



Policies & Procedures

— AUSTRALIA —

Young Living Australia Policies and Procedures

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1: INTRODUCTION

1.1 PURPOSE

This Young Living Brand Partner Australia 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 behaviour 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.

1.2 TERMS

In this document, Young Living Essential Oils (Australasia) Pty Ltd, 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 Organisation”, 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 Support Team 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 authorised to enrol 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 Becoming a Brand Partner section below. “Support Team” are the Brand Partners above in your line of sponsorship and may also be referred to as “Upline”. “Leadership Rank” is considered Silver rank and higher.

1.3 DOCUMENTS INCORPORATED INTO THE AGREEMENT

Throughout these Young Living Brand Partner Australia 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.

Applicable laws differ from country to country. Therefore, Brand Partners must always abide by applicable Australian laws, as well as the laws and Young Living policies applicable to each country in which the Brand Partners conduct business. Young Living’s policies for each market in which Brand Partners conduct business are incorporated by reference into the Agreement and will govern Brand Partners’ efforts in those countries and with citizens of those countries.

Brand Partners are responsible to read, understand, adhere to, and ensure that they are operating under the most current version of Young Living’s Policies and Procedures, as found online at YoungLiving.com/en_au.

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 endeavoured 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 thirty (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 Partners who are not willing to accept any amendments or modifications may voluntarily terminate their 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 Organisation as an independent Brand Partner.

Brand Partners should report any violations of the Agreement by any Brand Partner to the Young Living Conduct Success Team by emailing conduct.au@youngliving.com.au or calling Member Services at 1300 289 536.

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.

1.7 10 DAY COOLING OFF PERIOD

Young Living Essential Oils (Australasia) Pty Ltd stands behind its products and Business Plan. If you are not satisfied with your purchase, for any reason, return the product to your point of sale within ten (10) days of purchase to exchange for an equivalent price product or for a full refund of your purchase price. This Satisfaction Guarantee is in addition to the Young Living thirty (30) days warranty allowing customers to return unused product for a full refund of purchase price less shipping charges.

2. BECOMING A BRAND PARTNER

2.1 REQUIREMENTS TO BECOME A BRAND PARTNER

To become a Brand Partner in Australia, you must meet the following requirements:

- Read, complete, sign, and submit a Brand Partner Agreement to Young Living within thirty (30) days of your enrollment.
- If you are an individual, be at least 18 years old, competent to enter into a legally binding agreement in your jurisdiction, and provide a valid identification document.
- Be an Australian resident or hold a visa which allows you to have a source of income in Australia.
- If you are a business entity or sole trader, provide an Australian Business Number (ABN) and a copy of the Business Documents as outlined in section 3.5, within thirty (30) days of enrollment.
- Read and agree to these Policies and Procedures, Privacy Policy and the Sales Compensation Plan.
- Purchase a Young Living Starter Bundle or 100 PV Customised Enrollment Order (CEO).

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/en_au). When enrolling by mail, or over the phone, your application and Brand Partner Agreement must be received within thirty (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 thirty (30) days, your Brand Partner account will be placed on hold until the signed agreement is received. While your upline may assist you in completing your enrollment as a Brand Partner, you must personally review and agree to the Brand Partner Agreement.

A Brand Partner applicant may have a co-applicant, who is not an existing Brand Partner, that can place orders on the account without owning the account or receiving commission checks.

A Brand Partner applicant may also have a co-owner on the Brand Partner account in accordance with section 3.2 or section 3.5 and 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 contractors who individually decide how, when, and where they will sell Young Living® products in accordance with the Agreement. Brand Partners are not purchasers 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 purposes. Brand Partners are responsible as independent contractors for all taxes due from all compensation earned as a Brand Partner. Brand Partners have no authority (expressed or implied) to bind Young Living to any obligation.

Brand Partners purchase product from Young Living at the published wholesale price and have the potential of earning commissions and bonuses based on qualification and achievement rank, as outlined in the Sales Compensation Plan.

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, enrol Customers and/or other Brand Partners in their Business Organisations, 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

A Brand Partner may have a legal or equitable interest in only one Brand Partner account. If Young Living finds that a Brand Partner has an unpermitted interest in multiple accounts, including any 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 Organisation for the Brand Partner and any other family members and/or the existing Brand Partner Organisations.



A Brand Partner and a Brand Partner's spouse/de facto partner may have separate accounts, only when and if the second account is sponsored in the other spouse's/de facto partner's Business Organisation. Young Living will periodically audit accounts such as these and may terminate any latter-created account if it is found, in Young Living's sole discretion, 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 Organisation, 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 behaviour.

3.5 CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, AND TRUSTS

A partnership, corporation, limited liability company, or trust may become a Brand Partner by demonstrating an ability and desire to actively build a Business Organisation by an individual entity manager and by submitting to Young Living a partnership agreement, certificate of incorporation, articles/certificate of organisation or trust deed along with a copy of the state registration form for the entity or a certificate of good standing for the entity issued by the state of incorporation or organisation that 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 request to 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 Organisation within six months of the submission of the certificate (unless it is the continuation of an existing Business Organisation that is changing its form of doing business). If a Brand Partner enrolls in Young Living as an entity, each Affiliate Party of the entity will be personally bound to and must comply with the Agreement. It is your responsibility to ensure each of your Affiliate Parties has been provided with a copy of the Agreement and has agreed to be bound by the Agreement. Brand Partners should contact conduct.au@youngliving.com.au 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 an organisation to another Young Living Brand Partner 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 the 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 associated Brand Partner's Business Organisation, by sending conduct.au@youngliving.com.au 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 Organisations.

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 AND SUCCESSION

A Brand Partner's account and associated Business Organisation 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 of 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 notarised 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 heir(s) or legal representative(s) 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 heir(s) or legal representative(s) is approved, Young Living reserves the right to transfer or re-assign any or all of a Brand Partner's Business Organisation to other Brand Partners in good standing, if the heir(s) or legal 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 Organisations. 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 or assigned to Young Living's satisfaction.



3.8 DIVORCE, BRAND PARTNER BUSINESS CHANGES, AND/OR DISSOLUTION

Brand Partners may, with others, operate a single Brand Partner account as a spousal partnership, regular partnership, corporation, or trust (the latter three entities are collectively referred to herein as “Entity(ies)”). If a marriage ends in divorce or the applicable Entity dissolves, arrangements must immediately be made to ensure that any division of the Brand Partner account assets is accomplished so as not to adversely affect the interests of Young Living and/or any of the Support Team accounts.

During the proceedings of a divorce or Entity dissolution, the divorcing spouses or a dissolving Entity must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Brand Partner account pursuant to a notarised agreement whereby the relinquishing party(ies) authorise(s) Young Living to deal directly and solely with the other party(ies). A notarised request from any person being removed from a Brand Partner account is required, as well as a new signed Brand Partner Agreement.
- The parties may continue to operate the Brand Partner account jointly on a “business as usual” basis, whereupon all compensation paid by Young Living will continue to 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 Brand Partner account pursuant to a court order.

