

# YOUNG LIVING HONG KONG POLICIES AND PROCEDURES

This document was published on 2nd July 2018. Whoever joining as a Member on or after 2nd July 2018 shall be bound by these Policies and Procedures as from such date. Existing Members shall be bound by these Policies and Procedures with effect from 1st August 2018 and before that, for the avoidance of doubt, the Young Living Policies and Procedures published and prevailing before 2nd July 2018 shall continue to apply to them.

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# I: INTRODUCTION

## 1.1 Welcome

Welcome to Young Living Hong Kong Limited (“Young Living”)! We are pleased that you have chosen to become a Member of Young Living.

## 1.2 Definitions

In these Policies and Procedures, unless the context otherwise defines, the following expressions shall have the following meanings:-

“**Affiliated Parties**” has the meaning given to it under Section 3.6;

“**Agreement**” has the meaning given to it in Section 1.5;

“**Associate**” shall have the meaning as follows:-

(a) in relation to an individual means:

- (i) his spouse and any child or step-child of the person or of his spouse (“family interests”);
- (ii) the trustees, acting in their capacity as such trustees, of any trust of which he or any of his family interests is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
- (iii) any company in the equity capital of which he and/or his family interests taken together are directly or indirectly interested so as to exercise or control the exercise of 30% or more of the voting power at general meetings, or to control the composition of a majority of the board of directors and any other company which is its subsidiary or holding company or a fellow subsidiary of any such holding company;

(b) in relation to a company means any other company which is its subsidiary or holding company or is a fellow subsidiary of any such holding company or one in the equity capital of which it and/or such other company or companies taken together are directly or indirectly interested so as to exercise or control the exercise of 30% or more of the voting power at general meetings, or to control the composition of a majority of the board of directors;

“**Beneficiary**” has the meaning given to it under Section 3.7.1;

“**Business**” means the business of Young Living being network marketing of essential oil products through independent Members;

“**Business day**” means a day (other than a Saturday or a Sunday) on which banks in Hong Kong are open for normal banking business;

“**Business Entities**” or “**Business Entity**” has the meaning given to it under Section 3.8;

“**COD**” means Cash on Delivery;

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the laws of Hong Kong);

“**Compensation Plan**” means the global compensation plan, which includes the terms and definitions for it, organized and managed by Young Living Essential Oils, LC under the laws of the state of Utah, the United States of America, and under which the Members and the other members of the Young Living Group shall be eligible, subject to the fulfillment of specified sales requirements for bonuses, commissions and order benefits;

“**Competing Business Venture**” means any business venture offering a similar business opportunity or similar or alternative products or services to those offered by Young Living;

“**Competition Ordinance**” means the Competition Ordinance (Chapter 619 of the laws of Hong Kong);

“**Confidential Information**” has the meaning given to it under Section 3.14;

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);

“**Designated Third Party**” has the meaning given to it under Section 15.6;

**“Direct Marketing”** has the meaning given to it under Section 3.16;

**“Diamond”** and **“Diamond Leadership Bonuses”** have the meanings given to them under the Compensation Plan;

**“Effective Date”** has the meaning given to it under Section 3.16;

**“Enroller”** means, in relation to a new Member, the Member who enrolls such new Member into Young Living and for the avoidance of doubt an individual can be enrolled only once in 12 months;

**“Entity”** has the meaning given to it under Section 3.4;

**“Essential Oil”** means an extract, distillation, or derivative, in any amount, of any herb or plant grown, harvested, processed, promoted, identified as a future Young Living’s product, marketed or sold by Young Living during the term of the Agreement;

**“Essential Rewards Autoship Program”** has the meaning given to it under Section 8.2 and **“autoship order”** means order made under the Essential Rewards Autoship Program;

**“Executive, Silver, and Gold ranking Members”** have the meanings given to them under the Compensation Plan;

**“Generation and Diamond Leadership Bonuses”** has the meaning given to it under the Compensation Plan;

**“Government Recipient”** has the meaning given to it under Section 3.12.2;

**“HK\$”** means the lawful currency for the time being of Hong Kong;

**“Holding Company”** has the meaning attributed to it in section 13 of the Companies Ordinance;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Image Material”** has the meaning given to it in Section 3.17;

**“Immediate household”** means (i) in relation to a Member who is an individual, the spouse of and other persons residing with such individual in the same home; and (ii) in relation to a Member which is an entity, any of the shareholders, owners, directors, officers, members, trustees, responsible parties, etc. of such entity and any person married to or residing in the same home with any of such shareholders, owners, directors, officers, members, trustees, responsible parties, etc. of such entity;

**“IDS”** has the meaning given to it under Section 5.3.2;

**“Level”** means, in relation to a sales organization, the position of a Member within such sales organization. Those Members who are immediately Sponsored by another Member would be considered the Sponsoring Member’s first level. Those Members who are Sponsored by a Member’s first level would be considered that Member’s second level and so on;

**“Member”** means any person (including you) who is eligible to join and becomes a member of Young Living through the making of the Member Agreement and as a result of which is bound by the terms of the Agreement, and

**“Member’s membership”** or **“Your membership”** shall be construed accordingly;

**“Member Agreement”** means the application made by a person and accepted by Young Living for such person to become a Member;

**“Member Sites”** has the meaning given to it under Section 5.7;

**“Non-Young Living Program”** has the meaning given to it under Section 3.11.3;

**“OGV”** means Organization Group Volume as defined in the Compensation Plan;

**“Parties Concerned”** has the meaning given to it under Section 13.2.1;

**“PDPO”** means the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong);

**“Personal Data”** has the meaning given to it under Section 3.14;

**“PIN”** has the meaning given to it under Section 8.1.1;

**“Privacy Policy Statement”** means the privacy policy statement published by Young Living from time to time in connection with the collection, use, transfer and retention of personal data, which is assessable at [https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK);

**"Promotional Materials"** has the meaning given to it under Section 3.11.3;

**"PV"** means personal volume as defined in the Compensation Plan and is one of the requirements for ranking within the Compensation Plan;

**"Reports"** has the meaning given to it under Section 12.2;

**"Retail Customer"** has the meaning given to it under Section 3.2.1;

**"Return Merchandise Authorization"** or **"RMA"** has the meaning given to it under Section 9.2;

**"Rights"** has the meaning given to it in Section 3.17;

**"Rollup"** means has the meaning given to it under Section 3.9;

**"Sales Organization"** means, in relation to a Member, such Member's member account with Young Living along with the downline that such Member build, and **"Downline Organization"**, **"Your Sales Organization"** and **"Upline Organization"** shall be construed accordingly;

**"Special Rights"** has the meaning given to it in Section 3.17;

**"Sponsor"** means, in relation to a Member, such Member's immediate upline Member, and **"Sponsored"**, **"Sponsoring"** and **"Sponsorship"** shall be construed accordingly;

**"Starter Kit"** means a kit that helps Members get started with their Young Living experience by providing material on Young Living's products and business;

**"Subsidiaries"** has the meaning attributed to it in section 15 of the Companies Ordinance;

**"Three Active Upline"** has the meaning given to it in section 12.1.1;

**"Transfer"** has the meaning given to it under Section 3.7;

**"Username"** has the meaning given to it under Section 5.7;

**"Virtual Office"** means a software business tool program that allows Members to manage their business with Young Living;

**"Young Living"** has the meaning given to it under Section 1.1;

**"Young Living Group"** means the holding company of Young Living and its subsidiaries from time to time, and

**"Member of the Young Living Group"** shall be construed accordingly;

**"Young Living Order Form"** means the order form prescribed by Young Living from time to time for use by the Members to purchase Young Living's products;

**"Young Living Placement Program"** means the Sponsor placement Program as described in 12.1.3;

**"Young Living Trademarks"** has the meaning given to it under Section 5.5.

### *1.3 Interpretations*

References herein to statutory provisions shall be construed as references to those provisions as amended or re enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re enactments (whether with or without modification).

The headings herein are inserted for convenience only and shall not affect the construction of the Agreement.

Unless the context requires otherwise, (a) words importing the singular include the plural and vice versa and words importing a gender include every gender; and (b) references to Sections are to Sections of these Policies and Procedures.

References herein to persons include references to individuals, firms, limited liability companies, corporations and unincorporated bodies of persons and vice versa (where the context requires).

## 1.4 Purpose

The purposes of these Policies and Procedures are:

- to set standards of acceptable business behavior expected of you;
- to define your relationship with Young Living, your Retail Customers and other Members; and
- to assist you in building and protecting your business with Young Living.

## 1.5 Policies and Procedures and Compensation Plan Incorporated into the Member Agreement

Throughout these Policies and Procedures, whenever the term “**Agreement**” is used, it refers collectively to the Member Agreement (pursuant to which you became a Member), these Policies and Procedures, the Privacy Policy Statement and the Compensation Plan. These Policies and Procedures, the Privacy Policy Statement and the Compensation Plan are incorporated by reference into the Member Agreement (in their current form and as amended by Young Living from time to time). It is your responsibility to read, understand, adhere to, and ensure that you are operating under the most current version of all these documents, as found online at [https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK).

## 1.6 Ethics

You are required to abide by the following Code of Ethics in the operation of your sales organization and your opportunity to participate in the Young Living's business. Violations of the Code of Ethics may, without prejudice to other rights of Young Living, result in disciplinary action.

### *Code of Ethics*

- You will follow the highest standards of honesty, professionalism, and integrity in the development and operation of your sales organization.
- You will give prompt and efficient service to anyone to whom you have introduced Young Living's products, as well as to your downline Members.
- You will not make negative or disparaging remarks about Young Living, Young Living's founders, any Young Living's competitor(s) or their people, products, or organizations.
- You will not engage in activities that may cause losses to Young Living or another Member.
- You will perform all duties of a Sponsor and a leader as you build your business with Young Living, including providing the necessary training and support.
- You will respect the privacy of both your upline and downline Members and Retail Customers.
- You will not recruit any Member to other business opportunities.
- You will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of your sales organization as a Member.

## 1.7 Amendments/Acceptance

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's publications distributed to all active Members (e.g. e-News) or posted on an official Young Living website. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

By executing the Member Agreement, you agree to abide by all amendments or modifications that Young Living elects to make. If a Member is not willing to accept these changes, Young Living must be notified in writing within the 30 days period prior to the change being effective. Any continued business, ordering, acceptance of a commission or bonus payout, or any other benefit by a Member pursuant to the Agreement constitutes acceptance of the Agreement in whole with any and all amendments.

## 2: BECOMING A MEMBER

### *2.1 Requirements to Become a Member*

To become a Member, you must meet the following requirements:

- If you are an individual, be at least 18 years old and provide a Hong Kong Identity Card number.
- If you are a business entity, provide copy of the articles of incorporation, tax number/ business registration number.
- Read and agree to these Policies and Procedures, the Privacy Policy Statement and the Compensation Plan.
- Apply to become a Member by completing, signing and submitting a Member Agreement to Young Living within 30 days of your enrollment.
- Purchase a Starter Kit.

Young Living reserves the right, in its sole discretion, to reject your application to become a Member or otherwise the Member Agreement submitted by you for any reason whatsoever.

### *2.2 Member Agreement*

You can submit your completed and signed Member Agreement through mail, fax or Young Living's website ([https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK)). Your application must be received within 30 days of your enrollment for you to receive benefits as a Member. If the Member Agreement is not received within the said 30 days, your application to become a Member will be placed on hold until the Member Agreement is received.

### *2.3 Telephone Enrollment*

You may enroll as a Member over the phone. However, you must submit a completed and signed Member Agreement that is received at Young Living's office in Hong Kong within 30 days of your telephone registration, as outlined in Section 2.2. A Retail Customer may be enrolled over the telephone.

### *2.4 Web Applications*

If you enroll on Young Living's website or on any Young Living-sponsored replicated website, you are not required to submit a paper application but shall agree to the Member Agreement, these Policies and Procedures and the Compensation Plan as shown in the said website. While your Sponsor may assist you in completing the online enrollment as a Member, you must personally review and agree to the Member Agreement, these Policies and Procedures and the Compensation Plan as aforesaid.

## 3: OPERATING YOUR SALES ORGANIZATION

### *3.1 Independent Contractor Status*

As a Member, you are an independent sales contractor and are not a purchaser of a franchise or business opportunity. The agreement between you and Young Living does not create an employer/employee relationship, agency, partnership, or joint venture. You will not be treated as an employee for your services for any purpose whatsoever. You are responsible for your own taxes due from all compensation earned as a Member. You have no authority (expressed or implied) to bind Young Living to any obligation. You are encouraged to establish your own goals, hours, and methods of sale, as long as you comply with applicable laws and the terms and conditions of the Agreement.

### *3.2 Retail Customers and Members*

Individuals may join Young Living as Retail Customers or as Members.



### *3.2.1 Retail Customers*

Retail Customers, who are not Members, can purchase products directly from Young Living for personal consumption but do not participate in Member's sales organization or Compensation Plan. Retail Customers are not required to sign a Member Agreement. Retail Customers purchase products at the published retail price. Retail Customers' purchases apply toward their Sponsor's OGV. Thus, orders placed by any Retail Customers of a Member will be included in the total sales volume for their Sponsor's sales organization. A Retail Customer may become a Member at any time by satisfying the requirements outlined in Section 2.1.

### *3.2.2 Members*

Members purchase products 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 Compensation Plan.

In these Policies and Procedures, a Member's member account is referred to as being "active" if such Member enrolled as a new Member and purchased products of a minimum of 50 PV within the previous 12 months and is referred to as being "inactive" if he/she has not. If any Member does not order a minimum of 50 PV for 12 consecutive months, such Member is considered inactive.

### *3.3 Beneficial Interest in More than One Member Account and Duplicate Member Accounts*

Unless as specified in the other parts of this Section 3.3, a Member may operate or have an interest, legal or equitable, in only one member account. If Young Living finds that you have an interest in multiple member accounts, it will terminate the duplicate member account(s), leaving only the member account created first. You are specifically prohibited from creating duplicate member accounts in an attempt to change lines of Sponsorship, manipulate the Compensation Plan, or circumvent the Agreement in any way.

You may have a beneficial interest in more than one member account if you receive an interest in another member account as an inheritance (either through a direct inheritance or as a beneficiary of a trust) from another Member, you notify Young Living of the inheritance in writing (as specified in Sections 3.7 and 3.7.1), and Young Living approves of the transfer in writing. Young Living reserves the right, in its sole and absolute discretion and with or without reason and at any time, to (1) deny you the option of owning an interest in your original member account and an inherited member account or (2) to deny you the right to earn the Generation and Diamond Leadership Bonuses on the inherited member account, such as, without limiting any right of Young Living as aforesaid, if Young Living determines you have not demonstrated the ability to operate two sales organizations by failing to engage in leadership activities such as contacting and training your downline, participation in meetings, increasing enrollments, and/or increasing PV and OGV within the payment levels of your downline in the recent past. If Young Living denies you the right to have a beneficial interest in a second member account that you received through inheritance, it may allow you up to a four-month grace period to sell your interest in one of your member accounts. After that grace period, the inherited member account will be placed on hold or terminated.

Young Living strongly encourages and prefers that Members work together with their spouse/de facto partner (if applicable) in building a single sales organization. However, due to divorce, separation, mutual agreement, etc., there may be an exception to this general rule. Beginning 1 August, 2018, you and your spouse/de facto partner may have separate member accounts as long as the second member account is sponsored as the first or second level to the other spouse's member account. Young Living will periodically audit these two member accounts and may terminate the latter-created member account if it is found that, in Young Living's sole discretion, the latter-created member account is used to manipulate the Compensation Plan or the spouse is not complying with the 70% rule as outlined in Section 6.1. A joint sales organization will be treated as a joint tenancy with rights of survivorship.

### *3.4 Actions of Household Members or Affiliated Parties*

If any individual of your same household engages in any activity which, if performed by you, would violate any provision of the Agreement, such activity will be deemed a violation by you; and Young Living may, without prejudice to other rights of Young Living, take disciplinary action against you pursuant to these Policies and Procedures. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "**entity**") violates the Agreement, such action(s) will be deemed a violation by the entity; and Young Living may, without prejudice to other rights of Young Living, take disciplinary action against the entity. Likewise, if a Member enrolls in Young Living as an entity, each affiliated party of the entity will be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

### *3.5 Actions of Upline Members*

If any upline Member encourages, aids, or supports a downline Member in any activity which, if performed by the upline Member, would violate any provision of the Agreement (e.g., creating duplicate member accounts or cross-line recruiting), such activity will be deemed to be a violation by the upline Member; and Young Living may, without prejudice to other rights of Young Living, take disciplinary action against that upline Member pursuant to these Policies and Procedures. If such violations continue, Young Living reserves the right to terminate the upline Member's member account.

