This agreement is made between the Applicant named on the front of this form (the “Distributor”) and Young Living (Europe) Ltd (hereinafter called “Young Living”, “us”, “we” or the “Company”)

1. As an independent distributor the Distributor understands and agrees that:
   (a) This Agreement is made on and is effective from the date it is signed by the Distributor as shown overleaf;
   (b) The Distributor shall sell and promote the Company’s goods strictly in accordance with this Agreement, which Agreement comprises the terms and conditions set out herein (“the Terms and Conditions”) and the terms and conditions of the current versions of the Company’s Policies and Procedures, the Privacy Policy and Compensation Plan each of which separate documents are by this reference hereby expressly incorporated into the Agreement in their present form and together constitute the entire agreement between the Company and the Distributor and supersede any previous agreements, representations or undertakings; and
   (c) The Distributor must be and warrants that he/she is 18 years of age or over to enter into this Agreement.

2. You will be entitled to sponsor others as Young Living Distributors and to purchase the products for your business, and market the products and present the business opportunity in countries in which Young Living operates. You will not be granted an exclusive franchise or any territorial exclusivity.

3. The Distributor confirms that he/she is not currently a Young Living Distributor nor has been one during the past 12 months.

4. No purchase or investment is necessary to become a Distributor.

5. This Agreement shall continue until terminated by one party or if the Distributor becomes inactive (which shall mean that the Distributor has not purchased any products for a period of 12 months, as outlined in Section 14 in the Policies and Procedures).

6. A maintenance fee will only be charged if
   (a) the Distributor earns commission in that month, or
   (b) if applicable, if a commission cheque remains unclaimed or not cashed for 180 days after it has been issued (please refer to section 7.7 in the Policies and Procedures) or
   (c) there is an unused credit on the Distributors account (please refer to section 7.8 in the Policies and Procedures). This fee will be calculated from the unclaimed amount in your account and will be subject to a monthly deduction of either 10% or $10 US Dollars, whichever is higher.
   “The Maintenance Fee” is converted into Euros in accordance with the exchange rate used by the Company at the time of conversion. The monthly Maintenance Fee from commissions will not exceed $5 per month or $60 per year, however the Maintenance Fee from unused credits on the Distributor account may exceed the mentioned amount. The Maintenance Fee is to cover costs associated with accounts maintenance, regular updates, newsletters, etc. For any queries regarding the Company’s exchange rate, please contact our Customer Care Department.

7. The Company may modify these Terms and Conditions, its Policies and Procedures, its Compensation Plan, and its other literature and product prices at its discretion and the Distributor’s consent is not required to such changes and the Distributor shall be bound by such changes upon notification either specifically to the Distributor or generally through official Company literature, provided that the Company shall give the Distributor at least 60 days advance written notice of any change in the annual financial obligation of the Distributor.

8. The Distributor is an independent contractor responsible for his/her own business, and is not an employee, partner, agent or joint venturer of the Company. This Agreement does not constitute the sale of a distributorship, a franchise or a licence: no fees have been or will be payable to Young Living (Europe) Ltd or its distributors in respect of any transactions contempl by this Agreement and the promotion and sale of the products and services of the Company or as expressly authorised in writing by the Company. If the Distributor sponsors additional distributors the Distributor must maintain ongoing contact with all personally sponsored Distributors and perform a bona fide supervisory function and offer encouragement, training and ongoing support.

9. The Distributor will at all times act in a proper ethical, legal, moral and financially sound manner (including in accordance with the Company’s Policies and Procedures and Code of Ethics) and will not in any manner be affiliated with or linked to any Company or its distributors into disrepute. The Distributor must not use misleading, deceptive or unfair recruiting methods. Violation of this code of behaviour constitutes grounds for immediate termination of the Agreement and forfeiture by the Company of any future commissions to the Consultant.

10. The Distributor will not use the Company’s trade name and/or trademarks except in any material provided to the Distributor by the Company or as expressly authorised in writing by the Company.

11. The Distributor shall abide by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products (which shall include the Direct Selling Association’s Code of Business Conduct and Code of Practice) and will, at its own expense, obtain any consents or licences required in connection with the conduct of such business.

12. The Distributor shall not speak on behalf of the Company, or on the subject of its products or services, by means of an interview or articles on television, radio or any press, print medium or communication media, unless prior written permission has been granted by the Company. If the Distributor is contacted by one of the above the Distributor must refer the media to the Company directly.