Young Living will not divide any Brand Partner Business Organisations with a divorcing spouse or with affiliate parties of a dissolving business. Similarly, Young Living will not split earned commission or bonus checks between divorcing spouses or parties affiliated with a dissolving entity. Young Living will recognise only one Brand Partner account for a Brand Partner and will issue only one commission check per commission cycle. Commission checks will always be issued to the same Brand Partner account owner(s) individual or Entity, until all parties to a Brand Partner account agree that commissions will be due and paid to another party, subject to Young Living approval or Young Living is ordered to do otherwise by a court of competent jurisdiction.

Former spouses or a former affiliate of a Brand Partner account who have completely relinquished rights associated with any prior Brand Partner account may re-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 Organisation 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 Organisation 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 Organisation genealogy and if such placement is in the best interests of Young Living and the Brand Partner Business Organisation as a whole.

Any Brand Partner placement into a terminated account position under this policy cannot change the structural integrity of the existing Business Organisation genealogy, and the Upline Business Organisation 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 account position to “roll up”, which means to remove the terminated account from the genealogy and to move the prior front-line account(s) up to be under the same Sponsor as the terminated account.

3.9.1 ROLL UP OF A BUSINESS ORGANISATION

When a vacancy occurs in a Brand Partner Business Organisation due to the cancellation or termination of a Brand Partner account, each Brand Partner in the first level immediately below the terminated Brand Partner on the date of the cancellation will “roll up,” which means to move to the first level (“front-line”) of the terminated Brand Partner’s sponsor. For example, A sponsors B and B sponsors C1, C2 and C3. If B terminates their business, then C1, C2 and C3 will roll up to A and become part of A’s first level. Young Living also reserves the right, in its sole discretion, to maintain its place and ultimately sell the Business Organisation that has been cancelled or terminated for inappropriate behaviour.

3.10 TAXES

3.10.1 INCOME TAXES

You are responsible for complying with relevant taxation laws in the jurisdiction where you reside. In Australia, you are responsible for paying income taxes on any earnings generated through your Business Organisation.

3.10.2 GOODS AND SERVICES TAX

Young Living and Young Living Brand Partners are required to comply with the requirements of the Goods and Services Tax provision.

3.11 PROHIBITED BUSINESS 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 Partners benefit from authorised use of the Young Living proprietary and confidential lists. 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 Enrol, Sponsor, enlist, or invite an individual or entity to join or participate in a business, program, or organisation, 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 organisation, or attempt to do so; or (iii) to present, or participate or assist in the presentation of, a business, program, organisation, 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 organisation. 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 their Brand Partner 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.

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 Sydney, Australia, 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 a leadership rank understand and agree that engagement in any alternative businesses will not occur by using any Young Living intellectual property.

However, any Brand Partner including Diamond or higher may 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 including Diamond or higher may purchase products from other multi-level marketing, party planning, or other direct sales companies solely for their personal use.

Brand Partners at the rank of Associate to Platinum may join and operate other network marketings companies and/or any other business opportunity provided that it is operated separately to their Young Living business and that they shall not violate the Non-Solicitation and Recruitment section 3.11.1

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:

- May not display non-Young Living promotional materials, sales aids, products, or services ("Promotional Materials") with or in the same physical or electronic/online location as any Young Living promotional materials or in any manner or format that enables a viewer to contemporaneously view non-Young Living Promotional Material and Young Living promotional material, such as on or in the same social media account;
- May not offer non-Young Living programs, opportunities, products, or services to prospective or existing Young Living Brand Partners or Customers in conjunction with any Young Living programs, opportunities, products, or services; and
- May not offer any non-Young Living programs, opportunities, products, or services at any Young Living-related meeting, seminar, convention, webinar, teleconference, or other event.

Reaching a leadership rank is very prestigious and provides these elite level Brand Partners access to additional Young Living confidential and trade secret information, support, and compensation. 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 multi-level 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 Organisation) serviced or within which the Brand Partner (or the Brand Partner's Business Organisation) physically worked during the term of this Agreement.

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 any terms of their agreement with such other company.

3.11.4 CROSS-LINE RECRUITING

Cross-line recruiting or sponsoring is strictly prohibited. "Cross-line recruiting" is defined as (a) the solicitation and/or enrollment, indirect or otherwise, of a Brand Partner that already has a current Brand Partnership with Young Living or who has had an Agreement with Young Living within the preceding six calendar months; (b) training current Brand Partners from different lines of sponsorship how to change Sponsors or Enrollers in a non-permitted way in order to facilitate their move to another Brand Partner's Business Organisation; or (c) aiding, encouraging, or facilitating the actions outlined in (a) or (b) of this definition. The use of a spouse or other relative name, trade names, DBAs (Doing Business As), assumed name, corporations, trusts, Tax Identification Numbers, or fictitious identification numbers to circumvent this section and Agreement is strictly prohibited.

You may not demean, discredit, or defame another Young Living Brand Partner, especially in an attempt to entice another Brand Partner or Customer to become part of your Business Organisation. Young Living reserves the right to terminate your Agreement for failure to comply with this section.

3.11.5 BONUS BUYING AND STACKING

The Young Living Sales Compensation Plan operates on the principle that all Young Living sales 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 Young Living® products to be purchased solely for the purpose of qualifying for sales bonuses or commissions constitutes fraud on the part of the Brand Partner and is a violation of this Agreement. The following activities are strictly and absolutely prohibited and may result in the termination of your Agreement:

- Enrolling Brand Partners without their knowledge;
- Signing a Brand Partner Agreement for another person or Entity without their knowledge;
- Fraudulently enrolling another person or entity as a Brand Partner or Customer;
- Enrolling fake individuals or entities as Brand Partners or Customers;
- Seeking to increase commissions, bonuses, or other compensation by (i) providing financial assistance to Brand Partners of your Business Organisation, (ii) buying products through the account of another Brand Partner, or (iii) drop shipping through another Brand Partner's account;



- 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 is not the account holder of such credit card, PayPal account, or other payment method for bonus buying or commission qualification purposes;
- Purchasing more product than the Brand Partner can reasonably consume or re-sell in the pursuit of sales commissions, bonuses, or other compensation;
- Instructing other Brand Partners to purchase products solely in order to cause someone to meet any qualification 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 business and expansion of Young Living into new markets. Consequently, Brand Partners are authorised to sell and enrol other Brand Partners only in countries or jurisdictions in which Young Living is authorised 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 laws. 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. Young Living may terminate this Agreement or take any other action Young Living deems appropriate with Brand Partners who engage in unauthorised premarket opening activity. Brand Partners 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 Partners 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 re-export 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 recognised 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 Australia may be promoted and sold in Australia.

Brand Partners may sell to and sponsor and/or enrol new Brand Partners globally but only in countries where Young Living has previously approved in writing. For open markets, only Young Living 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 Partners must follow all laws in any country in 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

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, display, or advertise them. You must not make any claims, therapeutic or otherwise, on any NFR product. NFR product availability may be different in each country.

3.14 ANTI-BRIBERY

Brand Partners 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. Brand Partners must cause their employees, officers, agents, and subconsultants to do likewise.

Brand Partners 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 prospective Brand Partner or existing Brand Partner to manipulate the Compensation Plan or circumvent the Agreement.

