profits, compensation, commissions, remunerations, or other benefits, and will also be responsible to any other Brand Partners for any adverse financial impact such activities caused to those Brand Partners.

Young Living may enforce this Section through both injunctive relief and by seeking damages and other monetary relief, and all such remedies will be cumulative and not exclusive of one another. Notwithstanding any other provision of the Agreement, Young Living may, at its option, enforce this Section by lawsuit in a court of competent jurisdiction in Utah, by mediation or arbitration, or any combination thereof.

3.11.2. Leadership Non-Competition

To protect Young Living's brand identity and integrity and as a condition of the Agreement, Brand Partners who have achieved the leadership rank of Diamond or higher understand and agree to not engage in any other Network Marketing business.

However, any Brand Partner including Diamond or higher may freely participate in affiliate programs as long as such affiliate products are not essential oils or nutritional supplement products competitive with Young Living products and where such affiliate products are sold to single customers through referral based marketing or selling and do not involve multiple levels of sales compensation.

Additionally, any Brand Partner to include Diamond-ranking or above Brand Partners may purchase products from other multi-level marketing, party planning, or other direct sales companies solely for their personal use.

Brand Partners with the leadership rank of Diamond or higher may also operate any non-Networking Marketing businesses activity separately and apart

from their Young Living Brand Partner account and business and shall not violate the above Non-Solicitation and Recruitment section 3.11.1.

Specifically, during the term of the Agreement Brand Partners who have achieved the leadership ranks of Diamond or above:

- a. may not display Young Living promotional materials, sales aids, products, or services ("Promotional Materials") with or in the same physical or electronic/online location as any non-Young Living Promotional Materials, or in any manner or format that enables a viewer to contemporaneously view Young Living Promotional Material and non-Young Living Promotional Material. For example, you may not present Young Living Promotional Material and non-Young Living Promotional Material on or in the same website, blog, tweet, post, "social media account", text, brochure, or other printed marketing material, signage, or electronic or other communication.
- b. may not offer Young Living programmes, opportunities, products, or services to prospective or existing Young Living customers or Brand Partners in conjunction with any non-Young Living programmes, opportunities, products, or services; and may not offer any non-Young Living programmes, opportunities, products, or services at any Young Living-related meeting, seminar, convention, webinar, teleconference, or other event.

Reaching the rank of Diamond and above is very prestigious and provides these elite level Brand Partner access to additional Young Living confidential and trade secret information, support and compensation. Accordingly, once a Brand Partner has achieved the rank of Diamond or above, for the remainder of the Brand Partner's Agreement and for a period of six months thereafter the Young Living Brand Partner may not directly or indirectly serve as a consultant, employee, agent, partner, seller, distributor, or owner of or with any other multilevel marketing, party planning, or other direct sales company, regardless of the type of products or services offered by that entity. This restriction applies to any geographic market the Brand Partner (or the Brand Partner's Business Organization) serviced or within which the Brand Partner (or the Brand Partner's Business Organization) physically worked during the term of this Agreement.

Brand Partners at the rank of Associate up through Platinum may join and operate other network marketings companies and/or any other business opportunity that does not have essential oil products or nutritional supplements products that directly

compete with the nutritional supplement products of Young Living provided that they shall not violate the Non-Solicitation and Recruitment sections 3.11.1

3.11.3 Targeting Other Direct Sellers

Young Living does not condone Brand Partners specifically or consciously targeting the sales force of another direct sales company to sell Young Living products or to become Brand Partners for Young Living. Nor does Young Living condone the solicitation or enticement of Brand Partners of the sales force of another direct sales company to violate the terms of their contract with such other company.

3.11.4 Cross-Line Recruiting

Actual or attempted cross-line recruiting or sponsoring is strictly prohibited and will not be tolerated. "Cross-line recruiting" is defined as

- (a) the solicitation and/or enrolment, indirect or otherwise, of an individual or entity that already has a current Brand Partnership with Young Living, or who has had an Agreement within the preceding six (6) calendar months within a different line of sponsorship;
- (b) training current Young Living Brand Partners from different lines of sponsorship how to change sponsors in a non-permitted way in order to facilitate their move to your organisation; or
- (c) aiding, encouraging, or facilitating the actions outlined in (a) or (b) of this definition. The use of a spouse's or relative's name, trade names, DBAs (Doing Business As), assumed names, corporations, trusts, ID numbers, or fictitious ID numbers to circumvent this policy is strictly prohibited.

You shall not demean, discredit, or defame another Young Living Brand Partner especially in an attempt to entice another Brand Partner to become part of your marketing organisation. Young Living reserves the right to terminate your Sales Organisation for failure to comply with this policy.

3.11.5 Bonus Buying and Stacking

Young Living's business model operates on the principle that 100% of sales by Young Living are made for sale to and/or consumption by end consumers who are purchasing Young Living products solely on the merits of the products themselves. Any device or scheme whereby a Brand Partner directly, indirectly or through a third party causes product to be purchased solely for the purposes of qualifying for sales bonuses or commissions constitutes fraud on the part of the Brand Partner and is a violation of this Agreement. To ensure compliance with local regulations, the

following activities are strictly and absolutely prohibited and may result in the termination of your Agreement:

- a. the enrolment of individuals or entities without their knowledge;
- b. signing of the Agreement for another person or entity without their knowledge;
- c. the fraudulent enrolment of an individual or entity as a Brand Partner or Customer;
- d. the enrolment or attempted enrolment of non-existent individuals or entities as Brand Partners or Customers (phantoms); or
- e. Seeking to increase commissions, bonuses, or other compensation by (i) providing financial assistance to Brand Partners of your Business Organization, (ii) buying products through the account of another Brand Partner, or (iii) drop shipping through another Brand Partner's account
- f. Improperly or without permission using a credit card, PayPal account or other payment method for or on behalf of another Brand Partner, when that Brand Partner or Customer is not the account holder/owner of such credit card, PayPal account or other payment method for bonus buying or commission qualification purposes;
- g. Purchasing more product than he or she can reasonably consume or re-sell, in the pursuit of commissions, bonuses, or other compensation.
- h. Instructing other Brand Partners to purchase products solely in order to cause someone to meet any qualifications requirements on the Sales Compensation Plan

3.12 International

Compliance with foreign laws regarding intellectual property, data privacy and protection, customs, economic sanctions, export controls, taxation, literature content, and other direct selling guidelines is critical to successful international expansion of Young Living into new markets. Consequently, Brand Partner are authorised to sell and enrol other Brand Partners only in countries or jurisdictions in which Young Living is authorized to conduct business, as listed in official Young Living literature, and only when following this Agreement and the Policies and Procedures of those countries and other applicable law. Unauthorised premarket opening activity may jeopardise Young Living's ability to enter a new market and may result in loss of opportunity for many other Brand Partners. Because of the severe possible consequences, Young Living may terminate its Agreement with Brand

Partners who engage in unauthorised premarket opening activity. Brand Partner are not authorised to register product, trade names, trademarks, patents, web domains, or IP addresses in any country for or on behalf of Young Living. Brand Partner agree to indemnify Young Living for any such activity of yours that damages Young Living, including, but not limited to, loss of profit, loss of goodwill, any damages, and reasonable attorneys' fees.

Young Living Brand Partners will not place orders for shipments to or otherwise transfer, resell, or reexport Young Living products to any countries or jurisdictions that are subject to a comprehensive embargo under U.S. law, or which are otherwise not approved by Young Living. Young Living reserves the right to terminate its agreement with Young Living Brand Partners that violate these terms, without advance notice and without liability to the Young Living Brand Partner.

Brand Partners that want to sell products and sponsor new individuals in a country officially recognized as open by Young Living must do all the following:

- Be in good standing in the Brand Partner's country of residence.
- Read, understand, and agree to follow the Agreement in place for that country.
- Agree to follow all applicable laws of that country.
- Agree to any tax withholdings that may be required for that country.

Only products that have been registered for sale in Europe may be promoted and sold in Europe.

Brand Partners may sell to and sponsor and/or enroll new Brand Partners globally but only in countries where Young Living has previously approved in writing.

Note that product availability may differ for countries whose residents purchase products on a not for resale (NFR) basis. For open markets, only products that have been registered for sale in that same country may be promoted and sold and such sales must comply with any authorisations by Young Living and terms or policies related to sales in those countries. Brand Partners may not import products into any country that are not legally importable or saleable. Brand Partner agree to follow all laws in any country into which they sponsor Brand Partners, including, but not limited to, all direct selling laws, all solicitation laws, all advertising laws, all claims laws, all tax laws, and any other laws that apply to operating a business organisation in a foreign country.

Each Brand Partner that is not a resident of the United States understands and agrees that all services performed in connection with that Brand Partner's Young Living business are performed outside the United States. Brand Partners that perform services within the United States in connection with their Young Living business must contact Young Living at usbusinessstrips@youngliving.com within 30 days of performing such services to report the time they spent in the United States on business activities in connection with their Brand Partner account.

3.13 Not For Resale (NFR) Products And Location Where Services Are Performed

In some countries, Brand Partners or customers may purchase Young Living products on a not-for-resale (NFR) basis. If you purchase NFR products, it is against the law for you to resell them.

NFR product availability may be different in each country.

3.14 Anti-Bribery

Brand Partner and their agents, employees, or consultants must not pay or give, or offer or promise to pay or give, any money or anything of value to any government official or employee, political party, or candidate for political office (collectively referred to as "Government Recipient")—or to any person, while knowing or having reason to know that all or a portion of such money or thing of value will be paid or given to, or offered or promised to, directly or

indirectly, any Government Recipient—for purposes of obtaining an unfair advantage or influencing any act or decision of a Government Recipient or inducing a Government Recipient to use his, her, or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; and you will cause your employees, officers, agents, and sub-consultants to do likewise.

3.15 Repackaging and Relabelling

Brand Partner may not re-label, alter the labels of, repackage, or refill any Young Living[®] products. Young Living's products must be sold in their original containers only. Brand Partners will not remove, deface, or modify any serial number, UPC code, batch or lot code, or other identifying information on products or packaging. Brand Partners will cooperate with Young Living in the investigation and resolution of any quality or customer service issues related to sales of Young Living products, including disclosing information regarding product sources, shipment, and handling. Brand Partners will not remove, translate, or modify the contents of any label or literature on or

accompanying the products, unless directed to do so by Young Living. Brand Partners will comply with all instructions provided by Young Living regarding the proper care, storage, and handling of the products. Specifically, all Young Living products must be stored in a cool, dry place, away from direct sunlight. Brand Partners will regularly inspect Young Living inventory for products that are expired or that will expire within 60 days and will not sell such products. Brand Partners will provide current contact information to customers and make it known to customers that you are available to answer questions, provide advice, and respond to customer concerns both before and after the sale of products. Brand Partners will respond to any questions or concerns from their customers relating to product information, proper usage, or other inquiries. When responding to customer questions or concerns, Young Living recommends that Brand Partners consult Young Living materials, refer to and use available educational tools, or contact Young Living directly. Brand Partners will cooperate with Young Living with respect to any product recall or other consumer safety information dissemination efforts.

