

Brand Partner Agreement Enrollment Form



Suite 142, 701-64 Avenue SE
 Calgary, Alberta
 T2H 2C3

MEMBER SERVICES
 TOLL FREE: 1-855-429-2616
 FAX: 1-866-203-5666
 EMAIL: canadacs@youngliving.com

APPLICANT INFORMATION

NAME (LAST, FIRST, MIDDLE) (REQUIRED)			SOCIAL INSURANCE N°.
CO-APPLICANT OR BUSINESS NAME (OPTIONAL)			SOCIAL INSURANCE N°.
HOME PHONE N° (REQUIRED)	WORK PHONE N°.	CELL PHONE N°.	FAX N°.
STREET	CITY/PROVINCE	POSTAL CODE	COUNTRY (REQUIRED)
EMAIL		LANGUAGE PREFERENCE (REQUIRED): <input type="checkbox"/> ENGLISH <input type="checkbox"/> FRENCH	

SHIPPING INFORMATION SAME AS ABOVE

STREET	CITY/PROVINCE	POSTAL CODE	COUNTRY (REQUIRED)
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ACCOUNT ACCESS INFORMATION

PIN (4 DIGITS)	PASSWORD (8-12 CHARACTERS/ALPHANUMERIC)
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ENROLLER *(Person responsible for introducing & enrolling you in YL)*

NAME (LAST, FIRST, MIDDLE) (REQUIRED)	BRAND PARTNER (MEMBER) ID (REQUIRED)
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SPONSOR *(Direct support team; may also be the same as your enroller)*

NAME (LAST, FIRST, MIDDLE) (REQUIRED)	BRAND PARTNER (MEMBER) ID (REQUIRED)
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By signing below, I acknowledge that I have read and agree to the terms and conditions on the back of this Agreement and that I have read and understand and will abide by the Policies and Procedures. I am also aware that I must purchase one of the enrollment options below in order to receive wholesale pricing.

APPLICANT SIGNATURE (REQUIRED) _____ DATE _____

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

ESSENTIAL REWARDS PROGRAM

I would like to take advantage of Young Living's Essential Rewards program. Add the following items to my monthly Essential Rewards order and ship it to me on the date selected.

MONTHLY ORDER

ITEM NO.	DESCRIPTION	QTY.	PRICE	TOTAL

Select order processing day. If available, we will automatically ship your monthly Essential Rewards order every month on the day you selected. If that date is unavailable, your order will ship on the next available business day. My signature indicates that I have read and accepted all the terms included in the ER agreement on the back. I would like to receive my products automatically every month. I have indicated items I would like to receive, the processing date and preferred payment method.

SIGNATURE _____ DATE _____ ORDER PROCESSING DATE (1ST-29TH) _____

ENROLLMENT OPTIONS *(OPTIONAL)*

ITEM NO.	DESCRIPTION	PRICE	PV	QTY.
24073	Desert Mist Starter Bundle	\$199.75	100 PV	
546303	Dewdrop Starter Bundle	\$199.75	100 PV	
546703	NingXia Red Starter Bundle	\$199.75	100 PV	
546603	Thieves Starter Bundle	\$199.75	100 PV	
31226	Little Oilers Starter Bundle	\$169.75	100 PV	

SUBTOTAL				
APPLICABLE SALES TAX				
SHIPPING + HANDLING				
TOTAL				

PAYMENT METHOD *(Selected method will be used for enrollment order and/or monthly Essential Rewards orders as applicable.)*

SELECT PAYMENT METHOD: VISA MC

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CREDIT CARD N°.

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EXPIRATION DATE

KEEP CARD ON FILE

CARDHOLDER'S SIGNATURE _____

CREDIT CARD BILLING ADDRESS

STREET	CITY/PROVINCE	POSTAL CODE	COUNTRY (REQUIRED)
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This Brand Partner Agreement is between you, the undersigned Applicant, and Young Living Canada, ULC a company incorporated under the laws of British Columbia, hereafter known as “Young Living.”

- 1. Enrolling as a Young Living Brand Partner.** By completing and submitting this Brand Partner Agreement, you hereby apply to be a Young Living Brand Partner. Young Living accepts this Brand Partner Agreement and grants you status as a Young Living Brand Partner by creating a computer record of your account. Young Living has the right to reject this Brand Partner Agreement for any reason.

To become a Young Living Brand Partner, you must submit this Brand Partner Agreement to Young Living within 30 days of your enrollment either through mail, or fax (which must include all parts of this document) or by agreeing to it on the official Young Living website (www.youngliving.com/en_CA). If you enroll online, you will not need to submit a paper application. While your sponsor may assist you in completing the online enrollment, you must personally review and agree to this Brand Partner Agreement; the Young Living Policies and Procedures (hereafter simply “Policies and Procedures”); and the Young Living Compensation Plan, which includes the Young Living Terms and Definitions for the Compensation Plan (the latter two documents are collectively referred to as the “Compensation Plan”).