3.15 REPACKAGING, RELABELLING, AND QUALITY CONTROLS

Brand Partners may not relabel, 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. Our Seed to Seal promise to you ensures high quality products, however adverse reactions may occur. All adverse reactions must be reported to Member Services immediately so that it can be documented. If a Customer reports an adverse reaction to you, you are obligated to obtain the following from the Customer and immediately provide the information to Member Services:



- The identity of the person reporting the reaction, e.g their name, initials, address, or contact details (for follow-up);
- The identity of the person who experienced the reaction, e.g their initials, gender, patient identification number (if applicable), date of birth, age, or age group;
- One or more suspected product(s) that may have caused the reaction;
- One or more suspected reaction(s) that occurred.

Young Living strongly recommends that Brand Partners 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 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, Brand Partners agree to indemnify Young Living against any harm resulting from a violation of this section, including but not limited to a use of Young Living products as an ingredient and the repackaging or relabelling of any of its products.

3.16 CONFIDENTIALITY AGREEMENT

Brand Partners may be supplied with information that is of a confidential or proprietary nature such as genealogical and Organisation reports, Customer lists, Customer information developed by Young Living or developed for and in 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 formulas, 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 a Brand Partner's Young Living business for Young Living® products and in accord with the Agreement. 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 authorised 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 unauthorised Confidential Information disclosures.

Upon termination by either party, for any reason, each Brand Partner must discontinue the use of such Confidential Information and destroy or promptly return to Young Living any Confidential Information in their possession. Without limiting Brand Partner's obligations as set forth in this section, Young Living may further require a signed nondisclosure agreement before releasing any business information to Brand Partners and may require Brand Partners to certify that they have returned or destroyed all Confidential Information upon termination of their accounts.

The obligations contained in this section survive 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.

3.17 AUTHORISATION TO TAKE AND USE PHOTOS OR VIDEOS

Brand Partners 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 it sees fit in advertising and marketing materials. Brand Partners will not be compensated for this usage. Brand Partners that have a religious or moral objection to having their picture taken or appearing in a video 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.

3.18 RANK RECOGNITION

The Young Living Sales Compensation Plan pays compensation based on different ranks and the criteria set forth therein. Each month Brand Partners may qualify for sales commission payments according to the rank in which they qualify. Brand Partners are recognised by Young Living in various ways and at various times as they achieve certain ranks. To be recognised 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 Young Living founders. They may, however, 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 does not tolerate any harassment, cyber-stalking, or other abuse of its employees (to include Young Living's corporate officers). 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 Young Living when communicating via their personal emails, social media pages, phone calls, etc. Even when an employee is speaking in their capacity as a Young Living employee, every employee is only human and may at times mispeak or speak imperfectly. Young Living expects 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 employees may face disciplinary action under the Agreement. In addition, Brand Partners of all ranks are expected to follow the appropriate



corporate channels for resolving account issues or providing feedback (e.g., Member Services team, Diamond Support, etc.) rather than attempting to contact Young Living employees directly through improper channels.

Violations of this section constitute a material breach of the Brand Partner Agreement and may result in Young Living terminating the account of 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.

4. SPONSORING OTHER BRAND PARTNERS

4.1 SPONSORING

Brand Partners 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 Brand Partner and/or Customer, such Brand Partner/Customer has the right to choose between the two claiming Brand Partners within the first 30 days of their enrollment. After that time, Young Living will regard the first application received by Young Living as binding.

When sponsoring a new Brand Partner, you must provide the most current version of the documents incorporate into the Agreement, or ensure the new Brand Partner has access to them before accepting the Agreement.

4.2 SPONSORING ONLINE

When sponsoring a new Brand Partner through the online enrollment process, a Brand Partner may assist the new applicant in filling out the enrollment materials. The applicant must personally review and sign to the online Agreement. Another 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 Organisation in accordance with the Australian Privacy Principles and Young Living Privacy Policy available at Youngliving.com/en_au. Brand Partners 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 Partners agree 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 the 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 devices such as memory sticks, external hard drives, etc.

4.4 BRAND PARTNER AND SPONSOR RESPONSIBILITIES

As a Sponsor, Brand Partners are expected to train, supervise, and communicate with their team. If you feel you are not getting the necessary level of support from your Sponsor, you are encouraged to consult with your next Support Team Brand Partner or call Member Services at 1300 289 536 to determine further Support Team leadership to whom you could go to for help. As a Sponsor, Brand Partners also agree to make their contact information (telephone number/email address) available to their team for training and support purposes. Brand Partners should monitor the Brand Partners in their team to ensure they do not make improper product or business claims or engage in any illegal or inappropriate conduct that violates the Agreement.

In order to provide support for your Business Organisation, you authorise Young Living to disclose personal and/or confidential information that you have provided Young Living in connection with your Business Organisation or that you have developed as a result of your activities as a Brand Partner.

5. ADVERTISING

5.1 USE OF YOUNG LIVING MATERIALS

To prevent inadvertent errors or improper claims, Brand Partners should strive to use the current Young Living marketing materials, literature, and official claims and text when advertising and describing Young Living's® products or programs. The materials should be used in context so as not to be misleading.

There is no recording permitted during any Young Living convention or meeting. Anyone found recording the Young Living convention or any other Young Living meeting will be removed and subject to disciplinary action and the recording will be confiscated. Reproduction or distribution of a Brand Partner's notes from any Young Living event is prohibited.

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 Young Living has developed. Young Living's commitment to education extends to our own Young Living website, which contains approved claims for advertising and promoting Young Living Products.

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

As part of this commitment to education, Young Living Brand Partners are granted the freedom to use compliant reference materials from third-party sources to promote Young Living and its products. However, Young Living emphasises 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 or illnesses.

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 non-compliant materials to advertise or sell Young Living products.

When advertising our products, Young Living and its Brand Partners are regulated by "Commercial Speech" standards that restrict the claims that can be made. 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. Brand Partners are expected 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 “Digital Library” 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 federal 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 produced 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.

Without approval, Brand Partners must not be part of any advertised story or article to promote their Young Living business, whether print or digital, nor may any Brand Partner conduct Public Relations activities. All Public Relations activities must be referred to the Young Living Marketing Manager via Member Services by emailing custserv@youngliving.com.au

5.4 ADVERTISING CLAIMS AND REPRESENTATIONS

5.4.1 PRODUCT CLAIMS

Brand Partners are prohibited from making inaccurate and impermissible claims about any Young Living® products. Brand Partners must not make any claim that Young Living products are intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, including in a personal testimonial. Brand Partners must also avoid making any statements and claims that are false or misleading concerning Young Living’s products. You must comply with all laws, both state and federal, regarding any statements made.

Anyone unlawfully diagnosing or prescribing Young Living products may jeopardise the future of Young Living and all of its Brand Partners and may therefore have their Agreement terminated.

5.4.2 EARNINGS 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 or time 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 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 who build a business 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 a truthful earning claim that implies an outcome that is not typical of their 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 who build a business 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

Brand Partners must never represent that individuals can be successful without diligently applying themselves over an extended time period. Examples of misrepresentations include:

- Anyone can succeed 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 Business Organisation will build through spillover.
- Just join and I will build your Business Organisation for you.
- The company does all the work for you.
- You don’t have to sell anything.
- All you must do is buy your products every month.