Young Living strongly recommends that Brand Partner do not use Young Living products as ingredients in or components of any product for resale. If a Brand Partner uses Young Living products as an ingredient of any product for resale, the Brand Partner is strictly prohibited from using Young Living trademarks or logos in conjunction with selling such product. Such relabeling or repackaging could result in severe criminal penalties. Young Living may terminate the account or take any other action Young Living deems appropriate with any Brand Partner who violates this section.

Relabelling or repackaging could result in severe criminal penalties. Young Living may terminate the account or take any other action Young Living deems appropriate with any Brand Partner who violates this section.. 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, including but not limited to a use of Young Living products as an ingredient and the repackaging or relabeling of any of its products.

3.16 Confidentiality Agreement

During the term of this Agreement, Young Living may supply Information that is of a confidential or proprietary nature, this includes, but is not limited to, genealogical and organisation reports, Customer lists, Customer information developed by Young Living or developed for and on behalf of Young Living by Brand

Partners (including, but not limited to, Customer and Brand Partner profiles, personally identifiable information and product purchase information), Brand Partner lists, manufacturer and supplier information, business reports, commission or sales reports, marketing strategies and plans, product formulae, product information, promotional information and other financial and business information (“Confidential Information”).

Young Living does not guarantee that the confidential information is complete, accurate, of satisfactory quality or fit for any purpose and agrees to accept Young Living’s confidential information “as is.” In disclosing the confidential information, Young Living does not undertake to provide any additional information to update or correct any inaccuracies in the confidential information.

All Confidential Information (whether in written, oral, or electronic form), is transmitted to Brand Partners in strictest confidence on a need-to-know basis for use solely in that Brand Partner’s Young Living business for Young Living products and in accord with the Agreement.

In certain instances (for examples, with respect to promotional information supplied to high ranking Brand Partners in advance of the applicable promotions) you may not share such information within your Sales Organisation until the promotion is disclosed to all Brand Partners by Young Living.

Brand Partners may use and disclose the confidential information only in strict accordance with the conditions and restrictions that Young Living may require from time to time, including restricting disclosure of promotional information until Young Living makes such information generally available to all Brand Partners. Brand Partners must not use or disclose confidential information to compete with Young Living or for any purpose other than for promoting Young Living products and services. Brand Partners must adopt and maintain reasonable safeguards to protect the Confidential Information and must not disclose to a third party directly or indirectly unless such disclosure is expressly unauthorized by Young Living in writing or required by law. Each Brand Partner agrees to indemnify Young Living against damages incurred for any and all such unauthorized Confidential Information disclosures.

Upon cancellation, expiration, or termination by either party, for any reasons of the Agreement, each Brand Partner must discontinue the use of such Confidential Information and destroy or promptly return to Young Living any Confidential Information in your possession. Without limiting Brand Partner’s obligations as set forth in this Section , Young Living

my further require a signed nondisclosure agreement before releasing any business information to Brand Partners and may require Brand Partner to certify that they have returned or destroyed all Confidential Information upon termination of their accounts.

In the event of the cancellation, expiration, or termination by either party for any reason of the Agreement, the obligations contained in this section survive and are subject to legal enforcement injunction, damages and all other available remedies. You further agree that in the event Young Living prevails in any legal action to enforce its rights under this Section, Young shall be entitled to all costs and reasonable attorney's fees incurred in enforcing its rights under this section.

3.17 Authorisation to Take and Use your Photo or Video

Brand Partners of Young Living consent to having their image captured in photographs or videos at various Young Living-sponsored events by Young Living staff and to have those images used by Young Living as they see fit in advertising and marketing materials. Brand Partners will not be compensated for this usage. Brand Partner who have a religious or moral objection to having their picture taken or appearing in videos, must notify a member of Young Living's staff at the event where photographs and videos are being taken. The provisions of this section will permanently survive the term of the Agreement.

You give your consent to Young Living:

- storing copies of the photograph for the Specific Purposes or
- to it transferring the photograph and my contact details to a destination outside the European Economic Area (EEA) or storing them at a destination outside the EEA such as the U.S.A. You will not be compensated for this usage.

3.18 Rank Recognition

The Young Living Compensation Plan pays compensation based on different ranks and the criteria set forth in that plan. Each month Brand Partner may qualify for sales commission payments according to the rank in which you qualify. Brand Partners are recognised by Young Living in various ways and at various times as they achieve certain ranks Brand Partners are recognized by Young Living in various ways and at various times as they achieve certain ranks. To be recognized at and enjoy the benefits of a rank (as defined by Young Living), Brand Partners must meet the minimum requirements to qualify for that rank (or above) within the monthly time frame and must have their account in active and good standing.

Requirements to qualify for and to be invited to recognition retreats and/or qualify for unique rewards, incentives, or events are published at Youngliving.com.

3.19 Non-Exclusivity

Young Living does not grant any Brand Partner, individually or as a group, an exclusive territory or exclusive right to any sales channel for Young Living's products or services. Brand Partners are also not required to pay franchise fees. Young Living reserves the right to offer its products and services through any sales channel and territory, including, but not limited to, its digital commerce website, and other companies (e.g., e-commerce platform) or other distribution channels.

3.20 Non-Disparagement, Anti-Harassment and Employee Privacy

Brand Partners must not disparage, slander, or defame Young Living, other Brand Partners, Young Living employees or officers, or Young Living founders. You, however, may give honest reviews of Young Living products and services, including negative reviews, either verbally or in writing without violating this clause so long as the reviews are accurate, honest, and not misleading. Reviews of Young Living products or services by Young Living Brand Partners must also not be libelous, harassing, abusive, obscene, vulgar, sexually explicit, or inappropriate with respect to race, gender, ethnicity, or other intrinsic characteristics.

Young Living also will not tolerate its employees (which, for purposes of this section 3.20 and for the avoidance of doubt, includes Young Living's corporate officers) being harassed, cyber-stalked, or otherwise abused. Young Living asks its Brand Partners to remember that Young Living employees have personal lives, personal opinions, and privacy outside the bounds of their employment at the company. Employees do not speak for the company when communicating via their personal e-mails, social media pages, phone calls, etc. Even when an employee is speaking in his or her capacity as a Young Living employee, every employee is only human and may at times misspeak or speak imperfectly. Young Living asks its Brand Partners to exhibit grace not only in their dealings with one another but also when dealing with corporate employees.

Brand Partners who personally attack or verbally abuse Young Living staff may face disciplinary action under these Policies and Procedures. In addition, Brand Partners of all ranks are expected to follow the appropriate corporate channels for resolving account issues or providing feedback (e.g. customer service teams, Diamond Support, etc.) rather than attempting to contact Young Living employees directly through improper channels.

Violations of this Section constitutes a material breach of the Brand Partner Agreement and may result in Young Living terminating its Brand Partner Agreement with the breaching Brand Partner.

The obligations contained in this Section survive termination of this Agreement and are subject to legal enforcement by injunction, damages, and all other available remedies. Brand Partners further understand and agree that if Young Living prevails in any legal action to enforce its rights under this Section, Young Living will be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this Section.

3.21 Authorisation to Transfer and Disclose Personal Information

In order to provide support for your sales organisation, you authorise Young Living to disclose personal and/or confidential information provided to Young Living in connection with your sales organisation or that you have developed as a result of your activities as a Brand Partner. You authorise Young Living to transfer and disclose this information to its parent and affiliate companies, to your upline to ensure proper upline support to you and your sales organisation, and to applicable government agencies or regulatory bodies if required by law. You also authorise Young Living to disclose your personal contact information to Brand Partners of your downline.

You further authorise Young Living to use your personal information for Brand Partner recognition and marketing materials.

4. SPONSOR'S RESPONSIBILITIES

4.1 Sponsoring

All Brand Partner have the right to enrol and sponsor new individuals as Brand Partners and/or Customers. If two Brand Partners claim to be the Sponsor and/or enroller of the same new Brand Partner or Customer, the new Brand Partner/Customer has the right to choose between the two claiming Brand Partner within the first 30 days of their enrolment.

When sponsoring a new Brand Partner, you must provide the most current version of these Policies and Procedures and the Compensation Plan before he/she signs a Brand Partner Agreement or ensure that such individual has online access to these materials.

4.2 Sponsoring Online

When sponsoring a new Brand Partner through the online enrolment process, Brand Partner may assist the new applicant in filling out the enrolment materials. However, the applicant must personally review and sign the online Agreement. Brand Partner may not fill out the online application and Agreement for the new Brand Partner.

4.3 Privacy

Brand Partners must safeguard and protect all private information provided by Brand Partners and Customers in the operation of the Brand Partner's business organization in accordance with the Young Living Privacy Policy. Brand Partner may not sell any of the private information or otherwise retain, use, or disclose the private information for purposes outside of the business relationship contemplated by this Agreement.

Additionally, Brand Partner agrees to use and store the private information according to the following data storage guidelines:

- Hard copies of the private information must be stored in a secure location where only the Brand Partner can access it, in a locked cabinet if possible.
- Electronic copies of the private information are only on password-protected computers, laptops, and devices to which Brand Partner has exclusive access.
- Brand Partners must take reasonable security precautions on devices on which private information is stored, including using virus protection and anti-malware software and up-to-date software patches.

- Where saving electronic documents is necessary, Brand Partners should save private information to password-protected computers, laptops, and devices to which only the Brand Partner has access, and not to unencrypted portable storage device such as memory sticks, external hard drives, etc.

Brand Partner must respect the privacy of their Sales Organisation and accept any e-mail or other similar “opt outs” passed on from your Sales Organisation and remove the details from contact lists or data collections. Personal data (including but not limited to addresses, e-mail etc.) obtained through Young Living sources (e.g. Virtual Office, Genealogy reports, etc.) may only be used for purposes regarding your responsibility as a Sponsor, unless you have the explicit consent from a Brand Partner to contact the Brand Partner in non- Young Living related matters.

5. ADVERTISING

5.1 Use of Young Living Materials

To prevent inadvertent errors or illegal claims, you should strive to use the current Young Living marketing materials, literature and official claims and text specific to the country where used, for advertising and describing Young Living’s products or programmes. The materials must be used in context so as not to be misleading.

5.2 Education and Reference Materials

Young Living places a strong emphasis on education and encourages all our Brand Partners to expand their knowledge about the remarkable products we have developed. Our commitment to education extends to our own Young Living website, which containing substantiated science and approved claims for advertising and promoting Young Living Products.

Young Living Brand Partners are encouraged to research and educate themselves on our products through a wide array of resources, including books, websites, YouTube channels, blogs, and more. We believe that continuous learning is essential for understanding our products.

