

YOUNG LIVING PROFESSIONAL ACCOUNT AGREEMENT

This Professional Account Agreement ("**Agreement**") is between you, the undersigned Applicant (hereinafter "**Professional Account Customer**"), and Young Living Essential Oils, LC (hereinafter "**Young Living**") located at 3125 W. Executive Parkway, Lehi, Utah 84043, a Utah limited liability company. This Agreement is effective beginning on the date that it is accepted by Young Living (herein the "**Effective Date**").

I. PURPOSE

The purpose of this Agreement is to define the rights and obligations between the Professional Account Customer and Young Living for the use and retail sale of products sold by Young Living, including dietary supplements and essential oils (herein the "**Products**") by the Professional Account Customer.

II. RIGHTS AND OBLIGATIONS OF THE PARTIES

A Professional Account Customer is authorized to use and sell Young Living Products at a business location identified in the Professional Account Customer's application submitted to and approved by Young Living. As part of this agreement, the Professional Account Customer agrees to be bound by Young Living's Policies and Procedures (hereinafter "P&P") found at www.youngliving.com as the P&P pertain directly to Professional Account Customers. A Professional Account Customer is not authorized to sell the products through traditional direct sales channels, sponsor new members, or receive compensation under the Young Living's Compensation Plan. Based upon the distinct business relationship between Young Living and the Professional Account Customer, the Parties agree upon the following rights and obligations:

YOUNG LIVING:

- A. Will provide products to the Professional Account Customer at the Professional discount specified in Section III of this Agreement.
- B. Will accept return of products from the Professional Account Customer pursuant to the Young Living Return Policy 11.1 outlined in the U.S. P&P.
- C. Will allow the Professional Account Customer to operate both a member account and a "Sister" Professional Account under the specific terms of this Agreement and the P&P.
- D. Reserves the right to sell and authorize Young Living member's to sell Young Living products in the trade area served by the Professional Account Customer. Young Living may appoint other Professional Account Customers to trade in the trade area near the Professional Account Customer's business location.

PROFESSIONAL ACCOUNT CUSTOMER:

- A. Will purchase product for use and/or retail sale in its business location(s) approved by Young Living.
- B. Cannot participate in Essential Rewards / Autoship / Fast Start Bonus / Promotions.
- C. Must obtain written consent from Young Living before selling or offering the Products for sale at any business location

other than the business location(s) initially approved by Young Living.

- D. Will abide by the terms of the Minimum Advertising Price (MAP) Policy 5.12 and the Product Return 11.1 Policy as outlined in the P&P.
- E. May sell Young Living products on an individual URL retail site provided they register their URL with Young Living and prominently display the Professional Account logo and their Professional Account Customer number on the URL and agree to comply with the Advertising Policies outlined in Section 5.12 of the P&P.
- F. Is not granted an exclusive territory.

If Young Living determines that the Professional Account Customer is in violation of this Agreement or P&P, Young Living may take appropriate action to reconcile the harm to Young Living caused by the Professionals Account Customer's actions which may include immediate termination of the Professional Account and/or monetary fines or other disciplinary actions outlined in the P&P. Young Living reserves its right to pursue all remedies available to it in equity and by law including injunctive relief and the Professional Account Customer will be responsible for all remedies including attorneys' fees for such breach.

III. TERMS OF SALE

Professional Account Customers will receive a professional discount from the recommended retail price which will be established by Young Living. Young Living reserves the right to change the product offering, terms, prices, and the Professional Account discount at any time unless a prior agreement has been made between Young Living and the Professional Account Customer. Prices and terms for products will be those in effect on the date Young Living accepts the order.

IV. APPLICATION & ENROLLMENT

The Professional Account Customer will complete a Professional Account Application and submit it with the required business documents to professional@youngliving.com. Young Living must acknowledge receipt of the application and approve the Professional Account customer to enter into this agreement. Young Living has the right to reject a Professional Account Application or Professional Account Agreement for any reason.

V. TAXES & TAX EXEMPTION

Young Living is required to collect and remit sales taxes on your behalf based on the professional cost of the product and according to tax rates of the state in the "Ship to" address on any given order. A Professional Account Customer can apply for Sales Tax Exemption as outlined in the Policies and Procedures. Application inquiries and questions should be directed to professional@youngliving.com. Young Living reserves the right to verify the validity of any documents and evidence that the Professional Account Customer submits in applying for this exemption. If the Professional Account Customer is approved for Sales Tax Exemption, the Professional Account Customer will be solely responsible for collecting and remitting sales taxes to the appropriate jurisdictional authorities.

VI. PAYMENT FOR ORDERS

Professional Account Customer will make payments for orders pursuant to the P&P.