The above are just examples of improper representations about the Sales Compensation Plan. It is important that Brand Partners do not make these or any other representations that could lead a prospective Brand Partner to believe that they can be successful as a Young Living Brand Partner without commitment of time, skill, and work effort.

5.4.4 INDEMNIFICATION FOR UNLAWFUL ADVERTISING STATEMENTS

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.



5.5 YOUNG LIVING INTELLECTUAL PROPERTY

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 authorised 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 Organisation.

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 authorisation. 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 licence 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 authorised 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 EMAIL ADDRESSES

Brand Partners may not use, register, or own any internet domain name, either in Australia, or abroad, that includes any Young Living IP or any derivative thereof. Nor may Brand Partners incorporate or attempt to incorporate any Young Living IP or any derivative thereof into any email 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 email address registration may be allowed to exist upon the signing of an annual trademark licence agreement with Young Living, which will also carry a licence fee. Such licence agreements may be offered by Young Living at any time, and those 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

Brand Partners may use the internet to promote their Brand Partner accounts using websites, blogs, and social media. Any website or online application 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 member number.

Any use of the internet to promote a Brand Partner's account may include current product descriptions, photographs, videos, and other media made available to Brand Partners by Young Living. However, these internet sites may not (a) use Young Living's trade address or IP; (b) make any improper product, income, or Sales Compensation Plan claims; (c) contain false or misleading information; (d) collect, store, process, or transmit any person's confidential information; (e) use old or outdated product descriptions, photographs, videos, and other media,

or (f) 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 IP, company names, or any other name that may be confused with Young Living Essential Oils 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 the following conditions:

- Each website must be operated by the Brand Partner in their 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 member number to conduct.au@youngliving.com.au
- Such site must display the member number, 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 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 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 FULFILLMENT STORES RESTRICTED

Notwithstanding the foregoing in section 5.7, in order to protect the integrity and image of Young Living's brand and to protect the



businesses that Young Living Brand Partners are building, Brand Partners may not sell or promote, in any fashion, Young Living® products on any internet classified ad site (e.g., Craigslist, TradeMe, Gumtree), marketplace (e.g., Facebook® Marketplace), auction site, shopping site, or order fulfillment store (e.g., eBay®, Amazon®, Lazada, Shopee, Mercado Libre, OrderDog™.com, Overstock®.com).

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 fulfillment store or (b) sell products to a third party that a Brand Partner has reason to believe will sell such products on any internet classified ad site, auction site, shopping site, or order fulfillment store.

Young Living will be entitled to all reasonable attorneys' fees and related costs incurred in enforcing its rights in any action in which it is found that a Brand Partner violated the terms of this section. No Brand Partners sales are permitted via internet sites except for those permitted via section 5.7 and through the Young Living Personal Websites in accordance with section 5.10.

5.9 TELEPHONE AND EMAIL SOLICITATION

Brand Partners may not use lists that have been created with address-harvesting software, automatic calling devices or cold calling telephone operators to solicit potential Brand Partners. In addition, any electronic messages distributed to solicit for your business must conform to the Spam Act 2003 and contain appropriate opt-out provisions for the recipient. Failure to opt respondents out of your email may subject you to the disciplinary action outlined in Section 13.5. You may not opt in on behalf of another Brand Partner in your Business Organisation.

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 the placing of one or more outbound telephone calls or texts, directly or indirectly 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 Brand Partners a personalised website to assist in sales and marketing efforts. You should contact Member Services at 1300 289 536 for more details or log in to your Young Living Virtual Office (Youngliving.com/en_au) for more information. Brand Partners should be advised that by using a Young Living website, the Brand Partner's contact information will become available to the public so that the public may contact the Brand Partner with questions. Young Living will not be held responsible for any unintended or adverse consequences of this service.

5.11 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 centres, and other such businesses where the customers' use of the establishment is controlled by membership or appointment. Approval must be obtained by emailing conduct.au@youngliving.com.au. Young Living reserves the right to approve or deny any request at its sole discretion.

5.12 MINIMUM ADVERTISED PRICE

You may establish the price at which you resell Young Living® products, as long as such sales are within the Policies outlined in this Agreement. However, certain advertisements can threaten healthy competition of essential oils and wellness products, can reduce sales of Young Living® products and can cheapen the image that Young

Living has worked hard to develop. Advertising with such potential effects is not acceptable to Young Living.

Notwithstanding the Policies in this Section 5.12 and Section 3.11.5 of this Agreement, Brand Partners may offer up to only \$40 AUD in enrollment incentives (e.g. Young Living product credit, gift cards or a gift), plus additional reference materials as desired as incentives to new enrollees or reactivated Brand Partners. No other discount, promotion or monetary incentive can be associated with new enrollees and reactivated Brand Partners. Violations of this Policy constitute a material breach of the Agreement and will result in disciplinary action under section 13.5.

5.13 TRADE SHOWS AND EXPOSITIONS

Subject to the requirements in this Agreement, Brand Partners may display and sell Young Living® products at trade shows and expositions. All literature displayed at the event must be official Young Living literature, and Brand Partners must clearly identify themselves as Independent Brand Partners.

5.14 MEDIA INQUIRIES

Brand Partners must not respond to media inquiries regarding Young Living, its products or services, or their Sales Business Organisation. All inquiries by any type of media must be immediately referred to the Young Living Conduct Success team at conduct.au@youngliving.com.au. This will ensure that accurate and consistent information reaches the general public and all federal and state laws and regulations are complied with.

5.15 GOVERNMENTAL APPROVAL OR ENDORSEMENT

State and federal regulatory agencies and officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, you may not represent or imply that Young Living or its Sales Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

6. PRODUCT SALES

6.1 SALES RECEIPTS

Brand Partners are required to document all retail sales. Brand Partners are required to furnish their Customers with copies of sales receipts, which specify the date of sale, the amount of sale, and the items purchased. These receipts set forth the Customer Satisfaction Guarantee, as well as any consumer protection rights required by federal or state law. In accordance with such laws, you must inform your Customers of their cancellation rights. Additionally, if Brand Partners sell product inventory to other Brand Partners, a sales receipt must be provided to the buyer. The Brand Partner must maintain copies of all sales receipts for a period of two years and furnish them to Young Living upon 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 Organisation 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 products previously purchased 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.

6.4 USED PRODUCT

All product sold must be new, unused and unopened. Where a product has a stamped expiry date or use by date it must not be sold past this date. If any Brand Partner stocks product for sale to Customers they must be conscious of the expiry, best before or use by dates on their stock.

6.5 DSA CODE OF PRACTICE

As a Member of Direct Selling Australia ("DSA"), Young Living must comply and must ensure that its Brand Partners comply with the DSA Code of Practice (available from www.directselling.org.au).

As of the date of the Agreement, under the DSA Code of Practice, you must offer a ten (10) day, money-back guarantee to Customers. This ten (10) day money-back guarantee is in addition to any money-back guarantee offered on Young Living® products to Customers. This ten (10) day money-back guarantee means that a Customer may, for any reason, request that the Customer's agreement to purchase products from you ("Purchase") is cancelled and that the Customer be given a full refund of the purchase price. The only conditions are that the Customer must request the refund within ten (10) days of Purchase and must return the unused portion of product. You must make the refund within ten (10) days of the Customer's request. If the Customer prefers, you may make a product exchange instead of a refund.