As part of this commitment to education, Young Living members are granted the freedom to use reference materials from third-party sources to promote Young Living and its products. However, we emphasize that brand partners are not permitted to use any inappropriate product claims when advertising/selling Young Living Products. Inappropriate product claims include statements that suggest Young Living products can be used to diagnose, treat, cure, or prevent diseases.

Young Living does not impose restrictions on the books, tools, or other reference materials you use for personal learning as long as you are not using these materials to advertise or sell Young Living products.

When advertising our products, we are regulated by “Commercial Speech” standards that restrict the claims we can make. These regulations are in place to safeguard consumers and ensure informed decision-making when purchasing products. As a brand partner, any marketing material you create is considered as Young Living corporate’s advertising material. We strongly encourage our distributors to promote Young Living products while adhering to both our Policies and federal regulations.

For guidance on how to effectively promote Young Living products within these boundaries, we recommend exploring the “Product Education” section available in your Virtual Office. This resource provides

valuable information to help you educate others about our products while staying in compliance with our policies and legal regulations.

5.3 Brand Partner-Developed Advertising Materials and Products

Brand Partners that choose to produce or use advertising materials not developed by Young Living must clearly identify that the material is from an “Independent Brand Partner” and not Young Living and explicitly state that the materials have not been approved or endorsed by Young Living. Brand Partners are not permitted to use Young Living corporate letterhead or any other representation that the Brand Partner is an employee of Young Living.

Any use of advertising materials not product by Young Living must be compliant with all applicable laws and the Agreement. Such material must be produced in a professional and tasteful manner to protect the Young Living Brand. Material must not be used that reflects poorly upon Young Living. Brand Partners agree that Young Living may request the removal or discontinuation of use of Brand Partner-developed advertising materials, and Brand Partners agree to promptly comply with all such requests.

Brand Partner automatically assign with full title guarantee all intellectual property rights including copyright throughout the world subsisting in such materials in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any

infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of the Brand Partner Agreement. Brand Partner, being the sole author of such materials, waives absolutely all moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights the Brand Partner may have in any territory of the world. Violations may subject a Brand Partner to the sanctions allowed under these Policies and Procedures or the Brand Partner Agreement.

Any use of advertising materials not produced by Young Living must be compliant with all applicable laws and these Policies and Procedures. Such material must be produced in a professional and tasteful manner. Material must not be used that reflects poorly upon Young Living. Violations may subject a Brand Partner to contractual sanctions as outlined.

5.4 Advertising Claims and Representation

5.4.1 Product Claims

Brand Partner must not make (either orally or in writing) any claims which are not expressly stated in Young Living’s literature and are prohibited from making inaccurate and impermissible claims about any Young Living products. In particular, Brand Partner may not make any claim that Young Living’s products are useful in the diagnosis, cure, mitigation, treatment, or prevention of any disease or condition, including in a personal testimonial. Brand Partners must also avoid making any statements or claims that are false or misleading concerning Young Living’s products. Brand Partners must comply with all laws regarding any statements made.

Anyone improperly diagnosing or prescribing Young Living’s products for any condition may jeopardise the future of Young Living and all of its Brand Partners and therefore will be subject to termination of their Brand Partnership if they are found to have diagnosed any conditions and prescribed Young Living products without being a licensed medical professional authorised to do so.

5.4.2 Earning Claims

Brand Partners may not make any false, misleading, or potentially misleading claims of earnings, income or lifestyles.

Brand Partners are prohibited from making improper income claims, any testimonial, statement, or other representation, whether written or oral, that pertains to the following in connection with the Young Living business opportunity:

- Exaggerated or guaranteed incomes, earnings, or profits
- Hypothetical, potential, or estimated incomes, earnings, or profits that are in any way misleading
- Exaggerated or luxurious lifestyles
- Any other false, untruthful, incomplete, or otherwise misleading or potentially misleading information regarding income, earnings, or lifestyles

For example, Brand Partners may not state or imply that operating a Young Living business will lead to:

- Early retirement
- Income equivalent to a full-time career (“career-level income”)
- A luxurious lifestyle

- A large home
- Luxury automobiles
- Exotic vacations
- A spouse no longer having to work
- Financial freedom
- Or anything similar thereto

Additionally, Brand Partners may not mention Young Living in a social media post near one suggesting a luxurious lifestyle.

Further, Brand Partners may not disclose images of any commission check/commission payments or any images of bank accounts, balances, tax statements, or similar financial records.

Young Living Brand Partners must provide a clear and conspicuous disclaimer describing the typical outcome for that audience as follows: “Most Brand Partners only earn modest supplemental income. A Brand Partner’s income and earnings will depend on their individual diligence, work effort and market conditions. Young Living does not guarantee any earnings, income, or rank success”.

Additionally, if a Brand Partner makes an earning claim that implies an outcome that is not typical of his or her audience, then the Brand Partner must also provide a clear and conspicuous disclaimer describing the typical outcome for that audience. For example, a claim made online that implies part-time income levels could be accompanied by a disclaimer that “Most Brand Partners only earn modest supplemental income. A Brand Partner’s income and earnings will depend on their individual diligence, work effort and market conditions. Young Living does not guarantee any earnings, income or rank success”.

If a Brand Partner discusses or implies full-time-level earnings, he or she must accompany this discussion with a disclaimer that states something to the effect of, “Most people only earn modest supplemental income. A Brand Partner’s income and earnings will depend on their individual diligence, work effort and market conditions. Young Living does not guarantee any earnings, income or rank success.

5.4.3 Sales Compensation Plan Claims

When presenting or discussing the Compensation Plan, you must make it clear to prospective Brand Partners that financial success with Young Living requires commitment, effort and sales skill. Conversely, you must never represent that individuals can be successful without diligently applying

themselves over an extended period. Examples of misrepresentation in this area include:

- Anyone can success with little or no effort
- Failure to succeed is just a lack of effort
- The system will do the work for you
- Just get in and your downline will build through spill over
- Just join and I will build your downline for you
- The company does all the work for you
- You don’t have to sell anything
- All you have to do is buy your products every month

5.4.4 Indemnification for Unlawful Advertising Statements

Brand Partners are fully responsible for all verbal and written statements you make regarding Young Living’s products, services, and the Compensation Plan which are not expressly contained in official Young Living materials. Brand Partner agree to indemnify Young Living and Young Living’s directors, officers, Brand Partners, shareholders, managers, employees, and agents, and hold them harmless from any and all liability, costs and losses, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Young Living from any liability arising from or related to Brand Partners’ actions in the promotion of Young Living products, services, and business opportunity. This provision will survive the termination of the Agreement.

5.5 Young Living Intellectual Property

Brand Partners are fully responsible for all verbal and written statements they make regarding Young Living products, services, and the Sales Compensation Plan that are not expressly contained in official Young Living materials. Brand Partners agree to indemnify Young Living and Young Living’s directors, officers, Brand Partners, shareholders, managers, employees, and agents, and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorneys’ fees, court costs, or lost business incurred by Young Living from any liability arising from or related to Brand Partners’ actions in the promotion of Young Living products, services, and business opportunity. This provision will survive the termination of the Agreement.

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, hashtags, web addresses, or URLs, text, photographs, and video (“Intellectual Property or IP”) are herein referred to as “Young Living IP” and are owned by Young Living.

During the term of the Agreement, and only during that term, Brand Partners are authorized to (a) copy and use the photographs made readily accessible on Young Living’s free websites or services, the text of product and service descriptions provided by Young Living, and the videos posted to Young Living’s online video sites (e.g., Young Living’s Vimeo[®] and YouTube[®] pages) and (b) use, except as prohibited herein, Young Living’s IP (excluding Young Living’s company logos) solely in connection with the development of online and printed materials for use in building and managing their business organization.

Brand Partners may not, however, use this Young Living IP in connection with any activity outside the scope of the Brand Partner’s Agreement without Young Living’s written authorization. Brand Partners may not sell materials containing these properties (e.g., marketing materials, including physical or electronic), essential oil accessories, swag, software or mobile apps, branded merchandise, books, brochures, movies, or other products that they sell to others (including other Brand Partners), directly or indirectly. Upon termination of the Agreement, this license will automatically terminate, and Brand Partners must immediately cease all use of Young Living IP.

Brand Partners are prohibited from applying for, owning, or registering any Young Living trademark, in whole or in part, or any confusingly similar word, logo, or symbol as a trademark in any jurisdiction in the world. In the event Brand Partners do so or have done so, Brand Partners agree to assign, at no cost, the trademark registration or application to Young Living within 10 days of Young Living’s written request.

Brand Partners must use the phrase “Young Living Independent Brand Partner” in a legal and lawful manner in connection with any authorize Young Living IP for online paid marketing program or effort, including pay-per-click online advertising, Google AdWords, paid social ads, video content, content syndication, and display marketing.

5.6 Domain Names and E-mail Addresses

Brand Partners may not use or attempt to register any of Young Living Trademarks, or any derivative thereof for any Internet domain name in whole or in part, either in the United Kingdom or abroad. Nor may Brand Partners incorporate or attempt to incorporate any of Young Living Trademarks (IP), or any derivative thereof into any electronic mail address. In accordance with this policy, all existing Brand Partner-owned domain names that violate this provision will be expected to be brought into conformance within 30 days of notification of a violation by Young Living. In limited circumstances, an infringing domain name or e-mail address registration may be allowed to exist upon the signing of an annual trademark license agreement with Young Living Essential oils (US Headquarter), which will also carry a license fee. Such licensed agreements may be offered, withdrawn, or modified by Young Living at its own discretion at any time. Brand Partners with nonconforming domain name registrations who do not make such an agreement with Young Living will be expected to transfer those registrations to Young Living within the 30 day period noted above.

5.7 Internet Policy

Many Brand Partners will use the Internet to further their businesses using websites, blogs, social media, etc. (collectively “Brand Partner Sites”). Brand Partner Sites used to promote Young Living, Young Living[®] products, or Young Living events must display a current Young Living Independent Brand Partner logo in a prominent location so that visitors to the sites are not given the impression that it is an official Young Living corporate site. Additionally, any website or online application used to promote a Brand Partner’s account must include the Brand Partner’s account number.

Brand Partner Sites may include current product descriptions, photographs, video, and other media, made available to Brand Partners by Young Living (e.g. through the official YL website, the Virtual Office, or the YL Flickr[®] account). The Brand Partner Sites may not:

- a. use the corporate Young Living logo;
- b. use a similar website layout, which “looks and feels” like the Young Living website;
- c. collect, store, process or transmit confidential Brand Partner and/or Customer information.
- d. make any improper product, income, sales compensation plan, health or nutritional claims, as outlined;

- e. promote the products or business of any other company; or
- f. contain false or misleading information; or
- g. use old or outdated product descriptions, photographs, videos, and other media, or
- h. have the appearance that it is operated by Young Living or any third party (meaning anyone other than the Brand Partner).