### *3.6 Corporations, Partnerships, Limited Liability Companies and Trusts*

A partnership, corporation, limited liability company, or trust may become a Member by submitting to Young Living a partnership agreement, trust agreement, certificate of incorporation, articles and memorandum of association and latest annual return of such limited liability company and other documents of such partnership, corporation, limited liability company or trust (whether filed with the Companies Registry in Hong Kong or not) indicating the names of all of the shareholders, directors, members, managers, partners, or trustees of the entity, as the case may be ("**affiliated parties**"). The entity must demonstrate that no part or participant within the entity has participation in another sales organization because no individual may participate in more than one sales organization in any form. A Member may change status under the same Sponsor from individual to partnership or corporation by submitting the appropriate documentation mentioned above.

Young Living reserves the right to approve or disapprove any Member's change of business names, formation of partnerships, and corporations, and trusts for tax, estate planning, and limited liability purposes. In addition, by submitting a copy of the certificate of incorporation or other substantiating documentation for the entity, it is certifying that no person with an interest in the new business entity has had an interest in another sales organization within 6 months of the submission of the certificate (unless it is the continuation of an existing sales organization that is changing its form of doing business).

### *3.7 Sale, Transfer or Assignment*

You may sell, transfer, or assign (collectively "Transfer") your entire downline organization by submitting a request to Young Living along with the Hong Kong Dollar equivalent of USD\$50.00 as a processing fee. Young Living will receive the request and then transfer them to the corporate office in the United States. For your request to be granted, the following criteria must be met:

- You and the receiving party must notify Young Living in writing of your intent to Transfer your sales organization. This request must be duly signed by you and the receiving party.
- Young Living must approve the receiving party before you may Transfer your sales organization.
- After you Transfer your sales organization, the transferring party must not retain any copies, digital or otherwise, of personal data belonging to his/her downline organization Members.
- The receiving party must be (or must become) a Member in good standing.

- If the receiving party has an existing downline, he/she must first Transfer that sales organization, or has already obtained approval by Young Living to Transfer that sales organization before accepting the new sales organization. Alternatively, the receiving party may choose to cancel his/her existing sales organization and allow that downline to roll-up to his/her Sponsor as provided in Section 3.9.
- No changes in your line of Sponsorship or your downline can result after you Transfer your sales organization.
- Before you Transfer your sales organization, all debt obligations that you and the receiving party may have with Young Living must be satisfied. The individual, to whom the sales organization is sold and/or transferred, will be expected to meet leadership qualification in order to be eligible for leadership commission payouts.
- Before you Transfer your sales organization, you and the receiving party must each be in compliance with all the terms of the Agreement.
- You shall not Transfer any sales organization with OGV 50,000 or higher unless it is approved by Young Living in writing.

Young Living reserves the right to approve or disapprove your request to Transfer your sales organization for any reason. You may not Transfer your sales organization to any person or entity without Young Living's prior written approval.

Young Living shall not waive any violation of the Agreement even though such violation may have occurred by a previous owner of your sales organization. As a new owner of a pre-existing sales organization, you shall be responsible for violations of the Agreement made by the previous owner in connection with your sales organization. Any action that may be taken on a sales organization with the previous owner under Section 13.3 will carry over to you.

### *3.7.1 Succession*

Upon your death or incapacitation, the rights to commissions, bonuses, and your sales organization, together with all your responsibilities as a Member, may pass to your legal heir(s) or legal representative(s) (collectively "**beneficiary**") if the terms of succession are met. Your beneficiary must present Young Living with proof of your death or incapacitation, along with appropriate legal documentation and a properly completed and signed Member Agreement. If the transfer is approved, the beneficiary will be eligible to collect all future commissions and bonuses of your sales organization provided that he/she meets all of the qualifications necessary for the Compensation Plan. Member accounts acquired under succession will not receive the same recognition benefits of original member account of the Member who built the original organization; however, the beneficiary may earn recognition benefits fulfilling the responsibilities and continuing to grow the said sales organization as a Member. If the beneficiary already has an existing sales organization, he/she will be subject to the terms in Section 3.3. Young Living reserves the right to approve or reject a succession transfer.

### *3.8 Separation of a Member Business*

You may, with others, operate a single sales organization as a husband-wife partnership, regular partnership, corporation, limited liability company or trust (the latter four entities are collectively referred to herein as "**business entities**" and each a "**business entity**"). If your marriage ends in divorce or your business entity dissolves, arrangements must immediately be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other business upline or downline of Sponsorship. If divorcing spouses or a dissolving business entity fail to provide for the best interests of other Members and Young Living, such actions will constitute a breach of the Agreement and Young Living may terminate the Agreement pursuant to these Policies and Procedures.

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

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

A request duly signed by the person being removed is required. A new Member Agreement is required from the person remaining on the member account.

- The parties may continue to operate the sales organization jointly on a “business-as-usual” basis, whereupon all compensation paid by Young Living will be paid in the joint names of the Members or in the name of the business entity to be divided as the parties may independently agree among themselves.
- The parties may operate the business pursuant to a court order involving such parties.
- If one of these requirements is not met, Young Living will maintain the status quo as to how commissions are paid.

Young Living will not divide your sales organization with a divorcing spouse or with affiliate parties of a dissolving business entity. Similarly, Young Living will not split your commission or bonus between you and a divorcing spouse or affiliate parties of a dissolving business entity. Young Living will recognize only one sales organization and will issue only one commission deposit per sales organization per commission cycle. Commission deposits will always be deposited to the same individual or business entity, unless all parties to a sales organization agree that commissions will be due and paid to another party or by order of a court having jurisdiction over Young Living. If you have completely relinquished all of your rights as a former spouse or a former affiliate party to a sales organization, you are free to enroll as a new Member under any Sponsor of your choice. However, in such case you will have no rights to any Members or Retail Customers from your former sales organization. In that instance, you must develop the new business in the same manner as would any other new Member.

### *3.9 Roll Up of Marketing Organization*

When a vacancy occurs in any sales organization of Young Living due to the cancellation or termination of the member account of a Member, each Member in the first level immediately below the terminated Member on the date of the cancellation will “roll up”, which means to move to the first level of the terminated Member’s Sponsor. For example, if A Sponsors B, and B Sponsors C1, C2, and C3, if B terminates her 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 to sell the sales organization that has been canceled or terminated for inappropriate behavior.

### *3.10 Taxes*

You acknowledge that you are a self-employed person and not employed as an employee of Young Living. In Hong Kong, as a self-employed person, you are chargeable to profits tax on the earnings generated through your sales organization. You acknowledge that you are required to:

- keep sufficient business records for at least 7 years;
- prepare accounts based on your according records;
- complete and submit a tax return to the Inland Revenue Department every year for reporting business profits or losses;
- notify the Inland Revenue Department in writing about your liability to profits tax after the end of the basis period for the year of assessment concerned, unless you have already received the tax return from the Inland Revenue Department;
- notify the Inland Revenue Department about the cessation of your business within 1 month of cessation;
- notify the Inland Revenue Department about your change of address within 1 month of the change; and
- pay the profits tax.

Young Living may be required by other countries to collect value added taxes, customs fees, or duties. You will be required to cover these additional fees.

If you have any questions concerning your tax obligations, you should consult your tax advisor.

Retail customers are not required to provide any tax information.

## *3.11 Restrictions/Unauthorized Practices*

### *3.11.1 Unauthorized Recruiting*

You may engage in other non-competing business ventures. However, you may not take advantage of your knowledge of, or association with, other Members, including your knowledge resulting from or relating to your upline and downline, which you agree are confidential information, in order to promote and expand such other business ventures. Such conduct constitutes an unwarranted and unreasonable interference with the business of other Members and Young Living and will entitle Young Living to terminate the Agreement.

### *3.11.2 Restrictive Covenants*

To qualify for compensation under the Compensation Plan, you have the ongoing responsibility to help, educate, train, motivate, and assist the Members in your sales organization. You also have the responsibility to promote Young Living's products and the Young Living income opportunity. Young Living and its Members have made a great investment in the establishment of organizations consisting of the Retail Customers and the Members, of which you will benefit. This constitutes one of Young Living's most valuable assets. Young Living reserves the right to cease paying compensation to any Member, including you, who recruits any Retail Customers or Members to participate in a Competing Business Venture.

To protect the efforts of all Members in building and maintaining their sales organizations and customer bases, and in order to protect Young Living's interest and investment in the overall customer base, you hereby undertake and covenant with Young Living that except with the consent in writing of Young Living, there shall be Non-Solicitation of Retail Customers and Members as follows :-

- (a) During the term of the Agreement, you shall not, and shall procure your Associate not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, carry on or be engaged in or be interested in a Competing Business Venture.
- (b) During the 6 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure your Associate not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, carry on or be engaged in or be interested in a Competing Business Venture.
- (c) During the term of the Agreement, you shall not, and shall procure your Associates not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, entice away any of the Members or Retail Customers within your sales organization for the purpose of procuring or engaging such Member or Retail Customer for other businesses which are in competition with the Business.
- (d) During the 6 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure your Associates not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, entice away any of the Members or Retail Customers within your sales organization for the purpose of procuring or engaging such Member or Retail Customer for other businesses which are in competition with the Business.
- (e) During the term of the Agreement, you shall not, and shall procure your Associates not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, entice away any officers, consultants, employees of the Young Living Group.
- (f) During the 6 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure your Associates not to, in Hong Kong, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, entice away any officers, consultants, employees of the Young Living Group whom you have dealt with while you were a Member.

- (g) During the term of the Agreement, you shall not, and shall procure your Associates not to, solicit, directly or indirectly, other Members that you did not personally enroll or Sponsor to sell, offer to sell, promote, or market other products, services, or business opportunities, investments, securities, or loans not offered or marketed by, or affiliated with, Young Living or take any action that would cause the termination or curtailment of the business relationship between such other Members as mentioned and Young Living. The term "solicit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, inducement of, or effort to influence in any other way, either directly, indirectly, or through a third party, another Member to enroll or participate in another multilevel marketing, network marketing, or direct sales company, network, business, or opportunity.
- (h) During the 6 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure your Associates not to, solicit, directly or indirectly, other Members that you did not personally enroll or Sponsor to sell, offer to sell, promote, or market other products, services, or business opportunities, investments, securities, or loans not offered or marketed by, or affiliated with, Young Living or take any action that would cause the termination or curtailment of the business relationship between such other Members as mentioned and Young Living. The term "solicit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, inducement of, or effort to influence in any other way, either directly, indirectly, or through a third party, another Member to enroll or participate in another multilevel marketing, network marketing, or direct sales company, network, business, or opportunity.
- (i) During the term of the Agreement and after the termination of the Agreement for whatever reasons, you shall not, and shall procure your Associates not to, either alone or in conjunction with or on behalf of any other person use any materials, trade or business name or distinctive mark or style or logo the same as or similar to those used by the Young Living Group or in the Business or anything intended or likely to be confused with those of the Young Living Group and/or the Business.
- (j) During term of the Agreement, you shall not, and shall procure all members of your immediate household not to, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, recruiting any Retail Customer or Member to participate in a Competing Business Venture, regardless of who initiates the contact.
- (k) During the 12 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure all members of your immediate household not to, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, or through a third party, directly or indirectly, recruiting, regardless of who initiates the contact, any Retail Customer or Member who satisfies all the conditions below, to participate in a Competing Business Venture:
- (i) who was in your sales organization or upline at any time during the term of his or her association with Young Living;
  - (ii) with whom you had contact during the term of your association with Young Living;
  - (iii) whose contact information (name, address, phone number or email address, etc.) you or any member of your immediate household obtained at any time during the term of your association with Young Living; or
  - (iv) whose contact information (name, address, phone number or email address, etc.) you or any member of your immediate household obtained at any time from another person who obtained the information because of any other person's association with Young Living.
- (l) During the term of the Agreement, you shall not, and shall procure all members of your immediate household not to:
- (i) produce any literature, tapes or promotional material of any nature (including but not limited to websites and emails) which is used by you or any third person to recruit any Retail Customers or Member to participate in a Competing Business Venture;
  - (ii) offer any product or service which is not that of Young Living or that of any Competing Business Venture in conjunction with the offering of Young Living's products, services or income;

- (m) During the 12 months period from the date of termination of the Agreement for whatever reasons, you shall not, and shall procure all members of your immediate household not to:
- (i) produce any literature, tapes or promotional material of any nature (including but not limited to websites and emails) which is used by you or any third person to recruit any Retail Customers or Member to participate in a Competing Business Venture;
  - (ii) offer any product or service which is not that of Young Living or that of any Competing Business Venture in conjunction with the offering of Young Living's products, services or income;

The prohibitions under Sections 3.11.2 (j) and (k) above include but are not limited to presenting or assisting in the presentation of any Competing Business Venture to any Retail Customer or Member, and implicitly or explicitly encouraging any Retail Customer or Member to join any Competing Business Venture that would detract from their relationship with Young Living (as determined by Young Living in its sole discretion). It is a violation of these Policies and Procedures to recruit any Retail Customer or Member to participate in a Competing Business Venture even if you do not know that the prospect is a Retail Customer or Member. It is your responsibility to first determine whether the prospect is a Retail Customer or Member before recruiting the prospect to participate in a Competing Business Venture. As used herein the term "recruit" or "recruiting" means: 1) to enroll, enlist, or solicit an individual or entity to join a business, program or organization, or attempt to do so; 2) to promote, influence or encourage an individual or entity to join a business, program or organization, or attempt to do so; or 3) to present, or participate or assist in the presentation of, a business, program, organization or its products to an individual or entity. Such recruitment constitutes a violation of Sections 3.11.2 (j) or (k) whether or not the individual or entity ultimately leaves their relationship with Young Living. To constitute recruiting, such efforts or attempts may be performed either directly through personal contact (including, but not limited to electronic and social media means) or indirectly through a third party.

Each and every obligation under the above provisions of this Section 3.11.2 shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall be deleted from this Section 3.11.2 and any such deletion shall not affect the enforceability of all such parts of this Section 3.11.2 as remain not so deleted.

You agree that Young Living has a protectable interest in its goodwill, customer-base, member network, confidential information, and trade secret information. You further acknowledge that any breach of your obligations under this Section 3.11.2 will cause immediate and irreparable harm to Young Living for which monetary damages and other legal remedies could not adequately compensate. You further acknowledge that the restrictions set forth in this Section 3.11.2 are reasonable and necessary to protect, maintain and preserve the legitimate business interests of Young Living and other Members, and restrict your conduct only to the extent necessary to protect, maintain, and preserve such interests. You further warrant that you understand the legal and other consequences of entering into the covenants and agreements contained in this Section 3.11.2 and that the enforcement of its provisions will cause no undue hardship to you. You agree that such restrictions will not prevent you from working or otherwise earning a living. Without limiting the generality of the foregoing, while the restrictions contained in this Section 3.11.2 are considered by you to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Business or the Young Living Group or the interest of the Members but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

Any violation of any provision of this Section 3.11.2 constitutes your voluntary cancellation of the Agreement, effective as of the date of the violation, and:

- (i) The forfeiture by you of all commissions or bonuses payable to you for and after the calendar month in which the violation occurred.
- (ii) If Young Living pays any bonuses or commissions to you after the date of the violation, all bonuses and commissions for and after the calendar month in which the violation occurred shall be refunded to Young Living.

- (iii) Young Living may seek and obtain both injunctive relief and damages for violations of this Section 3.11.2.
- (iv) In addition to being entitled to a refund of bonuses and commissions and to damages as described above, in the event you violate this Section 3.11.2, Young Living and any Member that experiences an adverse financial impact as a result of your violation of this Section 3.11.2 shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits which you directly or indirectly receive and/or may receive as a result of, growing out of, or in connection with any violation of this Section. Such remedy shall be in addition to and not in limitation of any damages, or injunctive relief or other rights or remedies to which Young Living is or may be entitled at law or in equity.
- (v) You recognize that the restrictions herein are reasonable and necessary to protect the legitimate business interests of Young Living and other Members, and that such restrictions will not prevent you from working or otherwise earning a living.