NET 30 TERMS: Young Living may provide the following terms of credit for a Professional Account Customer that is preapproved by Young Living for Net 30 Terms. If the Professional Account Customer has been preapproved under this paragraph, Professional Account Customer agrees to the following terms and conditions:

- A. **FINANCE CHARGE:** Professional Account Customer may be assessed a monthly finance charge that will be based on the remaining unpaid balance after 30 days from the invoice date. The finance charge is calculated at the rate of 1.5% per month or 18% annually.
- B. **ENTIRE BALANCE DUE:** If Professional Account Customer misses a payment, violates any other terms of this Agreement, makes any misrepresentations to Young Living in applying for credit, or if Young Living has reason to believe that Professional Account Customer may be unable or unwilling to pay the amounts billed pursuant to this Agreement, Young Living may declare Professional Account Customer's entire balance due and payable without notice on demand.
- C. **ATTORNEYS' FEES & COLLECTION COST:** If the Professional Account Customer's account is assigned to an outside agency for collections, Professional Account Customer agrees to pay all attorneys' fees, filing fees, late charges, finance charges including charges of commissions, that may be assessed to Young Living by a collection agency retained to pursue this matter, with or without suit.
- D. **PROHIBITED ORDER FULFILLMENT:** If the Professional Account Customer is delinquent, Young Living reserves the right to withhold any further orders or shipments until the delinquent balance is paid in full.

VII. DELIVERY

Young Living will not be responsible for failure to deliver products on time or to fill orders when such delay or failure results from cause beyond Young Living's control. Product orders and delivery are subject to the P&P.

VIII. TERMS

The term of this Agreement is one (1) year, commencing on the Effective Date. This Agreement will be automatically renewed for successive terms of one (1) year, unless either party gives the other notice of non-renewal more than thirty (30) days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

IX. TERMINATION

Unless otherwise provided by applicable law, either Party may terminate this Agreement without cause and for any reason, upon not less than thirty (30) days written notice given to the other party. Young Living may immediately terminate this Agreement in the event of (i) bankruptcy or insolvency of the Professional Account Customer; (ii) Professional Account Customer failure to pay any amounts owing Young Living when due; (iii) if Professional Account Customer brings any harm to or disparages Young Living or (iv) Professional Account Customer is in breach of any provisions of this Agreement or the P&P. Upon termination for any reason, all amounts owed Young Living will become immediately due and payable.

X. POLICIES AND PROCEDURES

Professional Account Customer acknowledges and agrees it has carefully read and agrees to comply with the P&P, which is incorporated into and made a part of this Professional Account

Agreement (collectively referred to as the "**Combined Agreement**").

Professional Account Customer understands and agrees that Young Living may amend this Agreement and the P&P from time to time. The changes will become effective 30 days after first published by Young Living through official Young Living notification or publications distributed to all customers (e.g., e-Blast or e-News) or posted to an official Young Living website. Amendments will not apply retroactively to your actions that occurred prior to the effective date of the amendment. By executing the Professional Account Agreement, you agree to abide by all amendments or modifications that Young Living elects to this Agreement and the P&P. If you are not willing to accept these changes, you must notify Young Living in writing prior to the change becoming effective. If you continue business, order product, or accept any benefit pursuant to the amended or modified Agreement or P&P, those actions will constitute your acceptance of the entire Agreement and P&P.

XI. GENERAL

This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.

- A. Professional Account Customer may not assign this Agreement or any provisions thereof to another without the written approval of Young Living.
- B. If any provision of this Agreement is held unenforceable by law, then the remainder of this Agreement will not be affected thereby.
- C. No waiver by Young Living or any default under this Agreement by Professional Account Customer will be deemed a waiver of any prior or subsequent default by Professional Account Customer hereunder.
- D. All understanding and agreements between the parties are contained in the Agreement and P&P which supersedes and terminates all other agreements between the Parties. The rights of either party pertaining to the products to Professional Account Customer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any retail agreements or other agreements presently in existence.
- E. Young Living reserves the right to modify and update this Agreement and P&P consistent with the modification or updating of all agreements Young Living has with other similar professional account customers, and replace or substitute such modified or updated agreement for this Agreement and P&P and such replacement or substitution will not constitute termination of this Agreement. Failure of Professional Account Customer to execute such replacement or substitution agreement within 30 days of it being offered will constitute automatic termination of this Agreement by Professional Account Customer.
- F. Professional Account Customer agrees that application of any provisions of this Agreement or related documents, or any other change implemented by Young Living, if equally applied to all other similar Young Living Professional Account Customers, will not constitute a change in the competitive circumstances of Professional Account Customer.
- G. This Agreement will be governed by the laws of the State of Utah. Any legal action concerning the Agreement will be brought in the state and federal courts located in Salt Lake City, Utah.

By signing this Agreement, undersigned Professional Account Customer agrees to the Terms and Conditions of this Professional Account Agreement and the Policies and Procedures.

PROFESSIONAL ACCOUNT CUSTOMER

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Signature	Date
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Name (Print)	Title
<hr/>	
Company	
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Address	City, State, Zip