When using social media, Brand Partners may not use as their username, account name, or other identifier (collectively “Username”) any of Young Living’s trade names (IP’s) or company names or any other name that may be confused with Young Living or suggest Young Living’s sponsorship thereof.

Usernames may, however, include the name “Young Living,” if they also include “Independent Brand Partner” or a similar identifier that effectively distinguishes it from a Young Living account.

Brand Partners may use websites to also sell Young Living products (with the exception of sites prohibited by section 5.8 below), but only subject to the above and following conditions:

- Each website must be operated by the Brand Partner in his or her legal name or registered fictitious name, conspicuously state such name, mailing address, telephone number, and email address (collectively, “site holder information”), and such site holder information must be included with any shipment of products.
- The Brand Partner must register the website to be used for sales with Young Living. Registration is accomplished by emailing both the name of the URL and the Brand Partner’s number to ylconducteurope@youngliving.com.
- Such site must display the Brand Partner, as well as the Independent Brand Partner logo.
- Such site must have a mechanism for receiving Customer feedback and the Brand Partner will (a) use all reasonable efforts to address all Customer feedback and inquiries received in a timely manner; (b) provide copies of any information related to Customer feedback (including any responses to Customers) to Young Living upon request; and (c) cooperate with Young Living in the investigation of any negative online review associated with the sale by the Brand Partner of Young Living products and use any reasonable efforts to resolve any such reviews.
- Notwithstanding the clause at (c) above in the Agreement, such site may collect, store, process, and transmit Brand Partner or

Customer confidential information, provided that the site complies with all applicable privacy, accessibility, and data security laws; regulations; and industry standards.

Brand Partners are responsible to ensure that all those operating any internet site on behalf of the Brand Partner or Professional Account comply with all the requirements addressed throughout this section and the remainder of the Agreement.

Any website or online application that is used by a Brand Partner to promote the Brand Partner’s Young Living account in any way may be monitored by Young Living. Failure to monitor any such site or online application for any time period does not waive Young Living’s rights to ensure compliance with this section. At Young Living’s request, the Brand Partner will reasonably cooperate in demonstrating and/ or providing access to and copies of all web pages, social media posts, and any other online content and/ or activity related to the Brand Partner’s or promotions of Young Living on the internet. Young Living may terminate a Brand Partner’s account or take any other action Young Living deems appropriate for violations of this section.

5.8 Internet Classified Ad Sites, Auction Sites, Shopping Sites, or Order Fulfilment Stores Restricted

Young Living is direct selling company. Presentations, business meetings and personal contacts of Independent Brand Partners are the primary permissible venues where Young Living products and the Young Living opportunity are intended to be presented. The integrity of the Young Living brand name, product line, health and safety issues, and the Independent Brand Partner relationship is key to Young Living. Offering our products on auction sites weakens the personal relationship between the Independent Brand Partner and the Customer, as well as the brand and experience which Young Living wants to create for its Customers and products.

Notwithstanding the foregoing in section 5.6, in order to protect integrity and image of Young Living’s brand and to protect the businesses that Young Living Brand Partners are building, as a general rule, Brand Partners may not sell, promote, or display Young Living products on any Internet classified ad site (e.g., Craigslist, etc.), marketplace (e.g. Facebook[®] marketplace, Walmart[®] marketplace, etc.), auction site, shopping site, or order fulfilment store (e.g., eBay[®], Amazon[®], Lazada, Shopee, Mercado Libre, OrderDog[™].com, Overstock[®].com, etc.).

Further, Brand Partners may not

- a. enlist or knowingly allow a third party to sell Young Living products on any Internet classified ad site, auction site, shopping site, or order fulfilment store or
- b. sell products to a third party that the Brand Partner has reason to believe will sell such products on any Internet classified ad site, auction site, shopping site, or order fulfilment store.

Brand Partners may continue to sell Young Living products on their individual URL's and independent Brand Partners' retail sites provided they register their URL with Young Living and prominently display the independent Brand Partner logo and their Brand Partner number on the URL.

Young Living reserves the right to strictly prohibit, monitor, charge a fee, and take all enforcement efforts necessary, including, but not limited to, termination of an online seller's Brand Partner account if the Brand Partner is in violation of any laws, regulations, and these policies and procedures. Young Living shall be entitled to all and reasonable attorney's fees and related costs incurred in enforcing its rights in any action in which it is found that you violated the terms of this provision. No Brand Partners sales are permitted via internet sites except for those permitted via section 5.6 and through the Young Living Personal Websites in accordance with section 5.9.

5.9 Telephone and Email Solicitation

Any email messages distributed to solicit for a Brand Partner's business must conform to the CAN-SPAM Act (or the equivalent legislation in The Netherlands "Dutch Telecommunications Act") and contain appropriate opt-out provisions for the recipient. Failure to opt respondents out of Brand Partner's email, phone calls, or text when requested may subject such Brand Partners to legal action, and Young Living may terminate their account or take any other action Young Living deems appropriate.

Brand Partners may not engage in telemarketing to promote Young Living products or the Young Living business opportunity or to solicit potential Brand Partners or Customers. For purposes of this section, telemarketing refers to placing of one or more outbound telephone calls or texts, directly or through a third party, to an individual without that individual's express prior permission or invitation to call.

Brand Partners will indemnify Young Living and Young Living's directors, officers, Brand Partners, shareholders, managers, employees, and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds,

attorneys' fees, court costs, or lost business incurred by Young Living as a result of such prohibited telemarketing activities.

5.10 Young Living Provided Brand Partner Websites

Young Living offers a personalised website in select countries to assist in your marketing efforts. You should contact Member Services Europe at UK: 0044 (0) 20 3935 9000 (not toll free). for more details or log in to your Young Living Virtual Office (YoungLiving.com) for more information. You should be advised that by using a Young Living website, your contact information will become available to the public so that they may contact you with questions. Young Living will not be held responsible for any unintended or adverse consequences of this service.

5.11 Commercial Outlets/ Service Establishments

Young Living products are allowed to be sold in Service Establishments, which are defined as personal service establishments such as offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, counselling services, tanning centers, and other such businesses where the customers' use of the establishment is controlled by membership or appointment.

5.12 No Price or Territory Restrictions/ Gifts

It is recommended to sell Young Living's products to Customers at the suggested Customer prices (retail prices) set by Young Living in the Young Living Product Price List. You may sell Young Living's products at any price you choose, although it is strongly recommended to uphold the pricing structure set by Young Living. There are no exclusive territories granted to anyone. No franchise fees are required. Brand Partners purchase products at Brand Partner prices (wholesale prices). Young Living reserves that right to offer its products and services through any sales channel, including through its professional account program and through other companies (e.g., a direct sales company in China).

Brand Partner may offer gifts to Brand Partner in their team, as well as incentive gifts to new Brand Partners, provided the gift (or a combination of gifts) does not exceed the value of 25 Euros. The same restriction applies to training courses, seminars or similar educational experiences where the value/participation cost exceeds 25 Euros.

5.13 Trade Shows and Expositions

Brand Partner may display and/or sell Young Living's products at trade shows and expositions. All literature displayed at the event must be official Young Living literature relating to that country and Brand Partners must clearly identify themselves as an Independent Brand Partner.

5.14 Media Inquiries

Brand Partners must not attempt to respond to media inquiries regarding Young Living, its products or services, or their independent Young Living business/business organisation. All inquiries by any type of media must be immediately referred to the Young Living Europe Marketing Department. This will ensure that accurate and consistent information reaches the general public.

6. PRODUCT SALES

6.1 Product Sales and Sales Receipts

The Young Living Compensation Plan is based upon the sale of Young Living's products and services to end consumers. You must fulfil specified personal and downline organisation sales requirements (as well as meet other responsibilities set forth in these Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirement must be satisfied in order for you to be eligible for commissions:

Brand Partners are required to document all retail sales. Brand Partners are required to furnish their Customers with two copies of a Retail Sales Receipt, which specifies the date of sale, the amount of sale, the items purchased, and the Young Living satisfaction guarantee, as well as any consumer protection rights required by the law in the country of residence. In accordance with such laws, the Brand Partner must inform their customers of their customer's cancellation rights. Additionally, iselling product inventory to other Brand Partners, the selling Brand Partner must provide the purchaser with a Sales Receipt. The selling Brand Partner must maintain copies of all Sales Receipts for a period of two years and furnish them to Young Living at the Company's request.

6.2 Excessive Purchases Of Inventory and 70% Rule

Young Living's business model operates on the principle that all sales by Young Living are made for sale to or consumption by end consumers who are purchasing Young Living products solely on the merits of the product themselves. Brand Partners will not make and will not encourage their Business Organization or any other Brand Partner to make unnecessary product purchases that could result in a large, stagnant inventory. This is called "front-end loading" or "inventory loading" and refers to the purchase of products that are stored, destroyed, or otherwise disposed of without being consumed. Brand Partners must consume their products or sell their products to people who will consume them. Brand Partners are expressly prohibited from collecting or otherwise storing excessive inventory, as described by this section. If any Brand Partner is found to be buying to meet qualifications within the Sales Compensation Plan, Young Living may terminate the Brand Partner's

account or take any other action Young Living deems appropriate.

To be eligible for sales commissions, Brand Partners must not stock excessive inventory and must consume and/or sell to end consumers at least 70% of the inventory that they purchased for resale (and not personal use) before they purchase additional products. By ordering product, Brand Partners certify that they have sold or used at least 70% of all product previously purchase for sale.

6.3 Damaged Product

Brand Partners must not sell any products that are damaged, defective, have broken seals, evidence of tampering or are non-conforming. Brand Partners should notify Young Living of any damaged product or shipping damage as soon as possible.

7. SALES COMMISSIONS AND BONUSES

7.1 Sales Commission Payments and Bonuses

You must be active (at least one 50PV product order in the last 12 months) and in compliance with this Agreement to qualify for commission compensation. As long as you comply with the terms of the Agreement, Young Living shall pay you commissions and bonuses in accordance with the Compensation Plan. Commissions and bonuses are paid at a minimum, monthly. Commission payments (including bonuses and fees as mentioned below) are issued in US Dollars (\$) and are being converted at pay- out into the respective currency with the exchanged rate set by Young Living. All other commissions and bonuses (Unilevel, Generations, etc.) are paid on approximately the 18th of each month for the prior month's sales and services. Commission amounts under \$25 will not be issued as a bank transfer, but retained as a credit on account for future product purchases. Brand Partners may contact the Customer Care Department to obtain the current rate of exchange.

Leaders will be required to actively meet leadership requirements defined by Young Living to qualify for their commission bonuses. For more information, see the Compensation Plan.

Brand Partners may access detailed sales commission reports from the Virtual Office at YoungLiving.com. Brand Partners who do not have Internet access may request that the report be mailed for a small fee. Brand Partners should review their Sales Commission and Bonus Recap statements and report any errors or discrepancies to Young Living within 45 days from the date of payment. Errors or discrepancies that are not brought to Young Living's attention within 45 days will be deemed waived.