6.6 UNSOLICITED CONSUMER AGREEMENTS

The Unsolicited Consumer Agreements provisions in the Fair Trading Act relevant to your state and Australian Consumer Law set out requirements that must be complied with by you when making unsolicited sales, in addition to the DSA requirements set out above. You must ensure that any unsolicited sales or sales approaches of Young Living® products you make comply with the Unsolicited Consumer Agreements provisions. A brief overview of the Unsolicited Consumer Agreements provisions and compliance requirements for the Unsolicited Consumer Agreements provisions are set out below. You must consider whether contact with a consumer may result in an "Unsolicited Direct Sales Agreement". An "Unsolicited Direct Sales Agreement" means an agreement for selling Young Living products (see further below) in circumstances where the agreement was negotiated at the customer's workplace, home or by telephone and the customer did not invite you to that place or make that phone call, for the purposes of entering into negotiations for the sale of the Young Living product(s) that the sale agreement covers.

The price to be paid or payable by the customer under the agreement must also be more than \$100, (or unascertained at the time of sale) in order for the Unsolicited Consumer Agreements provisions to apply. Only the Young Living products that are of a "kind" ordinarily acquired for personal, domestic, or household use or consumption are relevant. The Unsolicited Consumer Agreements provisions do not apply to any Young Living products that are of a "kind" ordinarily acquired for business purposes. Unsolicited Consumer Agreements provisions also limit unsolicited direct sales activities with regard to time of day and location.

6.6.1 SITUATIONS WHERE UNSOLICITED CONSUMER AGREEMENTS PROVISIONS MAY NOT APPLY

Based on the above requirements, the Unsolicited Consumer Agreements provisions are NOT likely to apply to the following selling arrangements between you and a customer:

- The sale is made to your customer for the purpose of resale;
- All discussions preceding the sale take place wholly at your business or trade premises or online;
- Your approach to the customer resulted from an invitation from that customer (excluding where the customer has provided their contact details to you for another purpose or for the sale of another product);
- The value of the single sale transaction is less than \$100; or
- You have previously entered into an "Unsolicited Sales Agreement" with the customer and the customer is simply renewing the agreement for the same products.

6.6.2 COMPLIANCE REQUIREMENTS FOR UNSOLICITED CONSUMER AGREEMENTS

If your approach, sale or presentation does NOT fall within any of the situations described above in section 6.6.1, then the selling arrangement is likely to constitute an "Unsolicited Direct Sales Agreement" and is subject to the Unsolicited Consumer Agreements provision requirements. These include:

- The purchase agreement must include certain information, such as: clear description of the goods; summary of the customer's right of cancellation; the personal details of the customer as well as your personal details; and the total price to be paid under the agreement (or the method by which the total price will be calculated).
- You must provide the customer with a completed copy of the purchase agreement (which has been signed by the customer) at the time of signing and keep an identical copy for your records. If you make the agreement over the telephone then you must ensure that the customer receives a hard copy of the agreement within five (5) working days of the agreement being signed.
- You must verbally disclose to the customer before executing a purchase agreement that there is a cooling off period of ten (10) days during which the customer may cancel the agreement (note that these details must also be included on the purchase agreement).
- If the customer does cancel the agreement, you must immediately repay all money that the customer has already paid under the agreement and arrange to collect any goods that you have already supplied to the customer (at the customer's own expense).

This is a brief summary of the Unsolicited Consumer Agreements provisions. For more specific information and to read the Unsolicited Consumer Agreements provisions in full, please visit the following website: www.ConsumerLaw.gov.au and see the relevant sections of Australian Consumer Laws or seek legal advice.

7. SALES COMMISSIONS AND BONUSES

7.1 SALES COMMISSIONS AND BONUS CHECKS

To qualify for sales commission compensation under the Sales Compensation Plan, Brand Partners must be active and in compliance with the Agreement with no holds on their account. Commissions will be paid in accordance with the Sales Compensation Plan on approximately the 20th of each month for the prior month's sales. Brand Partners may elect to have sales commissions paid via the options below and may contact Member Services for more information at 1300 289 536.

- Credit on Account – Sales commission amounts will be retained as a credit on the Brand Partner account for future product purchases. Brand Partners may elect to have sales commissions deposited into a local bank account by submitting a Direct Credit



of Commissions form to custserv@youngliving.com.au. Direct deposits will be permitted based on policies determined by Young Living.

- Direct Deposit – Brand Partners may elect to have sales commissions paid via direct deposit to a local bank account. Direct deposits will be permitted based on policies determined by Young Living. Brand Partners must enrol in direct deposit by submitting a Direct Credit of Commissions form to custserv@youngliving.com.au.

Brand Partners may access detailed sales commission reports from the Virtual Office at Youngliving.com/en_au. 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.

7.2 SALES COMMISSIONS ADJUSTMENTS

Adjustments may be made to a Brand Partner's sales commission check and/or credits on their account for any fees, including any processing fees, unpaid balances, or debts owed to Young Living. When a product is returned to Young Living for a refund or is repurchased by Young Living, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from any future commission checks, including those sales commissions paid to the purchaser's Support Team.

In addition, if a Brand Partner fails to properly provide their Australian Business Number (ABN) when their sales commissions reaches the ATO's income tax threshold, Young Living may deduct any necessary back-up withholdings from the Brand Partner's sales commission checks as required by law.

7.3 BUSINESS SUPPORT FEES

A monthly business support fee may be assessed each month and is used to cover accounting, processing, account maintenance, and other costs. The fee may be tax deductible, so Brand Partners should consult their own 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 business support 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.

7.4 RETURNED SALES COMMISSIONS PAYMENTS

Any failed direct deposit payments will be applied to the Brand Partner's account as credit, and the direct deposit set up on the account will be cancelled.

7.5 MONTH-END ORDER PROCESSING CUTOFF

All website and/or email orders must be received and accepted on or before the last day of the calendar month at 11:59 p.m., Australia EST, 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. All mailed-in orders must be postmarked by the last day of the month and received within the next three business days of the following month. If not received within the following three business days, the orders will be credited to the following month. All days are considered business days except for Saturday, Sunday and public holidays when the mail is not delivered or when the Young Living office is closed. 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.

Only mail-in orders fall under the three business day exception.

7.6 RECIPIENT CREATED TAX INVOICES

This section applies to Recipient Created Tax Invoices, where:

- "Supplier" is the Brand Partner;
- "Supplies" is the provision of services for which bonuses or commissions are paid;
- "Recipient" is Young Living Essential Oils (Australasia) Pty Ltd (Young Living);
- "RCTI" is Recipient Created Tax Invoice;
- "Tax Invoice" includes an adjustment notice.

The Supplier warrants that the Supplies are Taxable Supplies for GST purposes and will advise the Recipient should any Supplies be GST-free, input taxed or outside the scope of GST.