13. The Distributor will pay all monies for administration fees, product orders or any monies due to the Company directly to the Company’s corporate office. All commissions paid by the Company to the Distributor will be paid by commission cheques, directly to the Distributor’s registered address with the Company cheques will not be paid if the value under USD $25,- will be credited directly to the Distributor’s account registered with the Company. All commissions will initially be calculated in US Dollars and then converted into Euros in accordance with the exchange rate used by the Company and updated from time to time.

14. Actual or attempted cross-line recruiting or sponsoring is strictly prohibited, as set out in the Policies and Procedures clause 3.10.2.

15. The Distributor hereby acknowledges and agrees that the covenants contained in Clauses 12,13 and 14 are an indispensable part of the transactions contemplated by this Agreement and are enforceable and, having obtained professional advice, that the restrictions contained in such covenants are fair and reasonable in the context of this Agreement. The parties acknowledge, however, that such restrictions are liable to be rendered invalid or unenforceable by changing circumstances, public policy, or other unforeseen reasons and accordingly if any one or more of the restrictions contained in this clause shall either individually or together be adjudged for whatever reason to go beyond that which is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable and/or enforceable under Regulation 6(2) of the Trading Schemes Regulations 1997 following termination of this Agreement if any particular restriction or restrictions were deleted or limited in any manner (including without prejudice to the generality of the foregoing any reduction in duration or geographical area) the said restrictions shall apply with such deletions or limitations.

Distributor Obligations

16. The Distributor will use only printed materials produced by the Company when representing the Company, training other distributors and/or making representations as to the products. No claims, statements, disclosures, representations or warranties that are not printed in the Company’s printed materials will be made in either selling the products or in the recruitment of prospective distributors. Any additional materials used for promotional purposes may be used only in exceptional circumstances and must be approved by the Company in writing before being used.

17. If the Distributor sponsors additional distributors the Distributor must maintain ongoing contact with all personally sponsored Distributors and perform a bona fide supervisory function and offer encouragement, training and ongoing support.

18. The Distributor will at all times act in a proper ethical, legal, moral and financial sound manner (including in accordance with the Company’s Policies and Procedures and Code of Ethics) and will not in any manner be affiliated with or linked to any Company or its distributors into disrepute. The Distributor must not use misleading, deceptive or unfair recruiting methods. Violation of this code of behaviour constitutes grounds for immediate termination of the Agreement and forfeiture by the Company of any future commissions to the Consultant.

19. The Distributor will not use the Company’s trade name and/or trademarks except in any material provided to the Distributor by the Company or as expressly authorised in writing by the Company.

20. The Distributor shall abide by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products (which shall include the Direct Selling Association’s Code of Business Conduct and Code of Practice) and will, at its own expense, obtain any consents or licences required in connection with the conduct of such business.

21. The Distributor shall not speak on behalf of the Company, or on the subject of its products or services, by means of an interview or articles on television, radio or any press, print medium or communication media, unless prior written permission has been granted by the Company. If the Distributor is contacted by one of the above the Distributor must refer the media to the Company directly.

22. The Distributor will pay all monies for administration fees, product orders or any monies due to the Company directly to the Company’s corporate office. All commissions paid by the Company to the Distributor will be paid by commission cheques, directly to the Distributor’s registered address with the Company cheques will not be paid if the value under USD $25,- will be credited directly to the Distributor’s account registered with the Company. All commissions will initially be calculated in US Dollars and then converted into Euros in accordance with the exchange rate used by the Company and updated from time to time.

23. In order to ensure the proper co-ordination, development and servicing of the market for the Company’s products the Distributor may not sell products under the Scheme to retailers However, Distributors may display Young Living’s products in commercial outlets where professional services are the primary source of revenue and product sales are secondary, such as approved service-oriented establishments, including, but not limited to, health spas and beauty shops but not doctors or GPs".

24. The Distributor is under no obligation to accept any request from a prospective distributor any products, services or business opportu-
to time by the Company.

23. The Distributor acknowledges that commissions are paid only on sales. No commissions or other payments are made and no benefits are received from sponsoring other distributors or in respect of the continued participation of any other distributors in the trading scheme, and no earnings are guaranteed from mere participation in the Compensation Plan. The Distributor confirms that neither the Company, nor any upline sponsor has made any claims of guaranteed profits or representations of anticipated profits that might result from their efforts as a Distributor. The Distributor acknowledges that success as a distributor comes from retail sales, services and development of an independent network.