Any violation of this Section 3.11.2 is especially detrimental to the growth and sales of other Members' Young Living businesses and to Young Living's business. Consequently, if you have knowledge that any other Member has violated this Section 3.11.2 must immediately report that information to Young Living's Conduct Success Team at [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com). The failure of a Member to report such information to Young Living will also constitute a violation of these Policies and Procedures. The names of those reporting violations of this Section 3.11.2 will be held in confidence.

### *3.11.3 Non-competition*

If, during the term of the Agreement, you engage in a non-Young Living direct selling program (the "**Non-Young Living Program**"), you will ensure that you operate your sales organization separately and apart from such Non-Young Living Program. To that end, except with the consent in writing of Young Living, you understand that you are prohibited from:

- displaying promotional materials, sales aids, products or services ("Promotional Materials") of Young Living with or at the same location as the Promotional Materials of such Non-Young Living Program (related to another direct selling program or its product), or in any manner or format that enables a viewer to contemporaneously view Young Living's Promotional Materials and Non-Young Living Program's Promotional Materials. For example, you may not present Young Living's Promotional Materials and Non-Young Living Program's Promotional Materials on or in the same website, blog, tweet, post, text, brochure or printed marketing material, signage, or electronic or other communication;
- offering Young Living's programs, opportunities, products or services to the prospective or existing Retail Customers or Members in conjunction with any Non-Young Living Program's programs, opportunities, products or services; and
- offering any Non-Young Living Program's products, opportunities, products or services at any Young Living-related meeting, seminar, convention, webinar, teleconference, or other event.

Notwithstanding the foregoing, during the term of the Agreement and for a period of 6 months after the cancellation, expiration or termination of the Agreement for whatever reasons, you shall not, and shall procure your Associates not to, directly or indirectly serve in any capacity as a member, representative, consultant, employee, agent, officer, director, shareholder, partner, seller, distributor, or owner of or with doTERRA International, LLC or any parent or affiliate of this company. This restriction applies to any geographic market which you (or your sales organization) serviced or within which you (or your sales organization) physically worked during the term of this Agreement.

Reaching the rank of Diamond and above is very prestigious and requires a significant time commitment to Young Living. Additionally, Members who have achieved the rank of Diamond and above are privy to additional Young Living confidential and trade secret information. To achieve rank of Diamond and above and participate in the Diamond Leadership Bonuses it is important for a Member to be an example in all facets of his/her Young Living business and be dedicated to Young Living. Accordingly, notwithstanding the foregoing, once you have achieved the rank of Diamond or above, during the term of the Agreement and for a period of six (6) months after the cancellation,



expiration, or termination of the Agreement for any reason, you will not directly or indirectly serve in any capacity as a member, representative, consultant, employee, agent, officer, director, shareholder, 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 which you (or your sales organization) serviced or within which you (or your sales organization) physically worked during the term of the Agreement. Any Member who has achieved the rank of Diamond or above and is violating these provisions as of 2nd July 2018 will be given a grace period until 1st December 2018 to comply with these provisions. Diamond ranking Members may, however, purchase products from other multi-level marketing, party planning, or other direct sales company companies solely for their personal use.

Each and every obligation under the above provisions of this Section 3.11.3 shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall be deleted from this Section 3.11.3 and any such deletion shall not affect the enforceability of all such parts of this Section 3.11.3 as remain not so deleted.

You agree that Young Living has a protectable interest in its goodwill, customer-base, member network, confidential information, and trade secret information. You further acknowledge that any breach of your obligations under this Section 3.11.3 will cause immediate and irreparable harm to Young Living for which monetary damages and other legal remedies could not adequately compensate. You further acknowledge that the restrictions set forth in this Section 3.11.3 are reasonable and necessary to protect, maintain and preserve the legitimate business interests of Young Living and other Member, and restrict your conduct only to the extent necessary to protect, maintain, and preserve such interests. You further warrant that you understand the legal and other consequences of entering into the covenants and agreements contained in this Section 3.11.3 and that the enforcement of its provisions will cause no undue hardship to you. You agree that such restrictions will not prevent you from working or otherwise earning a living. Without limiting the generality of the foregoing, while the restrictions contained in this Section 3.11.3 are considered by you to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Business or the Young Living Group or the interest of the Members but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

### *3.11.4 Targeting Other Direct Sellers*

Young Living does not condone Members specifically or consciously targeting the sales force of another direct sales company to sell Young Living's products or to become Members. Nor does Young Living condone the solicitation or enticement of Members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should you engage in such activity, you bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against you alleging that you have engaged in inappropriate recruiting activity of its sales force or customers, Young Living will not pay any of your defense costs or legal fees, nor will Young Living indemnify you for any judgment, award, or settlement.

### *3.11.5 Cross-Line Recruiting*

Actual or attempted cross-line recruiting is strictly prohibited. "Cross-line recruiting" is defined as (i) the enrollment, indirect or otherwise, of an individual or entity that is already a Member or who has entered into the Agreement within the preceding 6 calendar months, within a different line of Sponsorship or with a different Sponsor,(ii) training current Members from different lines of Sponsorship on how to change Sponsors in a non-permitted way in order to facilitate their move to your sales organization; or (iii) aiding, encouraging, or facilitating the actions outlined in (i) or (ii) of this definition. The use of a spouse's or relative's name, trade names, DBAs (Doing Business As), assumed names, corporations, trusts, Hong Kong identity card/passport numbers, or fictitious Hong Kong identity card/passport numbers to circumvent this Section is strictly prohibited.

You may not demean, discredit, or defame another Member especially in an attempt to entice another Member to

become part of your sales organization. Young Living reserves the right to terminate your sales organization for failure to comply with this Section.

### *3.11.6 Bonus Buying and Stacking*

Bonus buying and stacking are material breaches of these Policies and Procedures and are strictly and absolutely prohibited, and Young Living shall have the right to terminate your membership for committing any of such breaches.

“Bonus buying” includes (a) the enrollment of Members without their knowledge of or execution of the Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Member or Retail Customer; (c) the enrollment or attempted enrollment of non-existent individual or entity as a Member or Retail Customer (phantom); or (d) without written authorization, the use of a credit card by or on behalf of a Member or Retail Customer when the Member is not the account holder of such credit card.

The term “stacking” means (a) the failure to transmit to Young Living, or the holding of a Member Agreement in excess of two (2) Business days after its execution; (b) the manipulation of Member Agreements for the purpose of maximizing compensation pursuant to the Compensation Plan; (c) providing financial assistance to Members, buying products or drop shipping through another Member’s member account for the purpose of increasing the payout of your sales organization.

Notwithstanding the above provisions of this Section 3.11.6, Members may offer up to only HK\$200 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 Members. No other discount, promotion, or monetary incentive can be associated with new enrollees and reactivated Members.

### *3.12 International*

Compliance with foreign laws regarding intellectual property, customs, taxation, literature content, and other direct selling guidelines is critical to successful international expansion of Young Living into new markets. Consequently, you are authorized to market and sell Young Living’s products and services and to recruit and Sponsor other Members only in countries in which Young Living is authorized to conduct business, as listed in official Young Living’s literature. Unauthorized pre-market opening activity may jeopardize Young Living’s ability to enter a new market and may result in lose opportunity for many other Members. Because of the severe possible consequences, those who engage in unauthorized pre-market opening activity will be subject to disciplinary measures, possibly leading to termination. You are prohibited from registering product, trade names, trademarks, patents, web domains, or IP addresses in any country for or on behalf of Young Living.

You 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.

If you want to Sponsor Members in a country officially recognized as open, you must do all of the following:

- be in good standing in the country of residence;
- read and understand the Young Living’s policies and procedures in place for that country;
- agree to follow all of Young Living’s policies and procedures for that country;
- agree to follow all applicable laws of that country; and
- agree to any tax withholdings that may be required for that country (if applicable).

Members may Sponsor and/or enroll Members globally. However, Members may only market and sell products in countries that are legally registered with the government for business activity. Only products that have been registered for sell in that country may be promoted and sold. Members may not import product into any country

that is not legally importable or saleable. You agree to follow all laws in any country in which you Sponsor Members, 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 sales organization in a foreign country.

### *3.12.1 Not For Sale (NFR) Products & Location Where Services are Performed*

In some countries, Members may purchase Young Living's products on a not-for-resale (NFR) basis as retail customers. If you purchase NFR products, you may not resell them.

If you are not a resident of the United States, then you agree that all services you perform in connection with your Young Living business are performed outside the United States. If you perform services within the United States in connection with your Young Living business, you agree to and will contact Young Living at [USbusinessstrips@youngliving.com](mailto:USbusinessstrips@youngliving.com) within 30 days of performing such services to report the time you spent in the United States on business activities in connection with your Young Living business.

### *3.12.2 Anti-Bribery*

You and your agents, employees or consultants must not pay or give, or offer or promise to pay or give, any money or anything of value to any government official or employee, political party, or candidate for political office (collectively referred to as "**Government Recipient**") or to any person, while knowing or having reason to know that all or a portion of such money or thing of value will be paid or given to, or offered or promised to, directly or indirectly, any Government Recipient for purposes of obtaining an unfair advantage or influencing any act or decision of a Government Recipient or inducing a Government Recipient to use his, her, or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; and you will cause your employees, officers, agents, and sub-consultants to do likewise.

### *3.13 Repackaging and Relabeling*

You may not re-label, alter the labels of, repackage, or refill any Young Living's products. Young Living's products must be sold in their original containers only. Young Living strongly recommends that you do not use Young Living's products as ingredients in or components of any product for resale. If a Member uses Young Living's products as an ingredient of any product for sale, the Member is strictly prohibited from using Young Living's trademarks or logos in conjunction with selling such product. Such relabeling or repackaging could result in severe criminal penalties. Violations of this Section may, without prejudice to other rights of Young Living, subject a Member to disciplinary actions as outlined in Section 13.3. Additionally, you agree to indemnify Young Living against any harm resulting from the use of Young Living's products as an ingredient and the repackaging or relabeling of any of its products.

### *3.14 Confidentiality*

As a Member, you may be supplied with confidential information that is of a confidential or proprietary nature such as genealogical and organization reports, customer lists, customer information developed by Young Living or developed for and on behalf of Young Living by Members (including, but not limited to, profiles of Retail Customers and Members, and personally identifiable information including personal data and product purchase information), lists of Member, manufacturer and supplier information, business reports, commission or sales reports, marketing strategies and plans, product formulae, product information, promotional information, and other financial and business information ("**Confidential Information**").

All Confidential Information (whether in written, oral, or electronic form) is transmitted to you in strictest confidence on a need-to-know basis for use solely in your sales organization for Young Living's business purposes only. You shall keep all Confidential Information confidential, adopt reasonable security practices to safeguard the confidentiality of the information, and must not disclose any such information to a third party directly or indirectly. You must not use or disclose the information to compete with Young Living or for any purpose other than for promoting Young Living's program and its products and services. Without limiting the generality of the foregoing, you may use and disclose the Confidential Information only in strict accordance with the conditions and restrictions that Young Living may impose

from time to time at its sole discretion (for example, with respect to promotional information supplied to you as a high ranking Member in advance of the applicable promotions, you may not share such information with anyone else including your sales organization until Young Living makes such promotional materials generally available to all Members).

You and your sales organization agree to indemnify Young Living against damages incurred from any and all unauthorized disclosures made or caused by you.

Upon cancellation, expiration or termination of the Agreement for any reason, you must discontinue the use of such Confidential Information and destroy or promptly return to Young Living any Confidential Information in your possession. Without limiting your obligations as set forth in this Section 3.14, Young Living may further require a signed non-disclosure agreement before releasing any business information to you, and may require you to certify that you have returned or destroyed all Confidential Information upon termination of your membership by way of a statutory declaration made pursuant to the Oaths and Declarations Ordinance (Chapter 11 of the laws of Hong Kong).

To the extent that any of the Confidential Information contains data relating to an identifiable individual ("**personal data**"), you acknowledge that you are required to comply with Section 3.16 and the relevant provisions under the PDPO in connection with, inter alia, the collection, processing, use and retention of the personal data.

Your confidentiality obligations under this Section 3.14 is irrevocable and survive the cancellation, expiration or termination of the Agreement for any reason, and are subject to legal enforcement by injunction, damages, and all other available remedies. You further agree that in the event Young Living prevails in any legal action in enforcing its right under this Section 3.14, Young Living shall be entitled to all costs and reasonable legal fees incurred in enforcing its rights under this Section 3.14.

### *3.15 Reporting Violations of Policies and Procedures*

You should report any violations of these Policies and Procedures by any Member to Young Living by email at [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com).

### *3.16 Personal Data*

You acknowledge that Young Living will, in accordance with the requirements in the PDPO and the Privacy Policy Statement, collect, use, transfer and retain (i) your personal data provided to Young Living upon your applying to become a Member and thereafter from time to time under the Agreement; and (ii) any other personal data (including your personal data and other third parties' personal data) that you may develop as a result of your activities as a Member. In relation to the personal data of other third parties provided by you to Young Living, you warrant that those third parties have consented to the transfer of their personal data to Young Living and the collection, use, transfer or retention of their personal data by Young Living for the purposes set out in the Privacy Policy Statement.

You also acknowledge that Young Living is entitled to disclose your personal data to the Associates of Young Living and/or to applicable government agencies or regulatory bodies and/or required by the applicable law.

Without limiting the generality of the foregoing, you consent to (i) the use of your personal data for processing your application as a Member, orders, deliveries of orders, for providing administrative support to you (e.g. operation, administration or development of your membership services or sponsorship), for processing (subject to the fulfillment of specified sales requirements) payment to you of bonuses, commissions and other benefits under the Compensation Plan and for maintaining the running of the same, organizing seminars, trainings or other marketing or development programs or events of Young Living, producing Young Living's publications or marketing materials, providing you with services or products or activities of such nature, and all other purposes related or incidental to the above; (ii) the disclosure of your personal data to your Enroller and/or Sponsor (including those assigned to you under the Young

Living Placement Program as your Sponsor(s) and/or Enroller(s)) and all the upline Members of such Sponsor(s) or Enroller(s) for the purpose of inter alia providing ongoing supervision, training and sales, communicate with you to ensure that you are not making improper product or business claims or engage in any illegal or inappropriate conduct that violates the Agreement; (iii) the disclosure of your personal data to your downline for inter alia training and support purposes; and (iv) the use of your personal data for direct marketing as defined in the PDPO ("Direct Marketing"), including without limitation the marketing of Young Living's products or services, and the making of promotions or special offers thereof and the transfer of your personal data to another person for use by that person in Direct Marketing. You shall continue to provide consent for such purpose as may be requested by Young Living from time to time.

You agree and undertake to Young Living that it shall have the right to use, transfer and retain the personal data collected from you as aforesaid for the purposes as set out in the Agreement or any directly related purpose.

Young Living reserves the right to amend the Privacy Policy Statement from time to time and shall notify you of the posting of the revised version of the Privacy Policy Statement on its website, and such amendment shall take effect after 30 days from such posting (the "Effective Date"). You shall check the Privacy Policy Statement upon being notified of such amendment to ensure that you are aware of the latest version. Please note that once amendment is made to the Privacy Policy Statement and the effect of which is to use and/or transfer your personal data collected by us for any "new purpose" as defined under data protection principle 3 of the PDPO, you shall be taken to have given your consent to use and/or transfer your personal data for such "new use" voluntarily unless, on or before the Effective Date, you notify Young Living to the contrary in writing by sending to its Member Education Officer an email at [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com) or a letter to its business address from time to time.

Without limiting any right of Young Living under the Agreement, Young Living is entitled to and may terminate the Agreement if (a) you do not give your consent for the "new purpose" as aforesaid; or (b) you fail to give your consent for the use and/or transfer of any of your personal data; or (c) to the extent you are entitled to withhold or withdraw your consent for the use and/or transfer of any of your personal data, you withhold or withdraw such consent..