Credits or cash commissions onto the Brand Partner's Young Living account (shown as a credit on the Brand Partner's account) may be used against future purchases from Young Living.

7.2 Sales Commissions Adjustments

Brand Partners agree that adjustments will be made to your commission payment for any processing fees, unpaid balances, or debts owed for other services. When a product is returned to Young Living for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from any future commissionpayments, including that

of the Upline. Any other debt may be offset against commission payments.

7.3 Deductions/Maintenance Fees

A monthly maintenance fee is assessed each month and is used to cover your accounting, processing and account maintenance. The fee may be tax deductible, so consult your personal tax advisor for details.

Young Living may charge other fees including Account Inactivity or Dormancy Fees and Account Notification Fees. These fees are used to offset the costs involved for Young Living to maintain dormant accounts and provide notification to any Brand Partner with an account dormant for six months or more.

The current maintenance fee schedule and other fees such as Account Inactivity or Dormancy Fees and/or Account Notification Fees are posted on the Virtual Office, which Young Living may amend from time to time.

Young Living may deduct any Business Support Fee and/or Dormancy Fee and other listed fees herein from any owed sales commissions or deduct from any credits on account included but not limited to; sales commission credits, returned order credits, and canceled order credits..

The Maintenance Fee is to cover costs associated with accounts maintenance, to search for credit holders, maintain the accounts, send out requests and search material, regular updates, newsletters, etc. For any queries regarding the Company's exchange rate, please contact our Customer Care Department.

7.4 Returned Commissions Payments

- Direct Deposit Returns – Any failed direct deposit payments will remain as a payment pending to allow the Brand Partner to update banking information within the Virtual Office for future direct deposit payments.
- Any pending payments that are not claimed within six months will be converted to product credits that expire before the end of 12 months and returned to a Brand Partner's Young Living account.

7.5 Month-End Order Processing Cutoff

All website orders must be received and accepted on or before the last day of the calendar month at 11:59 p.m., mountain time, in order to count for that month. Changes made to pending orders that have not yet shipped will keep the original date the order was entered. The website is available 7 days a week, 24 hours a day, making it possible to place all orders by the end of the month.

8. ORDERING & YOUNG LIVING RETURN AND REFUND POLICY

8.1 Ordering Methods

All Brand Partners may place orders by telephone, YL website, e-mail or through the Young Living Loyalty Rewards Autoship Programme.

8.1.1 Phone

When ordering by phone, be prepared to present all information requested on the Young Living Product Order Form, including Brand Partner number and personal identification number (PIN). Live operators are available Monday/Tuesday/Thursday/Friday from 9:00 a.m. to 5:00 p.m. and Wednesday 9:00 a.m. to 4:00 p.m. GMT. Hours may be subject to change. Payments can be made by Visa, MasterCard, PayPal, or bank transfers.

8.1.2 Young Living Website

The corporate website makes ordering and accessing information online quick and easy. Available 24 hours a day, 7 days a week (save for period of down time or updating), the Website allows you to place online orders. You will need your Brand Partner number and password (which must be kept confidential) to establish a login and security code (4-digit PIN) at www.youngliving.com. You must keep your PIN secure and only order on your account.

8.1.3 E-mail

When ordering by e-mail, please use e-mail address saved on the YL account and state your YL account number and PIN for identification.

8.1.4 Live Chat

Orders may be placed through the live chat service available through the Young Living website if available for each specific country.

8.2 Loyalty Rewards & Subscription Programmes

The Young Living Essential Rewards Program enables Brand Partner to have Young Living products automatically shipped to

them each month. Through this optional program, Brand Partner can earn free products, qualify for Brand Partners-only specials. A Loyalty Rewards order is entirely optional.

It is advised that a Brand Partner's autoship order be set up to be processed between the 1st and 22nd of each month. No autoship ordered will be processed after the 24th of the month. The earlier the order, the easier it is to solve any disputes with the payment and/or out-of-stock products. Young Living cannot be held responsible for orders that are not processed due to Brand Partner payment obligation.

8.3 General Ordering Policies

Orders with invalid or incorrect payment types, or anything else that may prevent Young Living from placing the order, Young Living will attempt to contact you by phone or email to correct the order. Young Living will make attempts to correct the order within 15 days, not to exceed the 4th day of the following month. If these attempts are unsuccessful, the order will be cancelled.

For orders to be counted in a given month, they must be received and accepted on or before the last day of the month. Changes made to pending orders that have not yet shipped will keep the original date the order was entered. This may affect commission qualification.

Brand Partners themselves are responsible to check payments on orders placed via the Virtual office. Should a payment fail, please contact customer care department, as it may affect commission qualification.

If an item ordered is out of stock or discontinued and the payment has been taken for this item, Young Living will attempt to contact you by e-mail, so you may select an alternative item. If we are unable to contact you or do not receive a response from you within one to two (1-2) business days, Young Living will remove the item and process the order. It is your responsibility to verify that the products in your order are available when shipped. No COD orders will be accepted.

Payment plans are not allowed when purchasing product. The balance may be paid with different credit cards but must be paid in full before the order will be shipped.

8.3.1 Back Orders

Because back orders often cause qualification problems and because some of our products are dependent on uncertain international supplies beyond our control, Young Living does not usually offer back orders. Only under unusual circumstances will Young Living offer a back order. If a back order does occur, no additional shipping charges will be incurred in shipping the back-dated product.

8.3.2 Orders rejected by the Brand Partner

Without prejudice to your statutory rights, a rejected order will incur a restocking fee of 10% of the purchase price and applicable Value Added Tax (less shipping charges).

9. SHIPPING

9.1 Shipping Methods and Charges

Orders are generally shipped within two (2) business days (excluding weekends and holidays). A packing list is included in each shipment. The invoice can be printed via the Virtual office, in the order history. It contains the order number, Brand Partner number and name, product code, product name, price, and the amount and method of payment. Brand Partners should keep these invoices for personal accounting records. Packages may be tracked through the parcel carrier.

9.2 Shipping Discrepancies

When an order is received, the products should be checked against the Invoice to make certain there is no discrepancy or damage. Please notify Young Living via mail, telephone or fax of any shipping discrepancies or damage within five (5) business days of receipt of shipment. Failure of notification within those five (5) days will forfeit your right to request a correction. For product faults or quality issues please refer to section 11 of the procedures. To correct any problems, you may have encountered with your shipments, please contact Young Living Europe B.V. – Member Services. Your Member Service representative will discuss the steps to rectify the situation and issue a Return Merchandise Authorisation (RMA) number if necessary. You may contact us by telephone, e-mail or by fax.

10. PAYMENTS

10.1 Methods of Payment

Young Living accepts the following payment methods:

- a. Visa or MasterCard. Using someone else's credit/debit card without their written permission is illegal and may be grounds for termination of this Brand Partner Agreement as well as possible legal action.
- b. Bank transfers.
- c. PayPal – PayPal is a third-party provider and Young Living is not responsible for any possible difficulties regarding PayPal or PayPal payments. This option can only be set up by the Brand Partner through the Virtual Office.
- d. Credit on account
- e. Pioneer

10.2 Insufficient Funds

It is your responsibility to ensure that there are sufficient funds available in your account to cover regular orders and Loyalty Rewards orders. Any uncollected amount may be deducted from commissions or a possible credit on your Young Living account.

10.3 SEPA Payments

Young Living reserves the right to block your Young Living account from adding and using SEPA as a payment method if your payment has been reversed more than 3 times.

Young Living also reserve the right to block your Young Living account from adding and using SEPA as a payment method prior to the 4th reversal, if Young Living believes goods were ordered with fraudulent intention and there is already a large amount owing on the Young Living account. Unpaid goods due to a SEPA reversal are still owned by Young Living, as no transfer of ownership occurred. Young Living reserves the right to take all enforcement efforts necessary, including, but not limited to, termination of an online seller's Brand Partner account to retrieve the property of Young Living or retrieve money owed including compensation through legal means."

10.4 Commission and Bonus Release Form

You may choose to retain your commissions and bonuses (all or in part) in the form of a credit on your Young Living account. This credit can be used against future product purchases. Please contact Customer Care in writing if you choose this option, by stating your name, YL ID number, the amount and which commission or bonus you wish to retain as a credit.

11. PRODUCT RETURNS POLICY

Young Living reserves the right to review each return or exchange on a case-by-case basis. Returns will cause promotions, credits, commissions, and bonuses to be adjusted or reversed, both for the person making the return and for any support team members who received compensation on such purchases.

11.1 Right of Withdrawal/Termination of Contract

The Brand Partner Agreement (Contract) may be withdrawn without giving any reason by either party within fourteen (14) days after acceptance of the Contract. To exercise the right of withdrawal, you must inform Young Living of your decision to withdraw from this contract via letter or e-mail. Any products purchased within those 14 days may be returned for the full value of the purchase price, however it is the Brand Partner's responsibility to ascertain that the returned products arrive back in the Young Living warehouse. In case the returned products do not arrive in the Young Living warehouse, the purchase price will not be refunded. The cost of shipping the products back to Young Living are to be carried by the Brand Partner.

11.2 Return Guidelines

If you are dissatisfied with any Young Living product, you may return:

- Any unopened product within 30 days after shipment for a full refund in the same method of payment of the purchase price and applicable sales tax (less shipping charges).
- Any opened product within 30 days after shipment for a credit on your Young Living account of the purchase price and applicable sales tax (less shipping charges).
- Any opened or unopened product up to 90 days after shipment for a credit on your Young Living account of the purchase price and applicable sales tax (less shipping charges and a 10% handling fee). The credit applied for opened product will be based on the percentage of the product returned. For example, if you return 50% of a product, then a credit of 50% (less shipping charges and a 10% handling fee) will be applied to your Young Living account.

If you sell product to non-Brand Partners, you are required to provide the same return policy to the non- Brand Partners as outlined in this Section. Brand Partners are also responsible for returning the product to Young Living within 10 days of receiving the return from the non-member. Young Living will not provide refunds on or accept returns directly from non- Brand Partners. Excessive returns may be deemed an abuse of Young Living's return policy and may result in suspension of your return privileges and/or sales organization. Damaged or incorrect shipments of products will not be subject to fees. If you are returning NFR products bought for personal use, please refer to the return policy of the United States Policies and Procedures.

11.3 Returns of Inventory by Brand Partners

If a Brand Partner chooses to terminate the Agreement, the Brand Partner may return any product inventory or sales aids purchased in the preceding 12 months for a refund if the Brand Partner is unable to sell or use the merchandise.

Brand Partners may return only products and sales aids that are in resalable condition, unless otherwise required by law. Resalable condition is defined as the same unopened condition as it was purchased new.