24. The Company has the right to request information about the development of the Distributor’s business and downline to ensure compliance with the terms of this Agreement.

25. All Young Living products purchased by Distributors are subject to the warranties and disclaimer applicable to these products at the time of purchase. The Distributor acknowledges and agrees when marketing the products:
   a. not to make diagnoses of medical conditions;
   b. not to make claims that Young Living products will prevent, treat, cure, or mitigate any disease or disease condition in humans or animals;
   c. not to use pictures, graphic displays, written materials, or make any claims about Young Living products not contained in Young Living sales and promotional literature approved by Young Living;
   d. not to make any claims including but not limited to any health or nutritional claims about Young Living products that can be construed as a drug; and
   e. to comply with Young Living’s Code of Ethics as set out in its Policies and Procedures.

26. Distributors must pay for the product/services at the time of ordering, failing which the order will be cancelled.

27. The Young Living Compensation Plan is based upon the sale of Young Living products and services to end consumers. You must fulfil specified personal and Downline Organisation sales requirements (as well as meet other responsibilities set forth in the Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievements.

28. Distributors acknowledge that Young Living product names, corporate name, logos, and trademarks are the exclusive property of Young Living. You agree not to misuse these to promote your business or for any other purpose. Any publications created by a distributor must show that they are an Independent Distributor of Young Living and must comply with all local country laws.

29. Names, addresses and contact details of Distributors, along with any other information provided to you for working your Downline, or for any other reasons, are Young Livings’ confidential propriety information, and will only be used by you for the purpose of your Young Living business during, but not after, the term of your Young Living business. Such information must be kept confidential even after the termination of your Young Living business.

The Company’s Products

30. The Company shall endeavour during the continuance of this Agreement to supply all goods and services ordered by the Distributor. If the Company fails to supply such goods and services, the Distributor shall be entitled to the immediate return of all sums paid for the same. Goods supplied to a Distributor that are defective may be returned for exchange of the same or similar goods. The Company reserves the right to substitute goods of an equal value and as near as possible to the original item ordered, if for any reason the identical goods are not available.

31. The Company shall provide the Distributor with an adequate record of all goods or services supplied by the Company to the Distributor in respect of which payment is due from the Distributor, which record may take the form of an itemised order form, invoice or receipt, and shall provide full and accurate financial details of all transactions and how any deductions are calculated.

32. The Distributor agrees to give any purchaser of the products a properly completed sales receipt in the form approved by the Company.

33. It is a condition of this Agreement that the Distributor will sell at least seventy percent (70%) of previous wholesale orders to retail customers prior to re-ordering (“the 70/30 Rule”), unless the previous order was for personal use only and the Distributor will keep records of all sales transactions and on request from the Company must produce retail receipts for any retail sales and comply with any other reasonable verification procedures required by the Company from time to time. The Distributor acknowledges that the prices at which it purchases products under the Scheme are influenced by the Distributor’s sales record and accordingly, whilst the Company may take its own steps to seek to verify the Distributor’s retail sales, the Company will primarily rely on the Distributor’s representations and accordingly the Distributor’s obligation to the Company to comply with the 70/30 Rule is one of the utmost good faith essential to the proper operation of the Scheme.

34. Subject to the Distributor’s own rights on termination described in Clause 38. (Termination) below, if any downline distributor of the Distributor returns any products to the Company and obtains a refund from the Company (whether or not such refund is legally required) the Distributor will on demand pay to the Company any commissions or bonuses earned in relation to those products and the Company may set off any amounts due to it from the Distributor against any sums due from it to the Company.

35. The product or product range of the Company may not be re-labelled or re-packaged for resale under any other name or in any other way.

36. In the event that the Company provides any training for the Distributor at the cost of the Distributor then the Distributor may require the Company to refund such cost (less the cost of any subsistence) within 14 days of the training if the Distributor is dissatisfied with the training.

37. The Distributor may at any time during the term of this Agreement at the written request of the Distributor re-purchase any product which was purchased by the Distributor from the Company in accordance with the scheme at any time within one year of the date of such request and which is returned to the Distributor to the Company, such re-purchase to be subject to and upon the terms of Clauses 39.6 and 39.7 below (and for which purpose the date of the written request under this Clause shall be treated as the date of termination referred to in Clause 39.6).