The Recipient and Supplier agree that:

- a. The Recipient can issue RCTI in respect of the Supplies;
- b. The Supplier will not issue tax invoices in respect of the Supplies;
- c. The Supplier acknowledges that it is GST registered when it enters into the Agreement and that it will notify the Recipient if it ceases to be GST registered;
- d. The Recipient acknowledges that it is GST registered when it enters into the Agreement and that it will notify the Supplier if it ceases to be GST registered or if it ceases to satisfy any of the requirements of any Australian Taxation Office (ATO) ruling required for the issuance of an RCTI.
- e. The Supplier indemnifies the Recipient for any liability to tax, over claimed credits and penalties as a result of an error by the Recipient on any supply for which it issues a RCTI that might arise due to the failure of the Supplier to notify cessation of registration or other ATO requirements;
- f. The above terms are modified in accordance with current GST law and ATO Rulings as required for the issuance of a RCTI from time to time; and
- g. The Supplier will inform the recipient if they consider that relief from GST should be afforded under the transitional provisions of the GST law. The Recipient will then examine the legal position to determine availability of relief.

7.7 PAYG WITHHOLDING TAX

I/We acknowledge that until I am/we are advised by Young Living that I/we have achieved the 'in business' criteria for the ATO purposes, I/we will not be conducting an enterprise for taxation purposes and consequently will not be required to quote an Australian Business Number (ABN) to Young Living; OR I/We am/are carrying on a business under general law and will immediately provide the ABN for my/our enterprise to avoid the requirement for Young Living to deduct PAYG withholding from bonuses payable to my/our enterprise.

8. ORDERING AND YOUNG LIVING RETURN AND REFUND POLICY

8.1 ORDERING METHODS

All Brand Partners may place orders by telephone, mail, email, website, live chat, or through the Young Living Loyalty Rewards Autoship Program.

8.1.1 PHONE

When ordering, modifying account information, or accessing your account by phone, be prepared

to present all information requested on the Young Living order form, including member number and personal identification number (PIN). Live operators are available Monday through Friday from 9 a.m. – 5 p.m. AEST. Hours may be subject to change. For current hours, visit Youngliving.com/en_au and click on the "Contact Us" link.



8.1.2 YOUNG LIVING WEBSITE

The Young Living website makes ordering and accessing information online quick and easy. Available 24 hours a day, 7 days a week, the website allows you to place online orders. You will need your member number and password (which should be kept confidential) to establish a login and personal identification number (four-digit PIN) at Youngliving.com/en_au. You must keep your PIN secure and order only on your own account.

8.1.3 LIVE CHAT

Orders may be placed through the live chat service available through the Young Living website if available for each specific country. You will need to provide your member number and PIN.

8.1.4 EMAIL AND MAIL

When ordering by email or mail, print information legibly on the official Young Living order form. You must include your member number on the order form along with your contact information and PIN.

8.2 LOYALTY REWARDS AND SUBSCRIPTION PROGRAMS

The Young Living Loyalty Rewards Autoship Program enables Brand Partners to conveniently have Young Living products automatically shipped to them each month. Through this optional program Brand Partners can earn free products and qualify for specials. A Loyalty Rewards order is entirely optional.

It is advised that the autoship order is set up to be processed between the 1st and 20th of each month. Autoship orders can be processed after the 24th, but these dates have limited availability. 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 obligations and reserves the right to cancel a Brand Partner's Loyalty Rewards Subscription if the 50 PV minimum order requirement is not being met which forfeits all Loyalty Rewards points and rewards. If certain products are out of stock at the time of order processing, this may affect the minimum PV order requirement. For this reason, Brand Partners have access to the PV Assistant Tool in the Virtual Office to ensure the order meets the PV requirement.

Once the order has been processed it cannot be changed or cancelled. There is a 25% restocking/handling fee (due to Brand Partner's failure to update or cancel their Loyalty Rewards template before the processing date) for any returns if your order has been processed. Therefore, Young Living encourages Brand Partners to update their Loyalty Rewards template at least two (2) days before the processing date.

Return of any Loyalty Rewards order forfeits all Loyalty Rewards points earned from that order. Please refer to the Loyalty Rewards information pages on the Virtual Office.

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 text, 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. It is the Brand Partners responsibility to ensure default payment methods are valid and payment is rectified prior to the end of each month.

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.

If an item ordered is out of stock or discontinued 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 Cash On Delivery (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

Young Living may offer back orders dependent on stock arrival times. Back ordered products will either be shipped with your next order or in a separate shipment after the product becomes available. Shipping is not charged on back orders.

9. SHIPPING

9.1 SHIPPING METHODS AND CHARGES

Orders are generally shipped within two business days (excluding weekends and public holidays). A packing slip is included in each shipment. Brand Partners should keep these packing slips for personal accounting records. Brand Partners can access their Tax Invoices in the Virtual Office.

9.2 SHIPPING DISCREPANCIES

When you receive an order, you should check the products against the packing slip to make certain there is no discrepancy or damage. Please notify Young Living of any shipping discrepancies or damage as soon as possible. Failure to notify Young Living of any shipping discrepancy or damage within five business days of receipt of shipment will forfeit your right to request a correction.

To correct any problems you may have encountered with your shipments, please contact Member Services. A Member Services representative will discuss the steps to rectify the situation and issue a Return Authorisation Number (RAN). The Return Authorisation Number (RAN) is required for the processing of all shipping discrepancies or damage claims. If the RAN is not included, Young Living will not process shipping discrepancies, issue credits, or replace damaged products.

10. PAYMENT

10.1 METHODS OF PAYMENT

Young Living accepts the following payment methods:

- Credit cards, debit cards,—Visa®, MasterCard®;
- PayPal®;
- Cash direct deposit (standard orders only).

Using someone else's payment method without their written permission is illegal and may be grounds for termination of your Agreement as well as possible legal action.

The Automatic Clearing House (ACH) program authorises Young Living to draft against a Brand Partner's bank account for the order. First-time ACH orders may be held for five days before being shipped.

10.2 INSUFFICIENT FUNDS

Brand Partners are responsible for ensuring that sufficient funds are available in their account to cover regular orders and autoship orders. Any uncollected amount may be deducted from commissions.

10.3 ACCOUNT CREDITS

Brand Partners may choose to retain sales commissions and bonuses in the form of a credit on the Brand Partner's Young Living account. This credit can then be used against future product purchases by applying it to an order via the Virtual Office or by contacting Member Services, in accordance with section 7.

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 Brand Partners



who received compensation on such purchases.

11.1 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 GST (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 GST (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 GST (less shipping charges and a 25% 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 25% 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-Brand Partner. 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 Organisation. 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.

11.2 RETURN 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 Partners 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 that they will be unable to return products more than 90 days from the date of termination.

11.3 PRODUCT BUNDLES AND COLLECTIONS

All Young Living product bundles and product collections must be sold as a whole unit. Brand Partners are prohibited from selling individual items from product bundles and product collections separately and promoting such activity within the Brand Partner's Sales Organisation.

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

11.4 RETURN OF PROMOTIONAL PRODUCTS

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

- If a qualifying purchase is returned in whole or in part and negates your qualification to receive the complimentary promotional item(s), the complimentary item(s) must also be returned, or you will be charged for the free product(s).
- If one of the promotional products is returned, Young Living will not credit the Brand Partner, as Young Living will assume the returned item(s) is the promotional product(s). If all promotional products are returned, Young Living will credit the Brand Partner for the product purchased.