Brand Partner must return the products to Young Living, prepay the shipping charges, and include a letter explaining that you wish to terminate the Agreement and receive a refund. Upon receipt of the products, you will be reimbursed 90% of the net cost of original purchase price, less shipping charges.

Young Living will deduct from the reimbursement any commissions, bonuses, or other incentives received by you as a result of the product you are returning. If the Brand Partner account is terminated, you have 90 days from the date of termination to make arrangements with Young Living regarding the repurchase of all returnable products. The Brand Partner acknowledges to be unable to return products more than 90 days from the date of termination.

11.4 Product Kits

All Young Living product kits and product collections must be sold as a whole unit. Brand Partners are prohibited from selling individual items from product kits and product

collections separately and promoting such activity within the Brand Partner's business organisation.

Any product kit returned to Young Living must be complete; otherwise the kit will not be eligible for an exchange or refund. No individual items from a kit will be eligible for a refund.

11.5 Return of Promotional Product(s)

For any complimentary item(s) received by the purchaser via a qualifying purchase or through the buy-one-get-one-free (BOGOF) promotion, returns will be handled as follows:

- a. If a qualifying purchase is returned in whole or in part, therefore negating the qualification to receive the complimentary item, the promoted product(s) must also be returned or the Brand Partner will be charged for the free product(s).
- b. If one of the BOGOF products is returned, Young Living will not credit the Brand Partner, as Young Living will assume the returned item(s) is the promoted product(s). If both products of the BOGOF are returned, Young Living will credit the Brand Partner for the product purchased.

11.6 Procedures for Returns

The following procedures apply to all returns for refund, repurchase, or exchange. A separate Returns Procedure applies for terminated Brand Partner Agreements (see Clause 38 "Termination" in the Terms and Conditions of the Brand Partner Agreement).

- a. The Customer or Brand Partner who purchased a product directly from Young Living must return all products. In the event that a Customer or Brand Partner sends back a product it will be checked and tested.
- b. All product(s) must be returned in its original container (e.g. glass bottles). If a returned product is not received by the Company's distribution centre, it is the responsibility of the Brand Partner to trace the shipment. Young Living is not liable for items lost or damaged in transit. We therefore recommend that you return items using special or recorded delivery system and retain your proof of postage.
- c. The return must have a Return Merchandise Authorisation number (RMA) which must be obtained by calling Customer Care YL Europe. The RMA number must be written on the outside of each package otherwise the shipment will be returned to the Brand Partner and/or Customer, and the Brand Partner and/or Customer will be liable for such cost.
- d. Shipping cost of returned goods, provided YL is at fault, will be refunded at a maximum of 20 Euros or 200 SEK (whichever applicable) as a credit to the YL account.
- e. Volume for exchanges will be counted in the month the exchange transaction was made.
- f. No refund or exchange will be made for

subsequent returns of the same product, except when the product is damaged or defective.

- g. Credits/refunds will be issued when Young Living has received the goods.
- h. Brand Partners are responsible for ensuring that products are returned in good condition.
- i. The Brand Partner who purchased products directly from Young Living must return all products. Brand Partners must obtain a Return Merchandise Authorisation Number (RMA) from Customer Care before sending any items back and must be displayed on the outside of the package. Young Living will not accept any returns from Brand Partners without an RMA displayed or a filled in "Product Return, Shipping Discrepancy, Damage Claim Form" enclosed.

11.7 Return Address

Depending on country where goods were sent from:

Young Living Europe B.V.

RETURN

Albert Harkemaweg 66

9831 TA Aduard The Netherlands

Or

Young Living d.o.o.

*RETURN*Kinska 7

21204 Dugopolje Croatia

Please add the RMA number.

12. BRAND PARTNER ACCOUNT MANAGEMENT

12.1 Changes to a Brand Partner Account

Brand Partner must immediately notify Young Living of all changes to the information contained on the Brand Partner Application . Brand Partner may update your existing information by submitting a written request indicating the changes by contacting Customer Care, or by making such changes in the Virtual Office of corporate website. The modifications permitted within the scope of this paragraph do not include a change of Sponsor or tax information.

Sponsors and enrollers are not allowed to request account changes on behalf of others or relay such requests.

12.2 Enroller/Sponsor Changes

To protect the integrity of all Marketing Organisations and to safeguard the hard work of all Brand Partners, Young Living strongly discourages changes in sponsorship. Young Living recognises, however, that there may exist extenuating circumstances that necessitate a change in sponsorship.

Therefore, a request for sponsorship change will be considered only under the following circumstances:

Transfers or changes will be considered only under the following circumstances:

- Newly enroled Brand Partners are allowed one (1) free Sponsor/Enroller change within the first thirty (30) calendar days of enrolment. Sponsor/Enroller change requests may be made directly over the phone if within the first five (5) calendar days of registration. After 5 calendar days, but within 30 days, the request must be submitted in writing via email, or other method or form required by Young Living. Requests after the initial 5 days must be submitted via email or other method prescribed by Young Living to euresolutions@youngliving.com. The email and or form must come directly from the new Brand Partner or the new Brand Partner's Enroller and must be sent from the email address on file with Young Living. Requests cannot be submitted by another Brand Partner, even in the form of a forwarded e-mail.
- Sponsor changes must be made prior to the end of each calendar month to be recognised in that month. If the Sponsor change is submitted after the last calendar day of the month but within the 30 days of enrolment, the Sponsor change

will not be recognized until the following month. Young Living shall not be responsible for a delay in Sponsor change due to the timeliness of the submission of a Sponsor change request as outlined herein and within the thirty (30) days. If within the thirty (30) days both the Enroller and the downline Brand Partner submit a request for a Sponsor/Enroller change, the downline Brand Partner's request will always take precedence. The Brand Partner or Enroller can contact Member Services Europe to submit the Sponsor change request during the thirty (30)-day period.

Only newly enrolled Brand Partners and reactivating Brand Partners are authorised to request any sponsor change for their individual accounts within thirty (30) days of the enrolment or reactivation. Such changes cannot be made at the request of upline, support team or family members.

- Under exceptional extenuating conditions, a Brand Partner may request a Sponsor change after the thirty (30) days of enrolment by completing a Three Active Upline Approved Sponsor Change Request Form and submitting a non-refundable \$35 processing fee to Young Living Europe B.V.. "Three Active Upline" is defined as the three (3) Brand Partners in the Brand Partner's Upline that have generated 100 PV actively for six (6) consecutive months. The non-refundable \$35 processing fee must be paid either by the payment method on file or credit/debit card and will not be refunded upon a denial of a Sponsor change request. Young Living will not consider a Sponsor change until it receives all documentation with the required signatures.

If one of the Upline Brand Partners does not respond within a period of sixty (60) days, the Brand Partner may request to be moved under the Sponsor of his/her choice.

- The Brand Partner must demonstrate that he/she has made a good faith effort to contact all three Upline Sponsors. The good faith effort will require the Brand Partner to provide sufficient evidence to prove they have tried for a period of sixty (60) days to contact the Upline Brand Partner via email, etc., and the Upline Brand Partner has ignored or has been nonresponsive to the request. The evidence must be submitted to the Member Services Europe at customer-care@youngliving.com. If the Brand Partner cannot provide evidence of a good faith effort, Young Living may deny the request at its sole discretion. If a Sponsor change is successful through the Three Active Upline the Brand Partner's original organisation downline will roll up to the next Upline and remain in the original genealogy. If there is a dispute concerning a signature of one or more of the Three Active Upline approval, the Conduct and Education team will investigate the approvals, and Young Living may reject the Sponsor change request and restore the Brand Partner to the original Sponsor. No Enroller changes will be allowed after thirty (30) days of the initial Brand Partner enrolment. Young Living reserves the right to approve and/or deny all Sponsor change requests in its sole discretion. If after an investigation there is evidence to prove that a person used the sponsor change policy in violation of the Agreement, Young Living may, in its sole discretion, reverse the sponsor change regardless of when the violation was discovered.
- If a Brand Partner is unable to get approval from his/her three active upline, the Brand Partner may choose to go six months without placing an order to effect a change to a new sponsor. At the end of six months the Brand Partner may request a sponsor change by emailing customer-care@youngliving.com and paying a \$35 fee . The new Sponsor cannot become the Enroller.
- If the Brand Partner has not placed an order or generated at least 50 cumulative PV for twelve (12) consecutive months, the Brand Partner account will be dropped for inactivity around the middle of the following month after twelve (12) months of inactivity. The existing downline will roll up to the next Upline and remain in the original genealogy. Upon reactivation of an account terminated for inactivity, the Brand Partner may sign up under a new Sponsor and Enroller.

Requests cannot be submitted by another Brand Partner. Young Living will not approve Sponsor change requests that it deems to be intended to manipulate payment under the Compensation Plan and reserves the right to make Sponsor changes for any reason at any time and at its sole discretion.

Sponsor change requests deemed to be intended to manipulate payment under the Sales Compensation Plan may be denied by Young Living. Any sponsor change that immediately causes the rank advancement for a Support Team Brand Partner will be denied.

If a Brand Partner enrolled in Young Living or ordered products in the previous month and his or her sponsor or enroller changes during the first five business days of the month, that change may affect the previous month's rank, qualification, and pay-out.

12.3 Waiver of Claims

BRAND PARTNERS THAT FAIL TO FOLLOW THE PROCEDURES OUTLINED IN THE ENROLLER AND/OR SPONSOR CHANGE SECTION FOR CHANGING ENROLLERS AND/OR SPONSORS ASSUME THE RISK THAT YOUNG LIVING MAY NOT APPROVE OF SUCH CHANGE. BRAND PARTNERS UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY LAW, NEITHER YOUNG LIVING NOR ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGES THAT RELATE TO OR ARISE FROM YOUNG LIVING'S DECISION REGARDING THE DISPOSITION OF ANY ENROLLMENT AND/OR SPONSORSHIP OF A BUSINESS ORGANIZATION THAT IS IMPLICATED BY NOT FOLLOWING THE PROCEDURES IN THE ENROLLER AND/OR SPONSOR CHANGE SECTION REGARDING CHANGING SPONSORS, AND BRAND PARTNERS WAIVE ANY AND ALL CLAIMS WITH RESPECT THERETO.

12.4 Enroller and/or Sponsor Placement Programme

When a new Brand Partner enrolls without a designated sponsor or enroller they are deemed and orphan. If Young Living assigns the orphan a Sponsor or Enroller it may do so in its sole and absolute discretion.

12.5 Brand Partner Business Organisation Reports

Business Organization genealogy reports ("Reports") are optional and may be ordered at any time. Brand partners with a Young Living-sponsored personal website may receive one free emailed downline report per month, upon request, with all additional email reports costing the posted amounts each. Brand Partners who do not have a Young Living-sponsored

personal website will pay the posted amount for each report requested. Brand partners who wish to have the report faxed or mailed must pay the posted amount per page. Young Living reserves the right to modify the charges described in this section.