38. Termination

38.1 The Distributor may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address set out overleaf (or to such alternative address within the United Kingdom as the Company may specify) and:
   (a) the Distributor may require the Company to repay the Distributor within 14 days any monies which the Distributor has paid to or for the benefit of the Company or any of its distributors or agents in connection with the Distributor's participation in this trading scheme or paid to any other distributor in accordance with the provisions of this trading scheme; and
   (b) the Distributor may return to the Company's address referred to above any goods which the Distributor has purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
   (c) The Distributor may cancel any services which the Distributor has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Distributor.

38.2 In order to recover any monies paid in accordance with sub-clauses 38.1 (a) or (c) above the Distributor must give notice to the Company requesting the repayment of such monies (and if applicable, returning the starter kit and any other promotional or training materials purchased by him) to the Company’s address referred to in sub-clause 38.1 within 21 days of the date of cancellation and the Company shall repay such monies as the Distributor may be legally entitled to recover within 21 days of the date of cancellation.

38.3 In order to recover monies paid for goods under sub-Clause 38.1 (b) above, the Distributor must deliver the goods to the Company within 21 days of the date of cancellation to the address referred to in Clause 38.1. The Distributor shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Distributor on delivery of the goods, or forthwith if the goods have not yet been delivered to the Distributor.

38.4 The Distributor may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to the Company at its address referred to overleaf. If the Distributor gives notice to terminate this Agreement more than 14 days after the Distributor entered into this Agreement, the Distributor may return to the Company any goods (including training and promotional materials, business manuals and kits) which the Distributor has purchased under the scheme within 90 days prior to such termination and which remain unsold and the Company will pay the Distributor the price (inclusive of
In the event that either party terminates this Agreement the
The Company may terminate this Agreement at any time by
(iii) a reasonable handling charge (which may include the cost
under the scheme more than 90 days but within one year prior to such termination and
(iii) the Distributor did not clearly inform the Distributor prior to
On termination of this Agreement for whatever reason the
(a) the commission was paid in respect of goods returned to
(b) the Company has refunded any monies due to the
(c) repayment of the commission is claimed within 120 days of
Any notice given under this termination clause, which is given
notice is posted.
Distributors acknowledge Young Living is not liable for any damages or
Confidentiality
As more specifically set out in the Policies and Procedures and the
Privacy Policy, the Distributor agrees that where, in the course of
trade, the Distributor collects and/or processes customer personal
data, including credit card information, the Distributor will ensure that
such information is processed, stored and disposed of in a secure
manner in accordance with the applicable data protection laws and
industry standards.
If at any time any provision of this Agreement (including any provisions of the Policies and Procedures or Compensation Plan) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair—
(a) the legal validity or enforceability in that jurisdiction of any other provision of this Agreement; or
(b) the legal validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
The failure of any party at any time to require performance by any
other party of the provisions of this Agreement shall in no way affect
the right of such party to require the remedy of any breach of any
provisions of this Agreement and shall not be construed as a waiver of
any continuing or succeeding breach of such provisions.
Each party acknowledges that in entering into this Agreement it
does not do so on the basis of or in reliance upon any representa-
tions, promises, undertakings, warranties or other statements
(written or oral) of any nature whatsoever except as may be
expressly provided in this Agreement (and accordingly any conditions,
waivers or other terms implied by statute or common law are (save
as to fraud) hereby excluded to the fullest extent permitted by law).
If there is any provision of this Agreement or of any agreement
or arrangement of which this Agreement forms part, which causes or
would cause this Agreement or that agreement or arrangement to be
subject to registration under the Restrictive Trade Practices Act 1976,
then that provision shall not take effect until the day after particulars
of this Agreement or of that agreement or arrangement (as the case
may be) have been furnished to the Director General of Fair Trading
pursuant to Section 24 of that Act.
This Distributor Agreement, consisting of these Terms and Conditions,
the Distributor Application Form, the Policies and Procedures and the
Compensation Plan, constitutes the entire agreement between the
parties; there are no oral terms or representations, your sponsor is not
entitled to vary them and they may be amended in writing only upon
prior written agreement between Young Living and the Distributor.
Young Living may assign this Agreement at any time without the
consent of the Distributor.
This Agreement is governed by and shall be construed in accordance
with English law and the parties hereby irrevocably submit to the
non-exclusive jurisdiction of the English Courts in respect of any
dispute arising herefrom or any other contractual relationship between
the parties hereeto.