If this Brand Partner Agreement is not received within 30 days of your enrollment, your account will be placed on hold until this Brand Partner Agreement is received. If you fail to submit a completed Brand Partner Agreement, for whatever reason, you will consent to the Policies and Procedures and Compensation Plan in their entirety by your participation as a Brand Partner and by your receipt of Brand Partner (wholesale) pricing on your orders.

By completing and submitting this Brand Partner Agreement, you acknowledge and agree that you have not been terminated as a Young Living Brand Partner within the last six months and that you have no financial interest in another Brand Partner(s) account, unless that interest is permitted under the Policies and Procedures or is approved of in writing by Young Living. You also acknowledge that you are of the age of majority in your Province of residence and have the capacity to be legally bound by the terms of this agreement.

- 2. Brand Partner Rights.** Subject to Young Living’s acceptance of this Brand Partner Agreement, Young Living grants you the right to:
1. purchase Young Living products at wholesale prices;
 2. offer for sale Young Living’s products and services; and
 3. sponsor new Young Living Brand Partners, in accordance with terms of the Policies and Procedures.
- 3. Independent Contractor Status.** You acknowledge and agree that as a Young Living Brand Partner you will:
1. be an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Young Living;
 2. not be treated as an employee for your services or for Federal or Provincial tax purposes;
 3. have no authority, either expressed or implied, to bind Young Living to any obligation;
 4. not be granted an exclusive territory, nor required to pay franchise fees;
 5. be responsible for paying provincial and federal taxes, source of deduction, PST, GST, HST, income tax, employment insurance premiums, Canada Pension Plan contribution or provincial employee health tax contribution due from all compensation you earn as a Brand Partner;
 6. be responsible for paying the costs of your business including travel, entertainment, office, clerical, legal, equipment, accounting, license fees, insurance premiums, and general expenses, without advances, reimbursements or guarantees from Young Living; and
 7. be subject to entrepreneurial risk and responsible for all losses that you incur as a Brand Partner.
- 4. Policies and Procedures & Compensation Plan.** You acknowledge and agree you have carefully read and agree to comply with the Policies and Procedures and the Compensation Plan, both of which are incorporated into and made a part of this Brand Partner Agreement (collectively referred to as the “Agreement”).

You understand and agree that Young Living may amend the terms and conditions of the Agreement from time to time. The changes will become effective 30 days after first published by Young Living through official Young Living notification or publications distributed to all active Brand Partners (e.g., e-Blast or e-News) or posted to an official Young Living website. Amendments will not apply retroactively to your actions that occurred prior to the effective date of the amendment. By executing the Brand Partner Agreement, you agree to abide by all amendments or modifications that Young Living elects to make to the Agreement. If you are not willing to accept these changes, you must notify Young Living in writing prior to the change becoming effective. If you continue business, order product, or accept compensation or another benefit pursuant to the Agreement, those actions will constitute your acceptance of the entire amended Agreement.

- 5. Marketing of Products and Services.** You agree to promote the sale of Young Living products in accordance with the terms and conditions outlined in the Policies and Procedures. You understand and agree that in order to receive compensation based on the Compensation Plan you must meet all requirements outlined in that plan and not be in violation of the terms of the Agreement.
- 6. Termination.** This Brand Partner Agreement will be effective until you voluntarily cancel the Agreement, your account becomes inactive, or Young Living terminates your account, as outlined in the Policies and Procedures.

The Non-Solicitation, Non-Competition, and Confidentiality provisions of the Agreement will survive termination of the Agreement.

- 7. Assignment.** This Brand Partner Agreement cannot be sold or assigned without the written approval of Young Living. All permitted successors in interest or assigns must comply with all terms of this Brand Partner Agreement. Young Living may assign the Agreement at any time.
- 8. Indemnification.** You agree to indemnify and hold harmless Young Living, its officers, managers, directors, employees, Brand Partners and agents against any liability, claims, obligations, expenses (including attorney’s fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, your activities as a Brand Partner including, without limitation, any unauthorized representations or claims made by you; breach of the terms of this Agreement; or violation of or failure to comply with any applicable federal, state, or local law or regulation.
- 9. Jurisdiction and Choice of Law.** The Agreement will be interpreted and construed in accordance with the laws of the province of Alberta applicable to contracts to be performed therein. Any legal action concerning the Agreement will be brought in the provincial courts located in Alberta.
- 10. Miscellaneous.** In the event any court of competent jurisdiction will declare any portion of the Agreement to be invalid, the remainder of the Agreement will not be invalidated thereby but will remain in full force and effect.
- 11. Entire Agreement.** The Agreement, which may be amended from time to time, constitutes the entire agreement between you and Young Living and supersedes all prior agreements, and no other promises, representations, guarantees, or agreements of any kind will be valid unless in writing and signed by both parties.
- 12. Remedies for Breach.** You agree that any breach by you of the Agreement will immediately and irreparably harm Young Living and cannot be made whole solely by monetary damages. You agree that the remedy at law for any breach of any provision of the Agreement will be inadequate; and that in addition to any other remedies, in law or in equity it may have, Young Living will be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of the Agreement and/or to compel specific performance of the Agreement.