### *3.17 Authorization to Take and Use your Photo or Video*

By becoming a Member, you consent to having your image captured in photographs or video (which collectively shall be referred to as the "**Image Material**") at various Young Living-sponsored events by Young Living's staff or agents, and Young Living shall be considered the author of the Image Material for all purposes and, at all stages of completion, the sole and exclusive author and owner throughout the universe in perpetuity, of all right, title and interest in and to the Image Material and each and every part thereof, including all copyrights therein, all renewals and extensions of such copyrights, all similar rights, and all the rights, and all other ownership, performance, fixation, and exploitation rights of any kinds, nature or description in, to and with respect to the Image Material that may be secured under the laws now or hereafter in effect in Hong Kong or in any other jurisdictions (all such rights collectively, the "**Rights**"). The Rights shall include, without limitation, the right to authorize, prohibit and/or control the production, reproduction, fixation, adaptation, distribution, rental, lending, performance, broadcast, communication to the public, incorporation into other works, and other exploitation of the Image Material in any and all media and by any and all means now known or hereafter devised, the right to be identified as the author of the Image Material, and the right to make such changes therein and such uses and dispositions thereof as Young Living or its licensees may deem necessary or desirable in their sole discretion to have the Image Material used by Young Living as it may see fit. If and to the extent that under any applicable law Young Living is not deemed to be the author of the Image Material and the sole and exclusive owner of the Image Material and all right, title and interest therein, then to the fullest extent allowable and for the full term of protection otherwise accorded you under such applicable law, you hereby irrevocably assign, grant and transfer to Young Living throughout the universe in perpetuity all of the Rights and, in connection therewith, all right, title and interest of you in, to and with respect to any works now or hereafter created containing the Image Material. If and to the extent that under any applicable law the foregoing assignment and transfer of ownership is not deemed valid, then to the fullest extent allowable and for the full term of protection otherwise accorded you under such applicable law, you hereby irrevocably grant to Young Living an unrestricted, exclusive, royalty-free license to use the Image Material throughout the universe in

perpetuity, with such license including all of the Rights. If and to the extent not transferred or conveyed to Young Living as aforesaid, then to the fullest extent allowable under any applicable law, you hereby irrevocably waive any and all moral rights of authors, author's rights, personal rights, or similar rights (collectively referred to as the "**Special Rights**") which you may now or later have in the Image Material and any other works now or hereafter created containing the Image Material. To the extent, if any, that such waiver is invalid or unenforceable, you covenant not to sue or otherwise enforce any of the Special Rights against Young Living or any of its Associates anywhere in the world. Without limiting the generality of the foregoing, you hereby acknowledge and agree that Young Living and/or its Associates shall have the unlimited and exclusive rights to do the following: to change, edit, add to, take form, adapt, reformat or reprocess the Image Material in any manner, in any medium, and for any reason; and to publish, reproduce, broadcast, distribute, or otherwise communicate the Image Material to the public, in whole or in part, with or without mention of your name.

You will not be compensated for any usage of the Image Material as aforesaid. If you have a religious or moral objection to having your picture taken or appearing in a video, it is your responsibility to notify Young Living's staff or agents at the event where photographs and video are being taken. The provisions of this Section will survive the termination of the Agreement.

### *3.18 Rank Recognition*

The Compensation Plan pays compensation based on different ranks and the criteria set forth in that plan. Each month you may qualify for payment according to the rank in which you qualify. Members are recognized in various ways and at various times as they achieve certain ranks.

For your information only, but you shall review the Compensation Plan as updated and which is binding upon you, in order to be recognized at and enjoy the perks of a new and higher rank that is Silver or above, you must qualify for that rank or above) for three consecutive months. You will be recognized as being at that new, higher rank beginning in the fourth month. In order to maintain recognition at a rank of Silver or above, after initially qualifying for that rank, you must re-qualify for that rank (or above) again within six months of the last month in which you qualified for that rank. If you fail to re-qualify for a rank for six consecutive months, then you will be recognized at the highest rank you qualified for during that six months period on the seventh month and be required to re-qualify for three consecutive months before you can be recognized at the higher rank again. As from 1st August 2018, all Members will be recognized at the highest rank they have achieved as of July 2018 and will be deemed to have initially qualified for that rank, meaning they will not be required to achieve that rank for three consecutive months to be recognized at that rank. To continue to be recognized at that rank, however, they must maintain that rank, as outlined in this Section.

To the extent any of the above is inconsistent with the terms of the prevailing Compensation Plan, the latter shall prevail.

### *3.19 Non-Exclusivity*

As a Member you will not be granted an exclusive territory nor required to pay franchise fees. Young Living reserves that right to offer its products and services through any sales channel, including through other companies (e.g. a direct sales company in China).

# 4: SPONSOR'S RESPONSIBILITIES

## 4.1 Sponsoring

A Member including you have the right to Sponsor other Members. Each prospective Member has the ultimate right to choose his/her own Sponsor. If two Members claim to be the Sponsor of the same new Member or Retail Customer, the new Member or Retail Customer has the right to choose between the two within the first 20 days. After that time, Young Living will regard the first application received by Young Living as binding.

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

## 4.2 Sponsoring Online

When Sponsoring a new Member through the online enrollment process, you may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online Member Agreement, these Policies and Procedures and the Compensation Plan. You may not fill out the online application and the Member Agreement for the new application.

## 4.3 Member and Sponsor Responsibilities

As a Sponsor, you are expected to train, supervise, and communicate with your downline through letters, newsletters, meetings, telephone contacts, voice mail, email, trainings, and by accompanying enrollees to Young Living's training meetings. If you feel you are not getting the necessary level of support from your Sponsor, you are encouraged to consult with your next upline leader or approach Member Services by email at [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com). As a Sponsor, you also agree to make your contact information (telephone number/email address) available to your downline for training and support purposes.

You should monitor the Members in your downline to ensure that they do not make improper product or business claims or engage in any illegal or inappropriate conduct that violates the Agreement.

As you progress through the various levels of leadership, you will become more experienced in sales techniques, product knowledge, and understanding of the Young Living's program. In that event, you may be called upon to share this knowledge with lesser experienced Members within your downline.

Regardless of your level of achievement, you have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing your existing customers. To qualify for full and complete leadership bonuses, all ranked Members are required to communicate with everyone in their downline at least every three (3) months through email or social media.

## 4.4 Non-Disparagement

In setting the proper example for your downline, you must not disparage, slander, or defame other Members, Young Living's products, the Compensation Plan, Young Living's employees or Young Living's founders. Such disparagement constitutes a material breach of these Policies and Procedures and may result in termination of your sales organization.

## 4.5 Privacy

You must take appropriate steps to safeguard and protect all private information provided to you by Members in the operation of your sales organization in accordance with the Privacy Policy Statement.

# 5: ADVERTISING

## *5.1 Use of Young Living's Materials*

To prevent inadvertent errors or illegal claims, you should strive to use the current Young Living's 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.

All Young Living's materials - whether printed, on video or DVD, produced by sound recording, or any other electronic format—are copyrighted. You may reproduce these materials for use in developing your own advertising materials that you use in connection with the development of your business as a Member and that of your downline. You may not, however, use these materials in connection with any business activity out of the scope of your membership.

There is no recording permitted during any Young Living's convention or meeting. Any Member found recording the Young Living's convention or any other Young Living's meeting will be removed and subject to disciplinary action, and the recording will be confiscated. Additionally, production or distribution of a Member's notes from any Young Living's event is prohibited.

## *5.2 Member-Developed Advertising Materials and Products*

If you choose to produce or use advertising materials that were not developed by the Young Living Group, you must clearly identify that the material is from an "Independent Member" or "Independent Distributor" and not the Young Living Group.

Any use of advertising material not produced by the Young Living Group must be compliant with all applicable laws and these Policies and Procedures—particularly Sections 5.3. Such material must be produced in a professional and tasteful manner. Material must not be used that reflects poorly upon the Young Living Group. Violation may, without prejudice to other rights of Young Living, subject a Member to disciplinary actions as outlined in Section 13.3.

## *5.3 Advertising Claims and Representation*

### *5.3.1 Product Claims*

You are prohibited from making inaccurate and impermissible claims about any of Young Living's products. In particular, you must not make any claim that Young Living's products are intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease. You must also avoid making any statements and claims that are false or misleading concerning Young Living's products. You must comply with all laws regarding any statements made including without limitation the Trade Description Ordinance (Chapter 362 of the laws of Hong Kong).

You must also not diagnose any disease or disease condition, or prescribe any Young Living's product unless you are a licensed medical professional authorized to do so. Anyone improperly diagnosing or prescribing Young Living's products may jeopardize the future of Young Living and all of its Members and will entitle Young Living to terminate your sales organization.

### *5.3.2 Income Claims*

You are prohibited from making income projections to prospective Members that may create false or misleading expectations. In their enthusiasm, some Members are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counterproductive since new Members may be disappointed if their results do not meet their expectations. The earning potential of a Member is enough to be attractive in reality without resorting to artificial and unrealistic projections.



Young Living has prepared an Income Disclosure Statement (“IDS”) designed to convey truthful, timely and comprehensive information about the income that its Members have earned. A copy of the IDS is available online at [YoungLiving.com/IDS](http://YoungLiving.com/IDS). Any time that you present or discuss the Compensation Plan or make any type of income or earning representation about the Compensation Plan, you must provide any prospective Members with a copy of the IDS. Income and earning representation include:-

- Claims of actual, average or projected earnings under the Compensation Plan
- Income testimonials
- Hypothetical examples of earnings under the Compensation Plan

Young Living’s primary mission is not about creating luxury and riches, but helping people achieve wellness, purpose, and an abundant life. As such, you should not claim (expressly or impliedly, with words or images) that operating the Young Living business will lead to a luxurious lifestyle (large homes, luxury cars, exotic vacations, or the like) or to riches. Nor should you disclose your commission to promote the Young Living business opportunity.

In any non-public meeting (e.g. a home meeting, one-on-one regardless of venue) with a prospective Member(s) in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Member with a copy of the IDS. You must also display at least one 3-foot x 5-foot poster board in front of the room in reasonably close proximity to the presenter(s) and/or continuously display a slide of the IDS throughout the duration of the Compensation Plan discussion or while making an income claim in any meeting in which any type of video display is utilized (e.g. monitor, television, projector etc.).

### *5.3.3 Compensation Plan Claims*

When presenting or discussing the Compensation Plan, you must make it clear to prospective Members that financial success with Young Living requires commitment, effort, and sales skill. Conversely, you must never represent that individuals can be successful without diligently applying themselves. Examples of misrepresentations in this area 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 downline will build through spillover.
- Just join and I will build your downline for you.
- The company does all the work for you.
- You don’t have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospective Member to believe that he or she can be successful as a Member without commitment of time and work effort.

### *5.3.4 Governmental Approval or Endorsement*

You may not represent or imply that Young Living or the Compensation Plan have been approved, endorsed or otherwise sanctioned by any government authority.

### *5.3.5 Indemnification for Unlawful Advertising Statements*

You are fully responsible for all verbal and written statements you make regarding Young Living’s products, services and the Compensation Plan that are not expressly contained in official Young Living’s materials. You agree to indemnify Young Living and Young Living’s directors, officers, members, 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 your actions in the promotion and operation of your sales organization. This provision will survive the termination of the Agreement.

## 5.4 Testimonials and Meetings

At Member-sponsored meetings, Members should not arrange for a disease-cure, disease-prevention, or disease-treatment testimonial, as described in Section 5.3. Nor should any disease-cure, disease-prevention, or disease-treatment testimonial be given at any such meeting. If there is an impromptu disease-cure, disease-prevention, or disease-treatment testimonial from someone, the leading Member should redirect the discussion by saying, something to the effect of, "Young Living's supplements are designed to improve nutrition; they are not intended to diagnose, treat, cure, or prevent any disease. However, scientific research has established a connection between nutrition and many disease conditions."

Third-party scientific literature that is compliant with the laws of Hong Kong may be distributed at a meeting in Hong Kong but must be placed separate and apart from promotional material.

## 5.5 Trademarks and Copyrights

The name of Young Living, Young Living Essential Oils, YL, YLEO, or any other names that may be adopted by Young Living or its Associates or used by those entities as trade names, product brand names, trademarks, logos, slogans, hashtags, , and the web address or URL (or any names that are confusingly similar) are herein referred to as "**Young Living Trademarks**" and are owned by Young Living Group.

During the term of your membership, and only during that term, you are authorized to (i) copy and use the photographs made readily accessible on Young Living's Flickr® page (or other future-used 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 (ii) use, except as prohibited herein, Young Living Trademarks (excluding Young Living's company logos) solely in connection with the development of online and printed materials for use in building and managing your sales organization. You may not, however, use these copyrighted materials or the Young Living Trademarks in connection with any activity outside of the scope of your membership without Young Living's written authorization nor may you 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 you sell to others (including other Members)), directly or indirectly. Upon termination or cancellation of your membership, this license will automatically terminate, and you must immediately cease all use of Young Living Trademarks, text, photographs, and video.

You are prohibited from applying for, owning, or registering any Young Living Trademark, in whole or in part, or any confusingly similar mark as a trademark in any jurisdiction in the world. In the event you do so or have done so, you hereby agree to assign, at no cost, the trademark registration or application to Young Living within ten days of Young Living's written request.

You are prohibited from using any Young Living Trademark (or confusingly similar marks) in connection with any 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

You may not use, register, or own any internet domain name either in Hong Kong or abroad that includes any Young Living Trademarks, or any derivative thereof. Nor may you incorporate or attempt to incorporate any of the Young Living Trademarks, or any derivative thereof into any email address. In accordance with this Section, all existing Member-owned domain names that violate this provision will be expected to be brought into conformance within three months 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 license agreement with Young Living, which will also carry a license fee. Such license agreements may be offered, withdrawn, or modified by Young Living at its own discretion at any time, and those Members with non-conforming 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 three month time period noted above.

## 5.7 Internet Policy

Many Members may use the internet to further their businesses using websites, blogs, social media etc. (collectively "**Member Sites**"). Member Sites used to promote Young Living, Young Living's products, or Young Living's events must display a current Young Living Independent Member logo (as described in Section 5.2) in a prominent location. Member Sites must further include the Member's member number.

Member Sites may include current product descriptions, photographs, videos, and other media made available to Members by Young Living (e.g. through the official Young Living's website, the Virtual Office or the Young Living Flickr® account). These sites may not (a) use Young Living's trade address; (b) make any improper product, income, or Compensation Plan claims, as outlined in Section 5.3; (c) promote the products or business of any other company; (d) contain false or misleading information; or (e) collect, store, process, or transmit Member's or customer's confidential information. Members are responsible to ensure that all users of their Member Sites comply with these requirements.

Member Sites may, at Young Living's sole discretion, be monitored by Young Living. Failure to monitor Member Sites for any period of time does not waive Young Living's rights to enforce the provisions of this Section.

When using social media, Members may not use as their username, member account name, or other identifier (collectively "**Username**"), any of trade names of the Young Living Group or company names or any other name that may be confused with any member of the Young Living Group or suggest the sponsorship by the Young Living Group. Usernames may, however, include the name "Young Living" only if they also include "Independent Member" or a similar identifier that effectively distinguishes it from a Young Living's corporate account.

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

As a general rule, Members shall not sell or display Young Living's products on any internet classified ad site (such as but not limited to Craigslist, etc.), marketplace (such as but not limited to Facebook® marketplace, Walmart® marketplace, etc.), auction site, shopping site, order fulfillment store (such as but not limited to eBay®, Amazon®, OrderDogTM.com, Overstock®, etc.), members exclusive redemption site (such as but not limited to The ClubTM, Asia Miles, credit card reward program) or sites of similar nature. Further, Members shall not (1) enlist or knowingly allow a third party to sell Young Living's products on any internet classified ad site, auction site, shopping site, order fulfillment store, members exclusive redemption site or sites of similar nature; or (2) sell Young Living's products to a third party that the Member has reason to believe will sell any of such products on any internet classified ad site, auction site, shopping site, order fulfillment store, members exclusive redemption site or sites of similar nature. Young Living reserves the right to grant specific permission at Young Living's sole discretion to allow exceptions to this Section provided that the Member has registered the online seller name and member number with Young Living. Members may continue to sell Young Living's products on their individual URL's and independent Members' retail sites provided that they register their URL with Young Living and prominently display the "Independent Member" logo and their member number on the URL.

Young Living reserves the right to strictly prohibit, monitor, charge a fee, and take all enforcement efforts necessary, including, but not limited to, termination of an online seller's member account if the Member is in violation of any laws, regulations, and these Policies and Procedures. Young Living shall be entitled to all and reasonable legal fees and related costs incurred in enforcing its rights in any action in which it is found that you violated the terms of this Section.