Business Organization genealogy reports constitute confidential information as set forth the Agreement. Without limiting those obligations, Brand Partners may not use reports for any purpose other than for developing and supporting their business organization. Specifically, during and after the termination by either party for any reason of the Agreement, Brand Partners may not:

- Disclose any information contained in the reports to any third party
- Use reports to compete with Young Living in violation of the Agreement
- Use reports to solicit or recruit any Brand Partner or customer listed on the reports or to engage in any conduct prohibited by the Agreement
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any report
- Use reports to manipulate or attempt to manipulate the Compensation Plan, including in contravention of the Agreement.

Upon termination of their account or demand by Young Living, Brand Partners will (i) return the original and all copies of reports (including electronic files) to Young Living or (ii) destroy all copies in hardcopy, electronic, or other format of any report in your possession and provide evidence of such destruction to Young Living. The obligations contained in this Section survive termination of this Agreement and are subject to legal enforcement by injunction, damages, and all other available remedies. Brand Partners further understand and agree that if Young Living prevails in any legal action to enforce its rights under this Section, Young Living will be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this Section.

13. DISPUTE RESOLUTIONS AND CONTRACTUAL SANCTIONS

13.1 Disputes between Brand Partners

If a Brand Partner has a grievance or complaint with another Brand Partner regarding any practice or conduct in relationship to your respective Young Living business, it must be reported in writing via e-mail or mail to Young Living Europe B.V.. The complaint should identify specific instances of alleged improper conduct and, to the extent possible, identify the relevant dates on which the event(s) complained of took place, the location(s) where they occurred, and all persons who have first-hand knowledge of the improper conduct. Upon receipt of a written complaint, the Young Living Europe B.V. team will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved.

13.2 Individual Arbitration Agreement

The Individual Arbitration Agreement in this Section 13.2 will survive termination of the Agreement.

THIS INDIVIDUAL ARBITRATION AGREEMENT AFFECTS HOW ANY DISPUTE OF WHATEVER NATURE ARISING BETWEEN BRAND PARTNER, ON THE ONE HAND, AND YOUNG LIVING AND/OR THE RELATED PARTIES, ON THE OTHER, SHALL BE RESOLVED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF DISPUTES IN A TIMELY, EFFICIENT, AND COST-EFFECTIVE MANNER, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL OR ANY COURT.

Brand Partner and Young Living (each, together with, as applicable, each of the Related Parties, a “Party” and collectively, the “Parties”) understand and agree that this Individual Arbitration Agreement operates as a separate and distinct agreement between the Parties that is severable from the remainder of the Agreement and is enforceable regardless of the enforceability of any other provision of the Agreement. The Parties further understand and agree that the unenforceability of the Agreement in whole or in part shall not support a finding that this Individual Arbitration Agreement is unenforceable. Consideration for this Individual Arbitration Agreement includes, without limitation, the Parties’ mutual agreement to arbitrate Disputes.

Notwithstanding anything to the contrary in the Agreement, any amendment by Young Living to this Individual Arbitration Agreement shall take effect only upon a Brand Partner’s express agreement to such amendment. A Brand Partner may indicate agreement to such proposed amendment by following the instructions accompanying the proposed amendment. Young Living may terminate the Agreement of any Brand Partner who does not agree to a proposed amendment to the Individual Arbitration Agreement within thirty (30) days after notice of the amendment is provided. Any such amendment shall apply to all claims or other Disputes brought by the Parties on or after the effective date of the amendment, regardless of the date of occurrence or accrual of any facts underlying such claims or Disputes.

Although the Agreement is made and entered into between Brand Partner and Young Living, Young Living’s affiliates, owners, members, managers, directors, and employees (the “Related Parties”) are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them, including but not limited to this Individual Arbitration Agreement. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Brand Partner and Young Living, and the Parties further acknowledge that nothing contained herein shall be argued by any of them to constitute any waiver by the Related Parties of any defense that Related Parties may otherwise have concerning whether they can properly be made a party to any Dispute between the Parties.

If any provision of this Individual Arbitration Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Individual Arbitration Agreement will remain in full force and effect.

Except as otherwise provided herein, any controversy, claim or dispute of whatever nature arising between Brand Partner, on the one hand, and Young Living and/or the Related Parties, on the other, including but not limited to those arising out of or relating to the Agreement or the breach thereof; the sale, purchase or use of Young Living products or services; or the commercial, economic or other relationship of the Parties, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, civil law, common law or otherwise (“Dispute”) shall be settled through binding arbitration as provided herein.

Except as provided herein, all Disputes shall be submitted for resolution to binding arbitration in the state in which the Brand Partner resides, in accordance with the rules of the Judicial Arbitration and Media Services (JAMS) and this Individual Arbitration Agreement, which shall control in the event of any conflict, unless the laws of the state or province in which the Brand Partner resides expressly require otherwise. The JAMS rules and procedures are available at jamsadr.com and will be provided upon request to conduct@youngliving.com.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY AND NOT AS A CLAIMANT, PLAINTIFF, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO HEAR THE PARTIES' DISPUTES ON A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE BASIS AND, ACCORDINLY, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL PARTIES TO AN ARBITRATION PROCEEDING.

TO THE EXTENT THAT WAIVER OF THE RIGHT TO HAVE ANY CLAIM OR COUNTERCLAIM HEARD ON A REPRESENTATIVE BASIS IS NOT PERMITTED BY LAW, THE PARTIES AGREE THAT SUCH CLAIMS SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL DISPUTES IN ARBITRATION. THE PARTIES FURTHER AGREE THAT IF SUCH A STAY IS LIFTED, UNLESS PROHIBITED BY APPLICABLE LAW, SUCH CLAIMS SHALL BE LITIGATED IN ACCORDANCE WITH THE GOVERNING LAW, JURISDICTION, AND VENUE PROVISION FOUND IN SECTION B.

Arbitration Procedures: Notwithstanding the rules of JAMS, the following will apply to all arbitration actions:

- The Parties agree that time is of the essence.
- The arbitration will be conducted in local language (with appropriate translators as may be necessary).
- The Parties will be allotted equal time to present their respective cases, including cross-examinations.
- The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be

reduced to a judgment in a court of law, except that a Party may choose to appeal certain arbitration awards as described below. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with Section 13.3 found herein. Further, to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to maintain protections of Confidential Information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.

- The arbitrator(s) will have no authority to award punitive damages, except where an applicable law or statute expressly require otherwise.

Notwithstanding the rules of JAMS, certain procedures will apply depending on the amount in controversy. For Disputes in which the amount in controversy is less than USD\$1,000,000.00 (one million dollars), the following procedures will apply absent mutual agreement of the Parties to the contrary:

- The arbitration will occur within 180 days from the date on which the arbitrator is appointed, and the final hearing will last no more than five business days.
- There will be one arbitrator selected from the roster of JAMS neutrals, using the JAMS rules for arbitrator selection.
- The arbitrator shall institute discovery consistent with the goals of arbitration. Discovery and disclosure of information will be conducted under the rules provided by JAMS to achieve the usual goals of arbitration, including cost effective and efficient resolution of disputes between parties.
- For controversies and claims in which the amount in controversy is equal to or exceeds USD\$1,000,000.00, the following procedures will apply absent mutual agreement of the Parties to the contrary:

There will be three arbitrators selected from the roster of JAMS neutrals, using the JAMS rules for arbitrator selection.

The Parties will be entitled to appeal any arbitration award to an Appeal Panel under the JAMS Optional Arbitration Appeal Procedures. The Parties agree to request oral argument for any appeal filed under the Optional Arbitration Appeal Procedures.

Except as provided herein, the arbitrator(s) shall have the exclusive power to determine and rule upon challenges to the arbitrator's jurisdiction to preside over the Dispute, including any objections with respect to the existence, scope, or validity of this Individual

Arbitration Agreement and/or to the arbitrability of any Dispute.

The Parties understand and agree that Young Living has valuable trade secrets and Confidential Information, as defined in the Agreement. The Parties agree to take all necessary steps to protect from public disclosure such trade secrets and Confidential Information in any proceeding brought pursuant to this Individual Arbitration Agreement.

Costs of Arbitration: Young Living shall reimburse Brand Partner for all filing, administration, and arbitrator fees associated with the arbitration proceedings commenced pursuant to the provisions of this Individual Arbitration Agreement. Notwithstanding the forgoing sentence, to the fullest extent permitted under the law, Brand Partner shall be responsible for all additional fees and costs incurred in the arbitration, including, without limitation, their attorney and expert witness fees and costs.

Temporary Injunctive and Enforcement Relief: Except as provided below, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding this Individual Arbitration Agreement, any Party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or temporary or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. In particular, and without limitation, Brand Partner acknowledges that section 3.11.1 and 3.11.2 are reasonable and necessary to protect the legitimate interests of Young Living. Brand Partner further acknowledges that his or her breach of such provisions and covenants would cause Young Living irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain, and for which Young Living may have no adequate remedy at law. Therefore, Brand Partner agrees that Young Living shall be entitled to obtain preliminary injunctive relief, a temporary restraining order, specific performance, or such other equitable relief as may be required to prevent the Brand Partner from breaching or threatening to breach such provisions and covenants. Furthermore, notwithstanding anything to the contrary herein, to the extent a Party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or temporary or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive

jurisdiction to determine whether it has jurisdiction to preside and rule upon a Party's request for the court to issue a temporary restraining order or temporary or preliminary injunction. The institution of any action shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief other than that provided in this paragraph to arbitration.

Bellwether Arbitration Procedures: Notwithstanding any provision of the JAMS Rules, these bellwether procedures shall be used when more than 10 arbitration cases pending at the same time present substantially similar or overlapping allegations of fact or law. Notwithstanding anything to the contrary provided herein, a court of competent jurisdiction, and not JAMS or an arbitrator, shall resolve any dispute over whether these bellwether procedures apply to any group of claims.

The Parties recognize and agree that a large number of arbitration cases with similar allegations will impose excessive transaction costs regardless of the cases' merit or lack of merit. The Parties also recognize and agree that it is logistically difficult or impossible to arbitrate simultaneously large numbers of substantially similar cases. The Parties therefore agree to use bellwether litigation procedures similar to those that courts use in mass-tort cases, based on the judiciary's experience that, after one or a few cases are tried to verdict, most or all of the other cases settle or otherwise resolve themselves.

The Parties thus agree that, to the maximum extent permitted by law, no more than 10 cases/arbitrations will be active at any one time. All remaining cases will be stayed, with the statute of limitations tolled. The Parties understand and agree that if these bellwether arbitration procedures apply, then adjudication of the Dispute may be delayed. Unless the Dispute resolves in advance, and notwithstanding anything to the contrary herein, the arbitrator(s) shall render their final and binding decision in any Dispute subject to these bellwether procedures within 180 days of the initial pre-hearing conference.