11.5 PROCEDURES FOR RETURNS

The following procedures apply to all returns for refund, repurchase, or exchange:

- The Customer or Brand Partner who purchased it directly from Young Living must return the products.
- The product(s) must be returned in its original container.
- The return must have a Return Authorisation Number (RAN) that may be obtained by calling Member Services on 1300 289 536, by emailing custserv@youngliving.com.au, or by submitting the request via Young Living's live chat services. The RAN must be written on the outside of each package on at least three sides along with the member number, or the shipment will be returned to the sender; if a return address is not provided, the return will remain unprocessed until the sender is identified.
- All returns must be shipped prepaid to Young Living. Young Living does not accept Cash On Delivery (COD) packages.
- If returned product is not received by Young Living's distribution center, it is the responsibility of the Brand Partner to trace the shipment. Young Living is not liable for items lost or damaged in transit.
- Volume for exchanges will be counted in the month the exchange transaction was made.
- No refund will be made for subsequent returns of the same product, except when the product is damaged or defective. Credits will be issued when Young Living has processed the return.

12. BRAND PARTNER ACCOUNT MANAGEMENT

12.1 CHANGES TO A BRAND PARTNER ACCOUNT

Brand Partners must immediately notify Young Living of changes to the information submitted in the Brand Partner's application. Brand Partners may update existing information by submitting a written request indicating the changes by email to custserv@youngliving.com.au, by live chat, or by making such changes online in the Virtual Office at Youngliving.com/en_au. 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 Business Organisations and to safeguard the hard work of all Brand Partners, Young Living strongly discourages changes in sponsorship. Young Living recognises, however, that extenuating circumstances may exist that necessitate a change in sponsorship.

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



- Newly enrolled or reactivated Brand Partners are allowed one free Sponsor/Enroller change within the first 30 calendar days of enrollment or reactivation. Sponsor/Enroller change requests may be made by contacting Member Services if within the first five calendar days of enrollment or reactivating. After five calendar days, but within 30 calendar days, the request must be submitted in writing via email, or other method or form required by Young Living. Requests submitted via email should be sent to resolutions@youngliving.com. The email or form must come directly from the new Brand Partner or their Enroller and must be sent from the email address on file with Young Living. Requests cannot be submitted by any other Brand Partner, even in the form of a forwarded email.
- Sponsor changes must be made prior to the end of the last calendar day of each 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 enrollment or reactivation, the sponsor change will not be recognised until the following month. Young Living will not be responsible for a delay in sponsor change due to the timeliness of the submission of a change request. If within the 30 days the Enroller and the newly enrolled or reactivated Brand Partner both submit a request for a Sponsor/Enroller change, the newly enrolled or reactivated Brand Partner's request will always take precedence. Only newly enrolled or reactivated Brand Partners or their current Enroller are authorised to request any sponsor change for their individual accounts within 30 days of the enrollment or reactivation. Sponsor changes cannot be made at the request of a Support Team Brand Partner or family members.
- Under exceptional, extenuating conditions, a Brand Partner may request a sponsor change after the 30 days of enrollment by completing a Support Team Approval Sponsor Change Request Form and submitting a non-refundable \$35 USD processing fee to Young Living via email at aunz-resolutions@youngliving.com. The required signatures to be obtained are: the current Enroller; the Active Support Team Brand Partner, defined as the brand partner's next immediate Support Team Brand Partner that has met the 100 PV requirement in the Young Living Compensation Plan for the immediately prior 6 consecutive months; and the Gold leader, the Gold leader is considered the closest Support Team Brand Partner whose highest achieved rank is Gold or higher. The non-refundable \$35 USD processing fee must be paid either by credit card, account credit or PayPal 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 and the non-refundable payment.
- If one of the Support Team Brand Partner(s) does not respond within a period of 60 days, the Brand Partner may request to be moved under the sponsor of their choice. The Brand Partner must demonstrate that they have made a good-faith effort, which would be at least three attempts, to contact all three Support Team Brand Partners with enough evidence submitted to the Conduct Success Team at conduct.au@youngliving.com.au to prove they tried for a period of 60 days to contact the Support Team Brand Partner via email, certified mail, etc., and the Support Team Brand Partner has ignored or has been nonresponsive to the request. 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 Support Team Approval process, the Brand Partner's original Business Organisation 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 Support Team Brand Partners' approval, the Conduct Success 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 30 days of the initial enrollment or reactivation. 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 their three active Support Team Brand Partners, the Brand Partner may choose to go six months without placing an order to effect a change to a new Sponsor and move without their Business Organisation. At the end of six months, the Brand Partner may request a sponsor change by emailing resolutions@youngliving.com and paying a \$35 USD fee. The new Sponsor cannot become the Enroller.

Requests cannot be submitted by another Brand Partner. 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 ordered products in the previous month and their Sponsor or Enroller changes during the first five business days of the month, that change may affect the previous month's rank, qualification, and payout.

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 Organisation 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 PROGRAM

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

12.5 BRAND PARTNER BUSINESS ORGANISATION REPORTS

Business Organisation 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 \$5 AUD each. Brand Partners who do not have a Young Living sponsored personal website will pay \$5 AUD for each report requested. Brand Partners who wish to have the report mailed must pay \$5 AUD for the first 10 pages and 10 cents for each additional page. Young Living reserves the right to modify the charges described in this section.

Business Organisation genealogy reports constitute confidential information as set forth in the Agreement. Without limiting those obligations, Brand Partners may not use reports for any purpose other than for developing and supporting their Business Organisation. 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 Sales 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 RESOLUTION AND DISCIPLINARY ACTION

13.1 DISPUTES WITH OTHER BRAND PARTNERS

If a Brand Partner has a grievance or complaint with another Brand Partner, it may be reported to the Young Living Conduct Success team in writing via mail, or email at conduct.au@youngliving.com.au. 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 firsthand knowledge of the improper conduct.

Upon receipt of a written complaint, the Young Living Conduct Success team will investigate the matter, review the applicable policies, and render a decision on how the dispute will be resolved.

13.2 MEDIATION

Prior to instituting an arbitration with Young Living, as provided in section 13.3 below, you and Young Living (collectively referred to as "Parties") will meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties will be appointed as mediator. The mediation will occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, will be divided equally between the Parties. Each party will pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party will pay its own attorney's fees, costs and individual expenses associated with conducting and attending the mediation. Mediation will be held in the Young Living Australian Office and will last no more than two (2) business days.

13.3 RESOLUTION OF DISPUTES

In the event of a dispute occurring between a Young Living Brand Partner and Young Living, or between Young Living Brand Partners, this section provides for the appointment of an independent mediator or arbitrator, under the auspices of the Australian Commercial Disputes Centre (ACDC), to mediate or to hear and resolve contentious issues.

Any dispute, controversy or claim arising out of the relationship between an Approved Provider and a Young Living Brand Partner, or relating to the contract of which these Policies form a part or breach of these Policies, the termination of a Young Living Brand Partner's business, the de-sponsorship of a Young Living Brand Partner or the placing of a Young Living Brand Partner on probation, shall be settled by mediation administered by the Australian Commercial Disputes Centre Limited (ACDC) and the following provisions shall apply:

- The mediation shall be conducted at Sydney, Australia;
- The mediator shall be selected by Young Living and the Young Living Brand Partner from a panel of mediators nominated by ACDC and failing agreement within fourteen (14) days as to a mediator, by the Secretary-General for the time being of ACDC;
- Each of the Parties shall be entitled to be represented by one duly qualified legal practitioner or other representative in addition to the party himself/herself or in the case of a corporation an executive of the corporation, whether legally qualified or not.