## 5.9 Telephone and Email Solicitation

You may not use Young Living's name or copyrighted materials with automatic calling devices or "boiler room" operations to solicit potential Members. In addition, any email messages distributed to solicit for your business must conform to the PDPO.

You may not engage in telemarketing to promote Young Living's products or the Young Living's opportunity or to solicit potential Members. For the purposes of this Section, telemarketing refers to placing of one or more outbound telephone calls to an individual without that individual's express prior permission or invitation to call. If you violate this Section, you agree that you will indemnify Young Living and Young Living's directors, officers, members, 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 your telemarketing activities.

### *5.10 Young Living Personal Websites*

Young Living offers a personalized website to assist in your marketing efforts. You should contact Member Services at 852-2897-5600 for more details or log in to your Young Living Virtual Office (YoungLiving.org) for more information. You should be advised that by using a Young Living website, your contact information will become available to the public so that they may contact you with questions. Young Living will not be held responsible for any unintended or adverse consequences of this service.

### *5.11 Commercial Outlets*

Subject to the provisions of Section 5.11, you may display Young Living's products in commercial outlets that, in Young Living's sole discretion, are not large enough to be considered regional or national chains.

### *5.12 Recommended Advertised Price*

You may establish the price at which you resell Young Living's products,

Without limiting your right as aforesaid, to the extent permitted under the Competition Ordinance, it is recommended that you DO NOT advertise Young Living's products at a price less than a premium of 10% of the current Hong Kong wholesale price which are kept current on the official Young Living's website in any advertisement or promotional material that appears outside of a retail premises, including, but not limited to, internet, newspaper, magazines, catalogues, billboards, and direct mail. For the avoidance of doubt, not following the above recommendation shall not have any consequence under the Agreement.

Young Living will decide in its sole and unilateral discretion whether it is acceptable to use media advertising to directly or indirectly advertise Young Living's products. Certain advertisements can threaten healthy competition of essential oils and wellness products, can reduce sales of Young Living's products, and can cheapen the image that Young Living has worked hard to develop.

### *5.13 Trade Shows and Expositions*

Subject to the requirements in the Agreement, you may display and sell Young Living's products at trade shows and expositions. All literature displayed at the event must be official Young Living's literature and must clearly identify yourself as an independent Member.

### *5.14 Media Inquiries*

Do not attempt to respond to media inquiries regarding Young Living, its products or services, or your sales organization. All inquiries by any type of media must be immediately referred to Young Living. This will ensure that accurate and consistent information reaches the general public.

# 6: SALES REQUIREMENTS

## 6.1 *Product Sales and Sales Receipts*

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

- You agree not to stock excessive inventory and to abide by the 70% rule, which is that 70% of your inventory intended for sale has been sold prior to ordering more. A minimum of 70% of orders from you and your personally enrolled Retail Customers must be sold before you purchase additional products. The sales volume of your personally enrolled Retail Customers will be included with the sales determining compliance with the 70% requirement. You may not purchase additional product until at least 70% of the previous order has been sold to end consumers. By ordering products from Young Living, you certify that you have sold or used at least 70% of all prior orders.
- You are required to furnish your customers with 2 copies of an official Young Living's sales receipt, which specifies the date of sale, the amount of sale, and the items purchased. If you sell product inventory to other Members, you must provide the purchaser with a sales receipt. Member should maintain copies of all sales receipts for a period of two years and furnish them to Young Living upon request. Young Living will maintain records documenting the purchases of Member's customers and direct purchase customers.

## 6.2 *Non-Members*

You may personally sell Young Living's products to non-Members. Online sales however are governed by Section 5.8.

## 6.3 *Customers and Sales Requirements*

Non-Member's and Retailed Customer's orders satisfy customer sales requirements.

## 6.4 *Excessive Purchases of Inventory and Front-End Loading Prohibited*

Members shall not encourage their downline or any other Member to make unnecessary product purchases that could result in a large stagnant inventory. This 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, not merely purchased and warehoused. Members and leaders must consume their products or sell their products to people who will consume them. If any Member is found to be buying to meet qualifications within the Compensation Plan with no provable business building, Young Living reserves the right to put his/her member account on hold until it can fully investigate the qualification buying.

# 7: COMMISSIONS AND BONUSES

## 7.1 *Commissions and Bonus Checks*

To qualify for commission compensation under the Compensation Plan, you must have purchased product within last 12 months and be in compliance with the Agreement with no holds on your member account. Commissions will be paid out in accordance with the Compensation Plan, the current version of which is available through the website of [www.youngliving.com](http://www.youngliving.com). As long as you comply with the terms of the Agreement, Young Living will collect commissions on your behalf and pay such commissions to you on approximately the 20th of each month for the prior month's

sales by depositing such commissions to the bank account in Hong Kong specified by you as a Member. Commission amounts for a single month under HK\$200 will not be deposited to the such bank account but will be retained on account from month to month until the HK\$200 threshold is reached. Prior to the HK\$200 threshold being reached, the commission amount will be kept as a credit on account and will be available for product purchases. Contact Young Living for more information.

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

## *7.2 Recap Statements*

You may access detailed commission reports at [www.youngliving.com](http://www.youngliving.com). If you do not have internet access, you may request that the report be faxed or mailed to you for a fee prescribed by Young Living from time to time at its sole discretion.

## *7.3 Adjustments*

You agree that adjustments will be made to your commissions for any processing fees, unpaid balances, or debts owed for other services. When a product is returned to Young Living for a refund or is repurchased by Young Living, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from any future commission, including that of the upline. Any other debt may also be offset against future commission.

## *7.4 Deductions/Maintenance Fees*

A monthly maintenance fee is assessed each month and is used to cover accounting, processing, account maintenance, and other costs. The fee may or may not be tax deductible, so consult your personal tax advisor for details. A current maintenance fee schedule is posted on the Virtual Office

## *7.5 Errors or Questions*

You should review your commission and bonus recap statements and report any errors or discrepancies to Young Living within 45 days from the date of the direct deposit of the commission. Errors or discrepancies which are not brought to Young Living's attention within the said 45 days will be deemed waived.

# **8: ORDERING**

## *8.1 Ordering Methods*

All Members may place orders by telephone, mail, website, or through the Essential Rewards Autoship Program.

### *8.1.1 Phone*

When ordering, modifying member account information or accessing your member account by phone, you shall 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, Wednesday and Friday from 11a.m. to 7p.m. Tuesday and Thursday from 12:00 noon to 7:00p.m., Hong Kong Time. Payments can be made by credit card only.

## 8.1.2 Mail

When ordering by mail, you shall send completed Young Living Order Form with payment to:

Young Living Hong Kong Limited  
Attn: Order Entry  
20th Floor, SoundWill Plaza II-Midtown,  
1 Tang Lung Street, Hong Kong

Payments can be made by credit card only. PLEASE DO NOT SEND CASH.

## 8.1.3 Young Living's Website

Young Living's 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 security code (four-digit PIN) at [https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK). You must keep your PIN secure and only order on your own member account.

## 8.2 Essential Rewards Autoship Program

The Essential Rewards Autoship Program enables you to have Young Living's products automatically shipped to you every month. Through this program you can earn free products, qualify for Members-only specials, and potentially qualify for compensation under the Compensation Plan. You may learn and sign up for the Essential Rewards Autoship Program in the Virtual Office or by contacting Young Living

It is advised that the autoship order be set up to be processed between the 1st and 22nd of each month. No autoship order will be processed after the 24th of the month. The earlier the order, the easier it is to solve any disputes with the payment and/or out-of-stock products. Young Living shall not be held responsible for orders that are not processed due to Member's payment obligation. Through the PV Assist service, if certain products are out-of-stock, you may authorize Young Living to send an alternate product

## 8.3 General Ordering Policies

Any order placed by you with Young Living through any of the ordering methods under Section 8.1 shall be irrevocable and cannot be withdrawn upon receipt by Young Living and Young Living reserves the right to accept or reject your order at its sole discretion.

Without limiting the right of Young Living to reject your order as aforesaid, the following policies shall apply:-

- On mail orders with invalid or incorrect payment types, or anything else that may prevent Young Living from processing the order, Young Living will attempt to contact you by phone or email to correct the order. Young Living will make two attempts to correct the order. If these attempts are unsuccessful after five Business days, the order will be cancelled.
- For orders to be counted in a given month, they must be received and accepted on or before the last day of the month. Changes made to pending orders that have not yet shipped will keep the original date the order was entered. This may affect commission qualification.
- If an item ordered is out of stock or discontinued, Young Living will attempt to contact you by email so that you may select an alternative item, if qualifications are negatively affected. It is your responsibility to verify that the products in your order are available when shipped
- No COD orders will be accepted.
- Payment plans are not allowed when purchasing product. The balance may be paid with different credit cards, but must be paid in full before the order will be shipped.

### *8.3.1 Back Orders*

Young Living may offer back orders. Back ordered products will be shipped with your next order after the product becomes available. Shipping is charged on all back orders.

### *8.3.2 Month-End Order Processing Cutoff*

The month-end order processing cutoff is the last calendar day of the month at 7:00 p.m. Hong Kong Time. Mailed orders must be received by the last day of the month. All mailed-in orders must be post marked by the last day of the month and received within the next 3 Business days of the following month. If not received within the following 3 Business days, the orders will be credited to the following month. 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 3 Business day's exception.

### *8.3.3 Order Anomalies*

If you have problems with your orders that cause you to be disqualified for commission payments please contact the Resolutions Department via mail at Young Living Essential Oils, LC, Attn: Resolutions, 3125 West Executive Parkway, Lehi, UT 84043; or via email at [resolutions@YoungLiving.com](mailto:resolutions@YoungLiving.com); or via facsimile at 1-801- 418-8800.

## 9: SHIPPING

### *9.1 Shipping Methods and Charges*

Orders are generally shipped within 2 to 5 Business days depending on districts. For the outlying islands the shipping process will take additional time. A packing slip is included in each shipment. It contains the order number, member number and name, product code, product name, price, and the amount and method of payment. Members should keep these packing slips for personal accounting records. Package tracking is available through most major carriers.

### *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.

The Return Merchandise Authorization ("RMA") number is required for the processing of all shipping discrepancies or damage claims. If the RMA number is not included, Young Living will not process shipping discrepancies, issue credits, or replace damaged products. The RMA number is included in each order when packaged for shipment.

To correct any problem you may have encountered with your shipments, please contact Young Living. Young Living will discuss the steps to rectify the situation and issue a RMA number.

## 10: PAYMENT

### *10.1 Credit Card*

Young Living only accepts payments by credit cards (VISA and MasterCard). Using someone else's credit card without his/her written permission is illegal and will entitle Young Living to terminate your sales organization as well as commencing legal action against you.



## *10.2 Commission and Bonus Release Form*

You may choose to retain your commissions and bonuses (all or in part) in the form of a credit on your member account. This credit would be used against future product purchases, in accordance with Section 7. A Commission and Bonus Release form as prescribed by Young Living from time to time must be received and approved by Young Living before your commission can be issued as a credit on account.

# II: PRODUCT RETURNS

## *11.1 Return 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 upline Members who received compensation on such purchases.

### *11.1.1 Return Guidelines*

If you are dissatisfied with any Young Living's 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 (less shipping charges).
- Any opened product within 30 days after shipment for a credit on your member account of the purchase price (less shipping charges).
- Any opened or unopened product up to 90 days after shipment for credit of the purchase price (less shipping charges and a 10% handling fee). The credit applied for opened product will be based on the percentage of the product returned. For example, if you return 50% of a product, then a credit of 50% (less shipping charges and a 10% handling fee) will be applied to your member account.

If you (as a Member) sell products to nonmembers, you are required to provide the same return policy to the nonmember as outlined in this Section 11.1.1. You are also responsible for returning the product to Young Living within 10 days of receiving the return from the nonmember. Young Living will not provide refunds on or accept returns directly from nonmembers. Excessive returns may be deemed an abuse of Young Living's return policy and may result in suspension of your return privileges and/or sales organization. Damaged or incorrect shipments of products will not be subject to fees.

### *11.1.2 Returns of Inventory by Members*

If you choose to terminate the Agreement, you may return any product inventory or sales aids purchased in the preceding 12 months for a refund if you are unable to sell or use the merchandise. You 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. You 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 your member 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. You acknowledge that you will be unable to return products more than 90 days from the date of termination.

### *11.1.3 Product Kits and Collections*

All Young Living's products kits and product collections must be sold as a whole unit. Members are prohibited from selling individual items from product kits and product collections separately and promoting such activity within the Member's sales organization.

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

### *11.1.4 Return of Promotional Product(s)*

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

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

## *11.2 Procedures for Returns*

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

- The Retail Customer or Member who purchased it directly from Young Living must return all products.
- All product(s) must be returned in its original container.
- The return must have a Return Merchandise Authorization number that may be obtained by contacting Young Living. The Return Merchandise Authorization number must be written on the outside of each package, or the shipment will be returned to sender.
- All returns must be shipped pre-paid to Young Living. Young Living shall not accept COD packages.
- If returned product is not received by Young Living's distribution center, it is the responsibility of the Member 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: MEMBER ACCOUNT MANAGEMENT**

### *12.1 Changes to a Member Account*

You must immediately notify Young Living of all changes to the information contained on your Member Agreement. You may update your existing information by submitting a written request indicating the changes be email to [resolutions@youngliving.com](mailto:resolutions@youngliving.com) or by making such changes in the Virtual Office. 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 member account changes or relay such requests.

#### *12.1.1 Sponsor Changes*

To protect the integrity of all marketing organizations and to safeguard the hard work of all Members, Young Living strongly discourages changes in Sponsorship. Young Living recognizes, however, that there may exist extenuating circumstances that necessitate a change in Sponsorship. Therefore, a request for Sponsorship change will be considered only under the following circumstances:

- Only one (1) free Sponsor/Enroller change request can be made within the first thirty (30) calendar days of enrollment with the approval of the Member OR current Enroller. Sponsor/Enroller change requests may be made directly over the phone if within the first five (5) calendar days of registration. After 5 calendar days, but within thirty (30) calendar days, the request must be submitted in writing via mail, email, fax, or other method or form required by Young Living. Requests submitted via email should be sent to [resolutions@YoungLiving.com](mailto:resolutions@YoungLiving.com). The email and/or form must come directly from the new Member or the new Member's Enroller, and must be sent from the email address on file with Young Living. Requests cannot be submitted by another Member, even in the form of a forwarded email.
- Sponsor changes must be made prior to the last calendar day of each month to be recognized in that month. If the Sponsor change is submitted after the last calendar day of the month but within the thirty (30) calendar days of enrollment, the Sponsor change will not be recognized until the following month. Young Living shall not be responsible for a delay in Sponsor change due to the timeliness of the submission of a Sponsor change request as outlined herein and within the said thirty (30) calendar days. If within the said thirty (30) calendar days both the Enroller and the downline Member submit a request for a Sponsor/Enroller change, the downline Member's request will always take precedence.
- Only newly enrolled Members and reactivating Members are authorized to request any Sponsor change for their individual accounts within thirty (30) calendar days of the enrollment or reactivation. Such changes cannot be made at the request of upline or family members.
- Under exceptional extenuating conditions, a Member may request a Sponsor change after the thirty (30) calendar days of enrollment by completing a Three Active Upline Approved Sponsor Change Request Form and submitting a nonrefundable USD\$35 processing fee to Young Living via mail at Young Living Hong Kong Limited, Attn: 20/F Soundwill Plaza II Midtown, 1 Tang Lung Street, Causeway Bay, Hong Kong; or via email at [resolutions@YoungLiving.com](mailto:resolutions@YoungLiving.com). "Three Active Upline" is defined as the first three (3) Members in the Member's upline that have generated 100 PV actively for six (6) consecutive months. The nonrefundable USD\$35 processing fee must be paid either by cheque or credit card and will not be refunded upon a denial of a Sponsor change request. Young Living will not consider a Sponsor change until it receives all documentation with the required signatures.
- If one of the upline Members does not respond within a period of sixty (60) calendar days, the Member may request to be moved under the Sponsor of his/her choice. The Member must demonstrate that he/she has made a good faith effort to contact all three upline Sponsors. The good faith effort will require the Member to provide sufficient evidence to prove he/she has tried for a period of sixty (60) calendar days to contact the upline Member via email, certified mail, etc., and the upline Member has ignored or has been nonresponsive to the request. The evidence must be submitted to the Conduct Success Team at [conduct@youngliving.com](mailto:conduct@youngliving.com). If the Member cannot provide evidence of a good faith effort, Young Living may deny the request at its sole discretion. If a Sponsor change is successful through the Three Active Upline, the Member's original sales organization downline will roll up to the next upline and remain in the original genealogy. If there is a dispute concerning a signature of one or more of the Three Active Upline approval, Young Living will investigate the approvals, and Young Living may reject the Sponsor change request and restore the Member to the original Sponsor. No Enroller changes will be allowed after thirty (30) calendar days of the initial Member enrollment. Young Living reserves the right to approve and/or deny all Sponsor change requests in its sole discretion.
- If a member is unable to get approval from his/her Three Active Upline, the Member may choose to go six months without placing an order to effect a change to a new Sponsor. At the end of six months the Member may request a Sponsor change by emailing [resolutions@youngliving.com](mailto:resolutions@youngliving.com) and paying a USD\$35 fee. The new Sponsor cannot become the Enroller. When a Member moves from the original downline to a new downline, the Enroller status/bonus becomes null and void.
- A Member may request a Sponsor change if the Member's Sponsor has not provided support to the Member for over a period of two (2) years and the Member has filed a grievance with Young Living that includes the following: (1) the Sponsor/upline Member does not contact the Member over a period of two (2) years; (2) the Sponsor/upline Member does not respond to requests for assistance; (3) the Sponsor/upline Member does not offer support, mentoring, business building information, etc. The Member must submit the grievance to [hk.conduct@](mailto:hk.conduct@)

YoungLiving.com. Young Living will conduct a full investigation into the grievance and if the grievance appears substantiated, Young Living may allow the Sponsor change. The Member requesting the Sponsor change must pay the nonrefundable USD\$35 processing fee.