As soon as one of the original active cases is resolved (by decision, settlement, or otherwise), a stayed arbitration shall replace it on the list of 10 active cases/arbitrations. Except as provided below, cases shall be placed on or moved to the active list in the order in which demands for arbitration are first received. Until a case is on or is moved to the list of 10 active cases, the sum any Party paid to initiate a case shall be refunded, and no Party shall have any obligation to pay any JAMS or arbitrator fees.

If Brand Partner claims exceptional hardship from any delay pursuant to this bellwether procedure, Brand Partner may petition Young Living to waive the 10-case limit for that case. If Young Living does not agree, Brand Partner may petition JAMS to place the case/arbitration on the list of 10 active cases, on the ground that delay will impose exceptional hardship. If JAMS finds exceptional hardship and grants the petition, JAMS shall (based on its determination of relative hardship) remove one other case from the list of 10 active cases/arbitrations and place it at the head of the list of stayed cases. Under no circumstances shall JAMS place more than 10 cases/arbitrations into active status. If more than 10 hardship applications are granted, JAMS shall determine which 10 cases/arbitrations shall proceed first, based on its determination of relative hardship.

Opt Out: Brand Partners who do not want to be subject to this Individual Arbitration Agreement may opt out by notifying Young Living in writing of their desire to opt out within thirty (30) days of the Brand Partner's execution of the Individual Arbitration Agreement. Acceptable forms of notice include sending an email to conduct@youngliving.com

The email must clearly state the Brand Partner's name and the intent to opt out of this Individual Arbitration Agreement. Young Living reserves the right to terminate the Agreement of any Brand Partner who chooses to opt out of the Individual Arbitration Agreement.

13.3 Jurisdiction and Venue

This Agreement is governed by and shall be construed in accordance with Dutch law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Dutch Courts in respect of any dispute arising here from or any other contractual relationship between the parties hereto, unless the laws of the state or country in which the Brand Partner resides expressly require otherwise, despite this jurisdiction clause. By signing the Agreement, Brand Partners consent to jurisdiction within these two forums.

13.4 Waiver of Class Actions

THE PARTIES AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND EACH PARTY WAIVES ANY RIGHT IT MIGHT OTHERWISE HAVE TO PARTICIPATE AS A CLASS MEMBER IN ANY EXISTING OR FUTURE CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, FEDERAL OR STATE CLASS ACTIONS OR CLASS ARBITRATIONS.

13.5 Contractual Sanctions/Breach of Agreement

Young Living may terminate the Brand Partner account or take any other action Young Living deems appropriate if, in its sole and absolute discretion, it determines that a Brand Partner breaches the terms and conditions of the Agreement. Allegations that a Brand Partner has breached the terms and conditions of the Agreement may lead Young Living to launch an investigation to determine what conduct, if any, occurred and whether the conduct was in breach of the Agreement.

If Young Living determines that a Brand Partner materially breached the Agreement, Young Living may terminate the Agreement immediately or take any other action Young Living deems appropriate. A material breach of the Agreement includes, but may not be limited to, the following conduct:

- Engaging conduct that may bring disrepute in any way to Young Living (or any of its officers, agents, or employees), the essential oils, nutritional supplement, and/or personal care products industry, or the direct sales industry
- Violation of any federal or state laws or regulations
- Filing or inducing another person or agency to file a lawsuit against Young Living that is factually baseless or without legal foundation
- Repeated breaches of the terms and conditions of the Agreement
- Engaging in cross-line recruiting or creating duplicate accounts

If Young Living determines that a Brand Partner breached the Agreement, Young Living may provide the Brand Partner with 15 days to cure their breach or appeal Young Living's determination. Young Living will provide written notice to the breaching Brand Partner on how the Brand Partner can cure the breach and the date by which the breaching Brand Partner must cure or appeal.

Young Living may terminate the Agreement if the breaching Brand Partner fails to cure the breach within 15 days of receiving notice. Examples of curative measures include, but are not limited to, one or more of the following:

- When a Brand Partner communicates a misleading, deceptive, or false product, lifestyle, income, or compensation claim related to Young Living through any medium in breach of the Brand Partner Agreement, Young Living may require the Brand Partner to cure the breach by providing a written statement correcting the

misleading, deceptive, or false product, lifestyle, income, or compensation claim.

- When a Brand Partner breaches any provision of the Agreement, Young Living may require the Brand Partner to cooperate with additional follow-up monitoring to ensure that the breach is not ongoing.
- When a Brand Partner breaches any provision of the Agreement, Young Living may require the Brand Partner to forfeit any benefit derived from the breach; this may include forfeiting an award, incentive, commission, bonus, rank recognition, or participation in Young Living-sponsored events for a specified period of time.

During any period that Young Living is investigating conduct that may be a breach of the Agreement, Young Living may temporarily freeze all or part of the investigated Brand Partner's commissions or bonuses. If the Brand Partner's Agreement is terminated as a result of the Brand Partner's breach of the Agreement, the Brand Partner will not be entitled to recover any commissions or bonuses withheld during the investigation period. Young Living may institute legal proceedings for monetary and/or equitable relief when appropriate. Young Living's failure to terminate an Agreement or require Brand Partners to cure a breach of the Agreement is not a waiver of the breached provision or Young Living's right to institute legal proceedings.

13.6 Appeals of Determinations of Breach of The Brand Partner Agreement And Contractual Sanctions

Following issuance of a sanction or contractual sanction (other than a suspension pending an investigation), you may appeal the sanction to Young Living Europe B.V. The appeal must be in writing and received by the Company within fifteen (15) days from the date of the contractual sanction. If the appeal is not received within the fifteen-day period, the sanction will be final. Submit all supporting documentation with appeal correspondence. The Executive Committee will review and reconsider the sanction, consider other appropriate action, and notify the Brand Partner in writing of its decision.

14 TERMINATION

14.1 Termination for Inactivity

If a Brand Partner does not meet the personal volume (PV) requirement (50PV) in any particular month, the Brand Partner will be deemed inactive for that month and will not receive commissions or bonuses for the sales generated through the downline organisation. If the Brand Partner remains inactive for a period of twelve (12) consecutive months and/or has not ordered a minimum of 50 accumulative PV and has not earned a sales commission for 12 months, the Brand Partner this Agreement will be automatically terminated, and the Brand Partner account shall be inactive and removed from the active downline organization (account will drop in our system on the 15th of the following calendar month).

Former Brand Partners whose accounts are considered inactive for failing to place an order or earn any sales commissions for 12 months may re-enroll as a new Brand Partner without rank or downline under any Enroller and/or Sponsor of their choice.

14.2 Reactivation

Brand Partners dropped for inactivity may reactivate their Brand Partnership by contacting Customer Care Department and requesting reactivation. Reactivating Brand Partners (Account holder) must thereafter satisfy the PV requirements, and they will be reactivated under their prior Sponsor/Enroller unless otherwise requested. Should the prior Sponsor be inactive, the Brand Partner will be reactivated under the first active Upline Brand Partner. Reactivating Brand Partners have no claim to downline that was lost when they were dropped for inactivity and are treated as a new Brand Partner.

The reactivating Brand Partner would be considered a new Brand Partner upon reactivation of that account.

14.3 Termination By Young Living

If a Brand Partner's account with Young Living is terminated by Young Living, the Brand Partner will be notified either by mail, the email on record, or other delivery method calculated to reach the Brand Partner at the address on file. Except as provided otherwise in the notice, account termination will be effective on the date the notice is issued.

If a Brand Partner's account with Young Living is terminated in accord with this Agreement, the former Brand Partner may reapply to become a Brand Partner twelve calendar months from the date of the account termination. To reapply, the former Brand Partner must submit a letter to the Conduct Success Team (ylconducteurope@youngliving.com) setting forth the former Brand Partner's justifications for

being allowed to re-enter an Agreement with Young Living. Young Living will, in its sole and absolute discretion, accept or reject the former Brand Partner's re-application request.

14.4 Voluntary Cancellation

A Brand Partner may terminate their Brand Partner Agreement at any time and for any reason by providing written notice to Young Living. When re-enrolling within six months of termination, the Brand Partner must enroll under their former Enroller and Sponsor.

14.5 Effects of Cancellation/Termination

Upon cancellation or termination, Brand Partner release all rights to their Brand Partner benefits, including the downline and all future commissions and bonuses resulting from the downline sales production. Upon termination, Young Living may at its sole discretion retain the Brand Partner's business organisation, sell it, roll it up to the next active upline Brand Partner, or dissolve and remove it from the sponsor's downline.

Upon termination, Brand Partners must immediately cease representing themselves as a Brand Partner and immediately return and delete all Young Living IP, including Reports and other lists of Customers and Brand Partners and their contact information. Upon termination of any Brand Partner account for any reason, Young Living, in its sole discretion, shall decide the future of that Brand Partner position in the tree, to include options to operate the position as a Brand Partner, allow it to compress and/or roll up to the Upline Team and/or sell or dispose of the position as Young Living deems best for its business.

15 MISCELLANEOUS AND CONTACT INFORMATION

15.1 Delays

Young Living shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control. This includes, without limitation, acts of God, natural disasters, strikes, labour difficulties, riots, terrorist attack, wars, fire, explosion, flood, death, adverse weather conditions, curtailment or interruption of a source of supply, government decrees or orders, etc.

15.2 Partial Validity

If any provision of the Brand Partner Agreement, in its current form or as it may be amended, is found to be invalid, illegal or unenforceable for any reason, only the invalid portion(s) of the provision shall to the extent required be deemed to be deleted or severed. The remaining clauses shall remain valid, enforceable in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement. The continuation of a Brand Partner's Young Living business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. If any invalid, unenforceable or illegal. The Agreement will be interpreted by Young Living in the best furtherance of Young Living's business interests.

15.3 Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Young Living never forfeits its right to require compliance with this Agreement or with applicable laws and regulations governing

business conduct. Only in rare circumstances will a policy be waived, and the Compliance Officer or another officer of the Company will convey such waivers in writing. The waiver will apply only to that specific case. While Young Living attempts to enforce the Agreement uniformly, failure to enforce any provision of this Agreement does not waive Young Living's right to enforce any provisions with that same Brand Partner or any other Brand Partner.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.4 Titles Not Substantive

The titles and headings to these Policies and Procedures are for reference only and therefore do not constitute and shall not be construed as substantive terms of the Brand Partner Agreement.

15.5 Contact Information

Europe Headquarters
Young Living Europe B.V.
Peizerweg 97
9727AJ Groningen
Netherlands

Young Living Europe Ltd Head Office: +44 (0) 20 3935 9000

Member Services (Toll-free from a landline within the UK): 0800 9179 438E-mail: customercare@youngliving.com (please quote your Brand Partner number and PIN contacting us)

Country specific information can be found on

https://www.youngliving.com/en_gb/company/contactus