In the event that the dispute, controversy or claim is not resolved by mediation within twenty-one (21) days of the appointment of the mediator (or such longer period as is agreed between Young Living and the Young Living Brand Partner or an Approved Provider and the Young Living Brand Partner) either party may refer the dispute, controversy or claim to arbitration administered by ACDC and the following provisions shall apply:

- The arbitration shall be conducted at Sydney, Australia;
- The arbitration shall be conducted in accordance with the current Rules for the Conduct of Commercial Arbitrations issued by the Institute of Arbitrators Australia;
- The arbitrator shall be selected by Young Living and the Young Living Brand Partner from a panel of arbitrators nominated by ACDC and failing agreement within fourteen (14) days as to an arbitrator, by the Secretary-General for the time being of ACDC. The arbitrator shall be a person other than the mediator who has conducted the mediation pursuant to section 13.2;
- The arbitrator shall have the powers of a Court of relevant jurisdiction only;
- Each of the parties shall be entitled to be represented by one duly qualified legal practitioner or other representative in addition to the party himself/herself or in the case of a corporation, an executive of the corporation, whether legally qualified or not;
- Examination of witnesses by the parties and by the arbitrator shall be permitted, but compliance with the rules of evidence shall not be required.

The costs of any mediation shall be borne equally by the Young Living Brand Partner and Young Living. A Young Living Brand Partner proposing to exercise their rights under section 13.3 shall promptly notify Young Living Australia at its head office by post or email conduct.au@youngliving.com.au to the Compliance Manager within twenty-eight (28) days of receiving notice of Young Living's or an Approved Provider's determination.

13.4 JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration will reside exclusively in any state or federal court located in Sydney, Australia, and nowhere else, 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.

13.5 BREACH OF AGREEMENT

Young Living may terminate the Brand Partner account or take any other action Young Living deems appropriate, such as an account hold, if, in its sole and absolute discretion, it determines that a Brand Partner breached 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 AGREEMENT

In the instance that Young Living determines that a Brand Partner is in breach of the Brand Partner Agreement, the Brand Partner may appeal the determination to Young Living. The appeal must be in writing and be received by Young Living within 15 days from the date of the notice of breach. The appeal should be submitted with all supporting documentation. Young Living will review and reconsider the determination of breach and notify the Brand Partner in writing of its decision. If the appeal is not received within the 15-day period, the determination of breach and any required action to cure the breach will be final.

14. TERMINATION

14.1 TERMINATION FOR INACTIVITY

If a Brand Partner does not meet the personal volume (PV) requirement in any particular month, the Brand Partner will not receive commissions or bonuses for the sales generated through the Business Organisation. If a Brand Partner has not ordered a minimum of 50 accumulative PV and has not earned a sales commission for 12 months, this Agreement will be automatically terminated, and the Brand Partner account shall be inactive and removed from the active downline organisation (account will drop in our system on the 15th of the following calendar month). The existing team will roll up to the next Support Team Brand Partner and remain in the original genealogy. Former Brand Partners whose accounts are considered inactive for failing to place an order or earn any sales

commissions for 12 months may reactivate their account as a new Brand Partner without rank or downline under any Enroller and/or Sponsor of their choice.

14.2 REACTIVATION

If you are a Brand Partner deemed inactive (you have had no ordering activities for a period of 13 months and have been dropped out of the organisation; you are no longer visible in the downline viewer), you may reactivate your Brand Partner account by contacting Member Services and purchasing 50 PV in product or by purchasing a Starter Bundle or other enrollment bundle. You would be considered a new Brand Partner upon reactivation of your account. You will have no claim to the team that was lost when terminated for inactivity.

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 address on file, 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 at conduct.au@youngliving.com.au 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 TERMINATION

A Brand Partner may voluntarily terminate their Brand Partner Agreement at any time and for any reason by providing written notice to Young Living through the completion of the termination request form in the Virtual Office. When reactivating within six months of termination, the Brand Partner must enrol under their former Enroller and Sponsor.

14.5 EFFECTS OF TERMINATION

Upon termination, Brand Partners release all rights to their Brand Partner benefits and Business Organisation, including but not limited to all future compensation under the Sales Compensation Plan. 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 Support Team Brand Partner, or dissolve and remove it from the Sponsor.

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 genealogy, to include options to operate the position as a Brand Partner, allow it to compress and/or roll up to the next active Support Team Brand Partner, and/or sell or dispose of the position as Young Living deems best for its business.

15. MISCELLANEOUS

15.1 DELAYS

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

15.2 PARTIAL VALIDITY

If any provision of the Agreement, in its current form or as it may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision will be severed. The remaining terms and conditions will remain in full force and effect.



and will be construed as if such invalid or unenforceable provision never comprised a part of the Agreement. The Agreement will be interpreted by Young Living in the best furtherance of Young Living's business interests.

15.3 WAIVER

Young Living never forfeits its right to require compliance with the Agreement or with applicable laws and regulations governing business conduct. For example, any action or inaction by Young Living regarding any conduct that breaches this Agreement will not be deemed a waiver of any of Young Living's rights or acquiescence in the conduct. Failure to enforce any provision of the Agreement against any Brand Partner does not waive Young Living's right to enforce that or other provisions. Only in rare circumstances will any provision or term of the Agreement be waived, and an authorised agent of Young Living will convey such waivers in writing. The waiver will apply only to that specific case.

15.4 TITLES NOT SUBSTANTIVE

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



NOTES

Contact Us

www.YoungLiving.com.au



Facebook
'Young Living Australia'



Facebook AUNZ Members
'Young Living Members AUNZ'



Instagram
@YoungLivingAUNZ



Instagram
@YLBusinessCollective



Digital Library
Library.YoungLiving.com/en/au



Blog
YoungLiving.com/blog/Australia



YouTube.com
[/YoungLivingAustraliaAndNewZealand](http://YoungLivingAustraliaAndNewZealand)



Pinterest
YoungLivingAUNZ

Contact Details

Phone: 1300 AU YLEO / 1300 28 9536

Email: custserv@youngliving.com.au

Live Chat

Live Chat: bit.ly/aunzlivechat

Hours: 9 AM - 5 PM AEST/AEDT - Monday-Friday

Please check YoungLiving.com.au for up-to-date hours.

Experience Centres & Product Pickup

Sydney

Address

Level 3, Building B, 3 Columbia Court, Baulkham Hills, NSW, 2153

Experience Centre Opening Hours

Tuesday - Friday : 10 AM - 6 PM AEST/AEDT

Closed Monday, Saturday and Sunday.

Orders need to be picked up within 5 business days.

Perth

Address

Unit 1, 30 Haydock Street, Forrestdale Business Park, Forrestdale, WA, 6112

Experience Centre Opening Hours

Monday - Friday: 9 AM - 5 PM AWST

Saturday: 9 AM - 1 PM AWST

Orders need to be picked up within 5 business days.

For order collection enquiries, email perthpickupyl@youngliving.com.au