- If the Member has not placed an order or generated at least 50 cumulative PV for twelve (12) consecutive months, the member account of such Member will be dropped for inactivity around the middle of the following month after twelve (12) months of inactivity. The existing downline will roll up to the next upline and remain in the original genealogy. Upon reactivation of a member account terminated for inactivity, the Member may sign up under a new Sponsor and Enroller.

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

If a Member enrolled in Young Living or ordered products in the previous month and his or her Sponsor or Enroller changes during the first five Business days of the month, that change may affect the previous month's rank, qualification, and payout.

### *12.1.2 Waiver of Claims*

If you have changed Sponsors but did not follow the appropriate procedures, as outlined in Section 12.1.1 and you have developed a downline organization in a sales organization under a new Sponsor, Young Living reserves the sole and exclusive right to determine the final placement of your new downline organization.

You waive any and all claims against Young Living, its officers, directors, owners, employees, and agents that relate to or arise from Young Living's decision regarding the disposition of any downline organization that develops below a sales organization that has improperly changed lines of Sponsorship.

### *12.1.3 Sponsor Placement Program*

When a new Member enrolls without a designated Sponsor or Enroller, he/she is deemed an orphan. The Young Living Placement Program generally assigns to an orphan a Sponsor and an Enroller who resides in or near the same geographical area of the orphan and/or who speaks the same language as the orphan. Eligible Sponsors and Enrollers generally include Executive, Silver, and Gold ranking Members who actively support their downlines, have growing sales results, have grown their sales organizations in the month in which a new orphan becomes available, are active in participating in Young Living's events and programs (e.g., Essential Rewards Autoship Program), and who actively work to support the mission of Young Living.

The Young Living Placement Program is directed by Young Living's executive management team, which reserves the right to assign any orphan as it sees fit in its sole discretion.

The new Sponsor should be enrolled in the Essential Rewards Autoship Program and conscientiously engaged in the Young Living business.

The new Member has 30 calendar days to change from the assigned new Sponsor to another Sponsor of his or her choice, as outlined in Section 12.1.1.

## *12.2 Downline Genealogy Reports*

Downline Genealogy Reports (the "Reports") are optional and may be ordered at any time. Members with a Young Living-sponsored personal website may receive two free emailed Reports per month, upon request with all additional email Reports costing HK\$40 each. Members who do not have a Young Living-sponsored personal website will pay HK\$40 for each email Report requested. Members who wish to have the Report faxed or mailed will pay HK\$40

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 12.2.

The Reports constitute Confidential Information as set forth in and subject to Section 3.14. Without limiting your obligations under Section 3.14, you may not use the Reports for any purpose other than for developing and supporting your sales organization. Specifically, during and after the expiration or termination of the Agreement for any reason, you may not:

- Disclose any information contained in the Reports to any third party;
- Use the Reports to compete with Young Living in violation of Section 3.11.3;
- Use the Reports to solicit any Member or Retail Customer listed on the Reports or to engage in any conduct prohibited by Section 3.11.2; and
- Disclose to any person, partnership, association, corporation, or other entity any information contained in any Report.

At the expiration or termination of the Agreement for any reason, or upon demand by Young Living, you will return the original and all copies of Reports (including electronic files) to Young Living or destroy all copies in hard-copy, electronic, or other format of any Report in your possession. This Section 12.2 will survive the expiration or termination of the Agreement for any reason.

### *12.3 The D. Gary Young Foundation: Young Living Outreach*

By enrolling as a Member, you are automatically enrolled as a non-voting member of The D. Gary Young Foundation: Young Living Outreach. The privileges associated with this class of membership include the invitation to participate (at the Member's own expense where applicable) in certain member-participation charitable activities, the right to receive periodic reports of the charitable activities and accomplishments of the foundation, and the invitation to contribute to the foundation for the advancement of its charitable purposes.

## **13: DISPUTE RESOLUTION AND DISCIPLINARY ACTION**

### *13.1 Disputes with Other Members*

If you have a grievance or complaint with another Member regarding any practice or conduct in relationship to your sales organization, you should first discuss the problem with the other Member. If this does not resolve the problem, report the problem to your upline leader who is a Silver (as defined in the Compensation Plan) or above to resolve the issue. If the matter cannot be resolved, it may be reported to Young Living in writing via mail, fax, or email at [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com). The complaint should identify specific instances of alleged improper conduct and, to the extent possible, identify the relevant dates on which the event(s) complained of took place, the location(s) where they occurred, and all persons who have first-hand knowledge of the improper conduct.

Upon receipt of a written complaint, Young Living will investigate the matter, review the applicable policies, and render a decision on how the dispute will be resolved. Young Living may impose disciplinary sanctions as provided in Section 13.3.

### *13.2 Disputes with Young Living*

#### *13.2.1 Mediation*

Subject to Section 13.2.3 below, prior to instituting any legal proceedings to resolve any dispute, difference or claim arising out of or in connection with the Agreement, you and Young Living (collectively referred to as the "**parties concerned**") will meet in good faith and attempt to resolve such dispute, difference or claim through non-binding mediation. One individual who is mutually acceptable to the parties concerned will be appointed as

mediator provided that if the parties concerned cannot agree on the mediator to be appointed after one has been nominated by any of the parties concerned for more than 30 days, any one of the parties concerned may request the Hong Kong International Arbitration Centre to appoint the mediator. The parties concerned shall comply with all reasonable requests made by the mediator for conducting the mediation including without limitation the signing of the mediation agreement with the mediator containing terms not inconsistent with this Section 13.2.1 so that the mediation will occur within 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 concerned. Each of the parties concerned will pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each of the parties concerned will pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation will be held in Hong Kong and will last for no more than two Business days.

### *13.2.2 Governing Law*

Subject to 13.2.3 below, the Agreement shall be governed by and construed in accordance with the laws of Hong Kong and you and Young Living hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

### *13.2.3 Governing Law for Compensation Plan*

The Compensation Plan shall be governed by the laws of state of Utah, the United States of America, and any dispute, difference or claim arising out of or in connection with the Compensation Plan shall be resolved in accordance with its terms

### *13.3 Disciplinary Actions*

At Young Living's sole discretion, violation by you of any of the terms and conditions of the Agreement may, without prejudice to other rights of Young Living, result in a hold on your member account, which will result in an inability to place orders and earn or receive commissions. These violations include but are not limited to any illegal, fraudulent, deceptive, unprofessional, or unethical business conduct; breach of any terms of the Agreement (including without limitation your breach of confidentiality obligations); non-payment of your account with Young Living or declination of credit card authorization.

In relation to any investigation made by Young Living under Section 13.1 or violation of any of the terms and conditions of the Agreement as aforesaid, Young Living may, at its sole discretion, impose no sanction or any sanction against you or any Member including but not limited to the following:

- Written warning clarifying the meaning and application of a specific obligation under these Policies and Procedures and advising that a continued breach will result in further sanctions;
- Probation, which may include requiring you to take remedial action and will include follow-up monitoring by Young Living to ensure compliance with the Agreement;
- Withdrawal or denial of an award, an incentive or recognition, or restricting participation in Young Living-sponsored events for a specified period of time or until you satisfy certain specified conditions;
- Suspension of certain privileges of sales organization including, but not limited to, placing a product order, participating in Young Living's programs and/or promotions, participating in high ranking Member phone calls, progressing in the Compensation Plan, or participating as a Member for a specified period of time or until you satisfy certain specified conditions;
- Suspension and/or termination of access to the Virtual Office;
- Withholding part or all of the commissions or bonuses for a specified period of time or until you satisfy certain specified conditions;
- Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by Young Living and as permitted by law;

- Termination of the Agreement and your status as a Member;
- Reassign all or part of the Member's sales organization; and/or
- Any other measure expressly allowed within any provision of the Agreement or which Young Living deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by your breach of the Agreement.

During any period that Young Living is investigating any conduct that violates the Agreement, Young Living may withhold all or part of your bonuses and commissions. If your sales organization is involuntarily terminated in accordance with Section 14.3 below, you will not be entitled to recover any commissions or bonuses withheld during the investigation period. In situations deemed appropriate by Young Living, Young Living may institute legal proceedings for monetary and/or equitable relief.

During the period that Young Living is investigating any conduct that violates the Agreement, Young Living may withhold all or part of your bonuses and commissions. If your sales organization is involuntarily terminated in accordance with Section 14.3 below, you will not be entitled to recover any commissions or bonuses withheld during the investigation period. In situations deemed appropriate by Young Living, Young Living may institute legal proceedings for monetary and/or equitable relief.

### *13.4 Review of Disciplinary Action*

In the instance that you are subject to a sanction or disciplinary action (other than a suspension pending an investigation), you may request Young Living to review the sanction. Your request for a review must be in writing and received by Young Living within 15 days on which the sanction is imposed. If the request for review is not received within the 15-days' period, the sanction will be final. The request for review should be submitted with all supporting documentation. Young Living will review and reconsider the sanction or other disciplinary action, consider other appropriate action, and notify you in writing of its decision.

## **14: INACTIVITY, REACTIVATION, AND CANCELLATION**

### *14.1 Inactivity*

If you do not meet the PV requirement in any particular month, you will not receive commissions or bonuses for the sales generated through the downline organization. If you do not purchase a minimum of 50 accumulative PV for a period of 12 consecutive months, your member account will be deemed inactive, and your existing downline will roll up to your first active upline Member.

### *14.2 Reactivation*

If you are a Member and your sales organization is deemed inactive, you may reactivate your member account by contacting Young Living and purchasing 100PV in product or by purchasing a Starter Kit or other enrollment kit.

When reactivating, you will be placed under your prior Sponsor, unless you request a new Sponsor. If your prior Sponsor is inactive, you will be placed under the next active upline Member. You will have no claim to downline that was lost when you were dropped for inactivity.

### *14.3 Involuntary Cancellation or Termination*

If your member account is involuntarily cancelled or terminated, you will immediately lose all rights to your downline and to any commissions or bonuses generated thereby, including those commissions or bonuses generated during the periods of activity investigated. In this case, you will receive compensation for the last full calendar month in which you were in full compliance with these Policies and Procedures prior to investigation and/or termination of your sales organization.

Young Living may, in its sole discretion, terminate, upon notice, a Member's membership who (i) breaches any provision of the Agreement; (ii) engages in any conduct that may bring disrepute in any way to Young Living (or any of its officers, agents or employees), the nutritional supplement and personal care products industry or the direct sales industry; or (iii) violates government laws, regulations, ordinances, or any Young Living's guideline. Young Living may also, upon notice, terminate a Member's membership who, through his or her capacity as a Member, files any legal action or proceedings or induces or facilitates any government agency to file any action against Young Living, which Young Living considers, within its sole discretion, to be without legal foundation or basis in fact.

Young Living may also terminate a sales organization at any time and for any reason upon giving you 30 days' written notice.

If your sales organization is terminated, you will be notified by mail, the email on record, or other delivery method, calculated to reach you at the address on file.

If your sales organization is terminated, you may reapply to become a Member within 12 calendar months from the date of termination. To reapply, you must submit a letter to Young Living setting forth the reasons why you believe you should be allowed to operate a sales organization. It is within Young Living's sole discretion whether or not to permit your request.

## *14.4 Voluntary Cancellation*

You may cancel the Agreement at any time and for any reason. Written notice must be provided to Young Living and must include your signature, printed name, member number, address, PIN, and telephone number.

If you voluntarily cancel the Agreement, you may become a Retail Customer or Member within 6 months of cancellation in the same position as your original member account under your original Sponsor. Additionally, you may reapply to become a Member under a new Sponsor after six months from the cancellation date.

## *14.5 Effects of Cancellation or Termination*

Upon cancellation or termination of the Agreement:-

- You release all your rights and benefits as a Member including the downline and all future commissions and bonuses resulting from the downline sales production.
- Young Living may at its sole discretion retain your sales organization, sell it, roll it up to the next active upline Member or dissolve and remove it from the Sponsor's downline.
- You must immediately cease representing yourself as a Member and immediately return and delete all intellectual property of the Young Living Group, including the Reports and other lists of downline and contact information.

# 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, labor 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 violates the Agreement shall not be deemed a waiver of any of Young Living's rights or acquiescence in the conduct. Young Living retains sole discretion to take or not to take any and all actions it deems appropriate in light of any conduct that violates the Agreement by any Member. Failure to enforce any provision of the Agreement against you or any other Member does not waive Young Living's right to enforce that or other provisions. Only in rare circumstances will any of your obligations under the Agreement be waived, and an authorized agent of Young Living will convey such waivers in writing. The waiver will apply only to that specific case.

## *15.4 Titles Not Substantive*

You hereby confirm and acknowledge that the Agreement is prepared from the perspective of Young Living and you shall seek independent legal advice in relation to the Agreement before executing and/or entering into the same. You hereby also confirm and acknowledge that you fully understand the purpose, nature and effect of the Agreement.

## *15.5 Independent Legal Advice*

You hereby confirm and acknowledge that the Agreement is prepared from the perspective of Young Living and you shall seek independent legal advice in relation to the Agreement before executing and/or entering into the same. You hereby also confirm and acknowledge that you fully understand the purpose, nature and effect of the Agreement.

## *15.6 Third Party Rights*

Save for the following third parties (each being a "Designated Third Party") which shall have the benefit of and may enforce the Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance, neither you nor Young Living intend any term of the Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance:-

- (a) the successors or assigns of Young Living;
- (b) any person that may become the successors or assigns of you as a Member pursuant to the terms of the Agreement;
- (c) any member of the Young Living Group to the extent as provided under these Policies and Procedures;
- (d) any other Members to the extent as provided under these Policies and Procedures.

Notwithstanding section 6(1) of the Contracts (Rights of Third Parties) Ordinance, save that the Agreement may be varied or (where such right of rescission exists) rescinded by the successors or assigns of Young Living, the Agreement may be varied from time to time or (where such right of rescission exists) rescinded without the consent of any Designated Third Party or any other person who is not a party to the Agreement. This provision shall prevail over section 6(1) of the Contracts (Rights of Third Parties) Ordinance.

Save as mentioned above, no other third party shall have any right or benefit under the Agreement.

## *15.7 Notice*

Young Living may serve notice or make demand under the Agreement orally unless expressly required to be in writing. Any written notice or demand, whether as required or elected to do so at the sole discretion of Young Living, may be delivered or sent by Young Living to a Member (including you) by hand delivery, by ordinary post to the address or by email to the email address of such Member as provided to Young Living from time to time. You acknowledge that your address and email address shall be used for the purposes as aforesaid.

Each notice or demand given, made or served under the Agreement by Young Living shall be deemed to have been received by the Member (i) when delivered, if delivered by hand; (ii) within 2 Business Days after the date of posting, if sent by ordinary post; and (iii) on dispatch, if sent by email.



# YOUNG LIVING HONG KONG 政策及程序

本文件於2018年7月2日發佈。任何於2018年7月2日或之後加入成為會員的人士，自該日期起均須受本政策及程序約束。現有會員自2018年8月1日起須受本政策及程序約束。為免生疑問，在2018年8月1日之前，於2018年7月2日前發佈及有效的Young Living政策及程序將繼續適用於現有會員。

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# 1.1 簡介

## 1.1 歡迎

歡迎加入Young Living Hong Kong Limited(「Young Living」)! 我們非常高興閣下選擇成為Young Living的會員。

## 1.2 定義

在本政策及程序中，除非文意另有定義，否則以下字詞將具有以下涵義：-

「**附屬方**」具有第3.6節給予之涵義；

「**該協議**」具有第1.5節給予之涵義；

「**相聯方**」具有如下涵義：-

(a) 就個人而言指：

(i) 其配偶及該個人或其配偶之子女或繼子女（「**家族權益**」）；

(ii) 以該個人或其任何家族權益為受益人的任何信託的受託人或以該個人或其任何家族權益為酌情對象的酌情信託的受託人；及

(iii) 該個人及/ 或其家族權益直接或間接共同持有得以在周年大會上行使或控制行使30%以上之表決權，或控制董事會大部分組成的任何公司，以及為其附屬公司或控股公司的任何其他公司，或任何該等控股公司的附屬公司；

(b) 就公司而言，指為其附屬公司或控股公司的任何其他公司，或任何該等控股公司的附屬公司，或其及/ 或該其他一家或多家公司共同持有得以在周年大會上行使或控制行使30%以上之表決權，或控制董事會大部分組成的任何公司；

「**受益人**」具有第3.7.1節給予之涵義；

「**業務**」指Young Living的業務，即透過獨立會員進行精油產品的網絡行銷；

「**營業日**」指香港銀行開門提供正常銀行業務的日子（星期六、日除外）；

「**業務實體**」具有第3.8節給予之涵義；

「**COD**」指貨到付款；

「**《公司條例》**」指《公司條例》（香港法例第622章）；

「**報酬計劃**」（英文為“Compensation Plan”）指由Young Living Essential Oils, LC根據美國猶他州法律組織及管理之全球報酬計劃，包括為其而設之條款及定義，而根據該計劃、會員及Young Living集團之其他會員在達成特定銷售要求之情況下，將符合資格獲得獎金、佣金及訂單優惠；

「**競爭企業**」指提供與Young Living所提供相類似的業務機會，或提供與Young Living所提供相類似或替代其產品或服務的任何企業；

「**《競爭條例》**」指《競爭條例》（香港法例第619章）；

「**機密資料**」具有第3.14節給予之涵義；

「**《合約(第三者權利)條例》**」指《合約(第三者權利)條例》（香港法例第623章）；

「**指定第三方**」具有第15.6節給予之涵義；

「**直接行銷**」具有第3.16節給予之涵義；

「**鑽石級**」及「**鑽石級領導力獎金**」具有報酬計劃中給予之涵義；

「**生效日期**」具有第3.16節給予之涵義；

「**介紹人**」指就新會員而言，為該名新會員登記加入Young Living的會員，為免生疑問，每名個人每12個月僅能被登記一次；

「**實體**」具有第3.4節給予之涵義；

「**精油**」指在該協議有效期間種植、收割、處理、推廣、識別為Young Living的未來產品、由Young Living用作市場推廣或銷售的從任何藥草或植物提取或蒸餾而成之任何份量的產品或衍生物；

「**基本獎勵計劃**」（英文為“Essential Rewards Autoship Program”）具有第8.2節給予之涵義，而「**自動送貨訂單**」指在基本獎勵計劃下作出的訂單；

「**行政、銀級及黃金級會員**」具有報酬計劃中給予之涵義；

「**生產力及鑽石級領導力獎金**」具有報酬計劃中給予之涵義；

「**政府收受方**」具有第3.12.2節給予之涵義；

「**港元**」指不時之香港的法定貨幣；

「**控股公司**」指《公司條例》第13條所授予之涵義；

「**香港**」指中華人民共和國香港特別行政區；

「**影像材料**」具有第3.17節給予之涵義；

「**直系親屬**」指 (i) 就個人會員而言，與該個人居住於同一居所的配偶及其他人士；(ii) 就實體會員而言，該實體的任何股東、擁有人、董事、高級人員、成員、受託人、責任方等以及與任何該等股東、擁有人、董事、高級人員、成員、受託人、責任方等結婚或居住於同一居所的任何人士。

「**IDS**」具有第5.3.2節給予之涵義；

「**層級**」就銷售組織而言，指會員在有關銷售組織中的位置。緊接由另一會員保薦的該等會員將被視作為該保薦會員的首個層級。由會員首個層級保薦的該等會員將被視為會員的第二個層級，如此類推；

「**會員**」指符合資格加入並透過訂立會員協議而成為Young Living之會員，因而須受該協議條款約束的任何人士（包括閣下），且「會員的會籍」或「閣下的會籍」須據此解釋；

「**會員協議**」指由任何人士作出並為Young Living接受的申請以致使該人士成為會員；

「**會員網站**」具有第5.7節給予之涵義；

「**非Young Living項目**」具有第3.11.3節給予之涵義；

「**OGV**」指如報酬計劃中所定義的Organization Group Volume；

「**當事各方**」具有第13.2.1節給予之涵義；

「**《個人資料（私隱）條例》**」指《個人資料（私隱）條例》（香港法例第486章）；

「**個人資料**」具有第3.16節給予之涵義；

「**PIN**」具有第8.1.1節給予之涵義；

「**私隱政策聲明**」指Young Living不時發佈有關收集、使用、轉移及留存個人資料的私隱政策聲明，可於[https://www.youngliving.com/zh\\_HK](https://www.youngliving.com/zh_HK)上查閱；

「**推廣材料**」具有第3.11.3節給予之涵義；

「**PV**」指如報酬計劃中定義的personal volume，是報酬計劃中用作評級的其中一項要求；

「**報告**」具有第12.2節給予之涵義；

「**零售客戶**」具有第3.2.1節給予之涵義；

「**退貨授權**」或「**RMA**」具有第9.2條給予之涵義；

「**權利**」具有第3.17節給予之涵義；

「**升級**」具有第3.9節給予之涵義；

「**銷售組織**」就會員而言，指該會員在Young Living的會員帳戶及該會員建立之下線，「**下線組織**」、「**閣下的銷售組織**」及「**上線組織**」須據此解釋；

「**特別權利**」具有第3.17節給予之涵義；

「**保薦人**」就會員而言，指該會員之直接上線會員，「保薦」須據此解釋；

「**入門套裝**」指為協助會員開始體驗Young Living而提供之Young Living的產品及業務材料的套裝；

「**附屬公司**」具有《公司條例》第15條所授予之涵義；

「**三位活躍上線**」具有第12.1.1節給予之涵義；

「**轉移**」具有第3.7節給予之涵義；

「**使用者名稱**」具有第5.7節給予之涵義；

「**虛擬辦公室**」（英文為“Virtual Office”）指供會員管理其與Young Living之業務的業務工具軟件程式；

「**Young Living**」具有第1.1節給予之涵義；

「**Young Living集團**」指Young Living之控股公司及其不時成立的附屬公司，「Young Living集團成員」須據此解釋；及

「**Young Living訂購表格**」指Young Living不時訂明提供予會員購買Young Living的產品之用的訂購表格；

「**Young Living分配計劃**」指第12.1.3節所述的保薦人分配計劃；及

「**Young Living商標**」具有第5.5節給予之涵義。

## 1.3 詮釋

本文中提述之法定條文須解釋為提述該等條文的經修訂或重訂之版本，或其不時經其他條文修改的適用範圍（不論在本文日期之前或後），並須包括其為重訂條文的任何條文（不論是否有所修改）。

本文中的標題乃為方便閱讀而加插，並不影響該協議之詮釋。

除非文意另有所指，否則 (a) 單數詞須包括複數，反之亦然；表達某種性別的字詞須包括每種性別；及 (b) 提述章節是指本政策及程序中之章節。

本文中提述人士須包括提述個人、商號、有限責任公司、法團及非法團個人團體，反之亦然（如文意有所要求）。

## 1.4 目的

本政策及程序的目的是：

- 制定閣下的業務行為可被接受的標準；
- 定義閣下與Young Living、閣下的零售客戶及其他會員的關係；及
- 協助閣下建立及保護閣下與Young Living的業務。

## 1.5 將政策及程序與報酬計劃納入會員協議

在本政策及程序中，只要使用「該協議」一詞，即為會員協議（閣下據此而成為會員）、本政策及程序、私隱政策聲明與報酬計劃的統稱。本政策及程序、私隱政策聲明與報酬計劃是經提述納入於會員協議（以其現行形式及經Young Living不時修訂）。須閱讀、理解、緊守並確保閣下是根據所有此等文件的最新版本來營運是閣下的責任，有關文件可在[https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK)網上查閱。

## 1.6 道德

閣下在營運閣下的銷售組織及閣下在參與Young Living的業務的機會時必須遵守以下之道德守則 (Code of Ethics)。在不損害Young Living其他權利的原則下，違反道德守則 (Code of Ethics)可導致被紀律處分。



## 道德守則 (Code of Ethics)

- 閣下將以誠實、專業及誠信的最高標準發展及營運閣下的銷售組織。
- 閣下將向閣下推介Young Living的產品的任何人士以及閣下的下線會員提供迅速且有效率的服務。
- 閣下將不會對Young Living、Young Living的創辦人、Young Living的任何競爭對手或其員工、產品或組織作出負面或具有詆毀性的評論。
- 閣下不會從事會對Young Living或另一會員造成損失的活動。
- 閣下將在建立閣下與Young Living的業務時履行保薦人及領袖的所有職責，包括提供必要的培訓及支援。
- 閣下會尊重閣下的上下線會員及零售客戶的私隱。
- 閣下不會招募任何會員參與其他的業務機會。
- 閣下將遵守適用於閣下作為會員營運閣下的銷售組織的所有規則、規例、法律及條例。

### 1.7 修訂/ 接受

Young Living可不時修訂該協議中的條款及細則。有關修訂將於透過分發予所有活躍會員的Young Living官方刊物（如e-News）或上載至Young Living官方網站被首次發佈30天後生效。修訂將不會被追溯應用於在該修訂生效日期前發生的行為。

簽署會員協議即表示閣下同意遵守Young Living選擇作出的所有修訂或修改。如會員不願意接受此等變更，會員必須在有關變更生效前30日內以書面通知Young Living。會員依據該協議繼續從事業務、訂購產品、接受佣金或獎金之支付或任何其他利益，即構成其接受該協議之全部連同任何及所有之修訂。

## 2：成為會員

### 2.1 成為會員的要求

閣下必須符合以下之要求方可成為會員：

- 如以個人身份申請，閣下必須年滿18歲並提供香港身分證號碼。如以業務實體身份申請，閣下必須提供閣下的章程的副本、稅務編號/商業登記號碼。
- 閱讀並同意本政策及程序、私隱政策聲明及報酬計劃。
- 在登記後30日內填妥、簽署及向Young Living提交會員協議，藉以申請成為會員。
- 購買入門套裝。

Young Living保留權利全權酌情決定因任何原因拒絕閣下成為會員的申請或閣下提交的會員協議。

### 2.2 會員協議

閣下可透過郵寄、傳真或Young Living的網站（[https://www.youngliving.com/en\\_HK](https://www.youngliving.com/en_HK)）提交填妥及已簽署的會員協議。有關申請必須在閣下登記後30日內收到以使閣下得以會員的身份獲得福利。如未有在上述30日內收到會員協議，閣下成為會員的申請將予以擱置直至收到會員協議為止。

### 2.3 電話登記

閣下可以透過電話登記成為會員。然而，Young Living的香港辦事處必須如第2.2節所概述，在閣下透過電話登記後30日內收到閣下提交已填妥及簽署之會員協議。零售客戶可透過電話登記。

## 2.4 網上登記

如閣下在Young Living的網站或任何Young Living贊助之複製網站上登記，閣下毋須提交申請書，但須在上述網站示意同意所示之會員協議、本政策及程序及報酬計劃。雖然閣下的保薦人可協助閣下完成網上登記成為會員，但閣下必須自行審閱並如上所述示意同意會員協議、本政策及程序及報酬計劃。

# 3：營運閣下的銷售組織

## 3.1 獨立承包商身分

作為會員，閣下是獨立銷售承包商而非專營權或業務機會的買方。閣下與Young Living之間的協議並不構成僱主/僱員關係、代理、合夥或合資關係。閣下不會因任何目的而提供之服務被視為僱員。閣下須自行負責就作為會員而賺取的所有報酬繳稅。閣下無權約束Young Living以使其履行任何義務（明示或暗示）。只要閣下遵守適用法律及該協議的條款及細則，鼓勵閣下建立自己的目標、工作時間及銷售方法。

## 3.2 零售客戶及會員

個人可以零售客戶或會員的身份加入Young Living。

### 3.2.1 零售客戶

零售客戶(但不是會員)可直接從Young Living購買產品供其個人使用，但並不參與會員銷售組織或報酬計劃。零售客戶毋須簽署會員協議。零售客戶按發佈的零售價格購買產品。零售客戶所購產品計入其保薦人的OGV。因此，會員的任何零售客戶的訂單將包括於其保薦人的銷售組織的總銷售額中。零售客戶隨時可藉滿足第2.1節概述的要求成為會員。

### 3.2.2 會員

會員按發佈的批發價格從Young Living購買產品，並可基於報酬計劃中概述的資格及成就級別賺取佣金及獎金。

在本政策及程序中，如某會員登記作為新會員並曾在之前12個月內購買最低50PV的產品，該會員的會員帳戶將被視作為「活躍」，而如其並未如此行事，則其帳戶將被視作為「不活躍」。如任何會員連續12個月未有下達最低50PV的訂單，該會員將被視為不活躍。

## 3.3 同在一個以上會員帳戶擁有實益權益及重複會員帳戶

除非第3.3節的其他部分已有規定，一個會員僅可操作一個會員帳戶或在一個會員帳戶擁有法定或衡平法權益。如Young Living發現閣下在多個會員帳戶擁有權益，Young Living將會終止重複的會員帳戶，並只保留首個建立的會員帳戶。閣下尤其被禁止重複建立會員帳戶以試圖變更保薦線、操控報酬計劃或以任何方式規避該協議。

如閣下透過繼承（透過直接繼承或作為信託的受益人）從另一會員獲得另一會員帳戶中的權益，再以書面方式（按第3.7及3.7.1節所訂明）通知Young Living該繼承，而Young Living以書面方式批准該轉讓，則閣下可於一個以上的會員帳戶中擁有實益權益。Young Living保留權利，可全權及絕對酌情決定（不論有理由與否）隨時(1) 否定閣下同時擁有閣下原會員帳戶及繼承之會員帳戶中的權益；或(2) 否定閣下就繼承之會員帳戶賺取生產力及鑽石級領導力獎金的權利（例如，在不限制Young Living上述任何權利的情況下，如Young Living確定閣下未能展現出經營兩個銷售組織的能力，即近期未能進行接洽及培訓閣下的下線、參加會議、增加登記人數及/ 或在下線的支付水平內提高PV及OGV等領導力活動）。如Young Living否定閣下在透過繼承獲得之第二個會員帳戶中享有實益權益的權利，閣下可能獲允許在最長四個月的寬限期內出售閣下其中一個會員帳戶中的權益。在此寬限期後，繼承之會員帳戶將被凍結或終止。

Young Living強烈鼓勵及建議會員與其配偶/同居伴侶（如適用）合作組建單一的銷售組織。然而，由於離婚、分居及雙方協定等，此一般原則可能存在例外情況。自2018年8月1日起，閣下及閣下的配偶/同居伴侶可分別擁有各自的會員帳戶，只要第二個會員帳戶獲保薦為另一配偶會員帳戶的一級或二級帳戶。Young Living將定期審核這兩個會員帳戶，

如發現（經Young Living全權酌情決定）較後創建的會員帳戶被用作操縱報酬計劃或配偶未有遵守第6.1節所列的70%規則，則其可能會終止較後創建的會員帳戶。聯名銷售組織將被視為聯權共有並有生存者取得權。

### 3.4 同戶成員或附屬方之行動

如閣下同戶的任何人士從事任何如由閣下作出即屬違反該協議任何條文的活動，該活動將被視作為閣下之違規；在不損害Young Living的其他權利的原則下，Young Living可依據本政策及程序對閣下採取紀律處分。同樣地，如以任何方式與法團、合夥、有限責任公司、信託或其他實體（統稱為「**實體**」）相聯的任何個人違反該協議，有關行動將被視作為該實體之違規；在不損害Young Living的其他權利的原則下，Young Living可對該實體採取紀律處分。同樣，如以實體身分在Young Living登記成為會員，該實體的各附屬方將個別地受該協議之條款及細則約束，且必須遵守該協議之有關條款及細則。

### 3.5 上線會員之行動

如任何上線會員鼓勵、協助或支持下線會員從事任何如由該上線會員作出即屬違反該協議任何條文的活動（如建立重複帳戶或跨線招募），該活動將被視作為該上線會員之違規；在不損害Young Living的其他權利的原則下，Young Living可依據本政策及程序對該上線會員採取紀律處分。如有關違規情況持續，Young Living保留權利終止該上線會員的會員帳戶。

### 3.6 法團、合夥、有限責任公司及信託

合夥、法團、有限責任公司或信託可向Young Living提交顯示該實體全體股東、董事、成員、管理人、合夥人或受託人（視情況而定）（「**附屬方**」）的合夥協議、信託協議、該有限責任公司的註冊證書、組織章程大綱及細則及最新周年申報表，以及有關合夥、法團、有限責任公司或信託的其他文件（不論是否在香港公司註冊處存檔），藉以成為會員。由於任何人士概不得以任何形式參與多於一個銷售組織，該實體必須確認該實體概無任何部分或參與者有參與另一銷售組織。會員可藉提交上述適當的文件，將在同一保薦人下的身分從個人變更為合夥或法團。

Young Living保留權利批准或拒絕任何會員因稅務、遺產安排及限制責任的目的安排變更公司名稱、組成合夥、法團及信託。此外，為實體提交註冊證書或其他的證明文件，即保證在該新業務實體擁有權益的人士在提交該證書前6個月內概未有在另一銷售組織中擁有權益（除非是為延續現有銷售組織而變更其從事業務的形式）。

### 3.7 銷售、轉移或轉讓

閣下可向Young Living提交申請並繳付相等於50美元的港元的處理費，藉以出售、轉移或轉讓（統稱為「**轉移**」）閣下的整個下線組織。有關請求將由Young Living收取後轉至美國的企業辦公室。閣下的申請要獲得批准，必須符合以下之準則：

- 閣下及接收方必須以書面通知Young Living閣下轉移閣下的銷售組織的意向。此申請書必須經閣下及接收方妥為簽署。
- Young Living必須在閣下可轉移閣下的銷售組織前核准接收方。
- 閣下轉移閣下的銷售組織後，轉移方不得保留屬於其下線組織會員的任何個人資料的副本（不論是數字或其他形式）。
- 接收方必須為（或必須成為）信譽良好的會員。
- 如接收方已擁有下線，在接收新銷售組織前，其必須先轉移其銷售組織，或其已獲得Young Living批准轉移其銷售組織。除此之外，接收方可選擇註銷其現有銷售組織並允許該下線如第3.9節規定升級予其保薦人。
- 閣下的保薦線或下線不會因閣下轉移閣下的銷售組織而改變。
- 在閣下轉移閣下的銷售組織前，閣下及接收方必須清償結欠Young Living的所有債務。將獲售予及/或轉移銷售組織的人士預期將須達到領導資格以符合獲得支付領導佣金的資格。
- 在閣下轉移閣下的銷售組織前，閣下及接收方須各自遵守該協議的所有條款。
- 除非獲Young Living書面批准，否則閣下不得轉移任何擁有50,000或以上OGV的銷售組織。

Young Living保留權利因任何原因批准或拒絕閣下的轉移申請。未得Young Living事先書面批准，閣下不可轉移閣下的銷售組織予任何人士或實體。

就閣下的銷售組織因前擁有人違反該協議的任何情況Young Living不會作出任何寬免。作為已存在的銷售組織的新擁有人，閣下須對前擁有人違反該協議的任何情況負責。根據第13.3節可對前擁有人採取的任何行動可繼續適用於閣下。

### 3.7.1 繼承

閣下去世或失去行為能力時，如符合繼承條件，則閣下所獲得的佣金、獎金以及閣下的銷售組織的權利連同閣下作為會員的所有責任，將可傳予閣下的法定繼承人或合法代表（統稱為「**受益人**」）。閣下的受益人必須向Young Living提交閣下身故或失去行為能力的證明，連同適當的法律文件以及已填妥及簽署的會員協議。如轉移獲批准，受益人即符合資格收取閣下的銷售組織的所有未來佣金及獎金，惟其須符合報酬計劃的所有必要資格。因繼承而獲得的會員帳戶不會獲得如建立原來組織的會員的原會員帳戶一樣的認可利益；然而，受益人作為會員達成責任並繼續壯大所述的銷售組織將可賺取到認可利益。如受益人已有其銷售組織，其將受第3.3節中的條款所規限。Young Living保留權利批准或拒絕繼承轉移。

### 3.8 會員業務分割

閣下可與他人以夫妻合夥、一般合夥、法團、有限責任公司或信託（後四種實體在本文中統稱為「**業務實體**」，各亦稱「**業務實體**」）的方式運作單一個銷售組織。如閣下離婚或業務實體解散，必須立即作出安排以確保完成業務之分割或分立，以免其他的保薦上下線業務的權益及收入受到不利影響。如正在辦理離婚的人士或解散中的業務實體未能為其他會員或Young Living的最佳利益作出妥善安排，有關行動將構成違反該協議，Young Living可依據本政策及程序終止該協議。

在辦理離婚或解散業務實體程序期間，正在辦理離婚的人士或解散中的業務實體必須採取以下各種營運方法之一：

- 一方可在其他方同意下，依據書面轉讓書營運業務，而放棄方亦據此授權Young Living直接全權與其他方交涉。被移除人士須妥為簽署請求。帳戶餘下人士須提交新會員協議。
- 各方可按「如常營業」基準繼續共同營運銷售組織，而Young Living支付的所有報酬將支付予會員聯名名下或支付至業務實體名下，並由各方獨立協定如何分配。
- 各方可依據涉及該等各方的法庭命令營運業務。
- 如未符合上述任何之一項要求，Young Living將根據現狀支付佣金。

Young Living不會分割閣下與正在辦理離婚的配偶或解散中的業務實體的各附屬方的銷售組織。同樣地，Young Living不會分配閣下與正在辦理離婚的配偶或解散中的業務實體的各附屬方的佣金或獎金。Young Living將僅承認一個銷售組織，並在每個佣金周期向每個銷售組織發放一筆佣金存款。除非銷售組織全體成員同意佣金將應付並支付予某一方，或須遵從對Young Living具有司法管轄權的法院命令，否則佣金存款將會一直付予同一人士或業務實體。如閣下已完全放棄閣下作為前配偶或銷售組織的前附屬方的全部權利，閣下可經由閣下自選的保薦人登記成為新會員。然而，在該情況下，閣下對閣下的前銷售組織的任何會員或零售客戶將再無任何權利。在該情況下，閣下必須如任何其他新會員一樣以相同方式發展新業務。

### 3.9 市場推廣組織之升級

當Young Living的任何銷售組織因會員的會員帳戶註銷或終止而產生空缺時，於註銷時緊接終止會員之下的首個層級的各會員將會「升級」，即移至終止會員的保薦人的首個層級。例如，如甲保薦乙，乙保薦丙1、丙2及丙3，然後乙終止其業務，則丙1、丙2及丙3將升級予甲，成為甲的首個層級的一部分。Young Living亦保留權利出售因不當行為而予以註銷或終止的銷售組織。

### 3.10 稅務

閣下確認閣下是自僱人士，而非受僱於Young Living的僱員。在香港，作為自僱人士，閣下透過閣下銷售組織產生的收入需要繳交利得稅。閣下確認閣下必須：

- 保存充分的業務記錄至少7年；
- 以閣下的會計記錄編製帳目；
- 每年填妥並提交報稅表予稅務局，申報業務盈虧；
- 在相關課稅年度期末結束後以書面通知稅務局閣下是須申報利得稅的責任，除非閣下已收到稅務局的報稅表；
- 在閣下業務終止後1個月內通知稅務局有關該終止事宜；
- 在閣下地址變更後1個月內通知稅務局有關該變更事宜；及
- 繳納利得稅。

其他國家可能會要求Young Living收取增值稅、關稅或徵稅。閣下將須支付此等額外費用。

如閣下就閣下的稅務責任存有任何問題，應諮詢閣下的稅務顧問。

零售客戶毋須提供任何稅務資料。

## 3.11 限制/未獲授權之活動

### 3.11.1 未獲授權之招募

閣下可從事其他非競爭性業務。然而，閣下不可利用閣下對其他會員的認識或與其之聯繫，包括閣下因閣下的上下線而得到或與之相關的資料（而該等資料閣下同意為機密資料），藉以推廣及擴展該等其他業務。此種行為構成對其他會員及Young Living的業務不必要且不合理的干擾，並將使Young Living有權終止該協議。

### 3.11.2 限制性契諾

為符合資格獲得報酬計劃下的報酬，閣下有責任持續幫助、教育、培訓、激勵及協助閣下銷售組織中的會員。閣下亦有責任推廣Young Living的產品及Young Living收入機會。Young Living及其會員在建立由零售客戶和會員組成的組織時作出了巨大的投資，閣下將從中受益。該組織為Young Living最寶貴的資產之一。Young Living保留權利停止向任何招募零售客戶或會員加入競爭企業的會員（包括閣下）支付報酬。

為保障所有會員在建立和維護其銷售組織和客戶基礎方面的努力，及為保障Young Living在整體客戶基礎中的權益及投資，閣下特此向Young Living作出以下承諾及契諾不招攬零售客戶及會員，即除非得到Young Living的書面同意，否則：-

- 在該協議有效期間，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地進行或從事競爭企業，或在其中擁有權益。
- 在該協議因任何原因終止之日起6個月內，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地進行或從事競爭企業，或在其中擁有權益。
- 在該協議有效期間，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地誘走閣下的銷售組織內的任何會員或零售客戶以促使或令其成為從事與業務相競爭的其他業務之會員或零售客戶。
- 在該協議因任何原因終止之日起6個月內，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地誘走閣下的銷售組織內的任何會員或零售客戶以促使或令其成為從事與業務相競爭的其他業務之會員或零售客戶。
- 在該協議有效期間，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地誘走Young Living集團的任何高級人員、顧問或僱員。

- (f) 在該協議因任何原因終止之日起6個月內，閣下不得亦須促致閣下的相聯方不得在香港，單獨或與他人共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方，直接或間接地誘走閣下還是會員時所接觸的Young Living 集團的任何高級人員、顧問或僱員。
- (g) 在該協議有效期間，閣下不得亦須促致閣下的相聯方不得，直接或間接唆使非閣下個人介紹或保薦的其他會員出售、要約出售、推廣或推銷非由Young Living提供或推銷或非與Young Living相關聯的其他產品、服務、業務機會、投資、證券，或貸款，或採取將導致所述該等其他會員與Young Living之間的業務關係終止或縮減的任何行動。「唆使」一詞指直接、間接或透過第三方，實際或意圖保薦、唆使、登記、鼓勵、引誘，或以其他方式影響另一會員登記於或參與另一多層次營銷、網絡行銷或直銷公司、網絡、業務或機會。
- (h) 在該協議因任何原因終止後6個月內，閣下不得亦須促致閣下的相聯方不得，直接或間接唆使非閣下個人介紹或保薦的其他會員出售、要約出售、推廣或推銷非由Young Living提供或推銷或非與Young Living相關聯的其他產品、服務、業務機會、投資、證券，或貸款，或採取將導致所述該等其他會員與Young Living之間的業務關係終止或縮減的任何行動。「唆使」一詞指直接、間接或透過第三方，實際或意圖保薦、唆使、登記、鼓勵、引誘，或以其他方式影響另一會員登記於或參與另一多層次營銷、網絡行銷或直銷公司、網絡、業務或機會。
- (i) 在該協議有效期間及該協議因任何原因終止後，閣下不得亦須促致閣下的相聯方不得單獨或與任何其他人士一起或代表任何其他人士，使用與Young Living集團或業務所使用的相同或相類似的任何材料、商用或業務名稱，或獨特標識、稱號或標誌，或擬或很可能與Young Living集團及/或業務混淆的任何事物。
- (j) 於該協議有效期間，閣下不得亦須促致閣下的所有直系親屬不得單獨或與任何人士、商號或公司共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方直接或間接地招募任何零售客戶或會員加入競爭企業，而不論誰首先進行聯絡。
- (k) 於該協議因任何原因終止之日起的12個月內，閣下不得亦須促致閣下的所有直系親屬成員不得單獨或與任何人士、商號或公司共同，或作為任何人士、商號或公司的經理、代理、顧問或僱員，或透過第三方直接或間接地招募（不論誰首先進行聯絡）符合下列所有條件的任何零售客戶或會員加入競爭企業：
- (i) 在其與Young Living合作期間內任何時候屬於閣下的銷售組織或上線中的零售客戶或會員；
  - (ii) 閣下在與Young Living合作期間與其聯絡的零售客戶或會員；
  - (iii) 閣下或閣下的任何直系親屬成員在閣下與Young Living合作期間內任何時候獲得其聯絡資料（姓名、地址、電話號碼或電子郵件地址等）的零售客戶或會員；或
  - (iv) 閣下或閣下的任何直系親屬成員在任何時候從另一名人士獲得其聯絡資料（姓名、地址、電話號碼或電子郵件地址等）的零售客戶或會員，而該名人士是因為任何其他人士與Young Living的合作而獲得有關資料。
- (l) 於該協議期間，閣下不得亦須促致閣下的所有直系親屬成員不得：
- (i) 製作閣下或任何第三方用於招募任何零售客戶或會員加入競爭企業的任何性質的任何讀物、錄音帶或推廣材料（包括但不限於網站及電子郵件）；
  - (ii) 提供並非屬於Young Living的任何產品或服務，或於提供Young Living產品、服務或收入的同時提供任何競爭企業的產品或服務；
- (m) 於該協議因任何原因終止之日起的12個月內，閣下不得亦須促致閣下的所有直系親屬成員不得：
- (i) 製作閣下或任何第三方用於招募任何零售客戶或會員加入競爭企業的任何性質的任何讀物、錄音帶或推廣材料（包括但不限於網站及電子郵件）；

- (ii) 於提供Young Living產品、服務或收入時同時提供並非屬於Young Living的任何產品或服務或提供任何競爭企業的產品或服務；

上述第3.11.2(j)及(k)節下的禁止條款包括但不限於將任何競爭企業介紹或協助介紹予任何零售客戶或會員，及明示或暗示地鼓勵任何零售客戶或會員加入任何競爭企業，從而損害其與Young Living的關係（由Young Living全權酌情決定）。即使閣下是在並不知道潛在客戶是零售客戶或會員的情況下招募該零售客戶或會員加入競爭企業，亦屬於違反本政策及程序。在招募潛在客戶加入競爭企業之前首先確定潛在客戶是否為零售客戶或會員是閣下的責任。本政策及程序所使用的詞語「招募」指：1) 登記、徵募或招攬個人或實體加入一個企業、計劃或組織，或意圖如此行事；2) 促使、影響或鼓勵個人或實體加入一個企業、計劃或組織，或意圖如此行事；3) 將一個企業、計劃或組織或其產品介紹或參與或協助介紹予個人或實體。該招募構成違反第3.11.2 (j)或(k)節，無論該個人或實體最後是否結束其與Young Living的關係。要構成招募，有關努力或意圖可直接透過親身聯絡（包括但不限於電子及社交媒體方式）或間接透過第三方實行。

上述本第3.11.2節條文下的每項義務須被視為獨立義務，並可各別地被強制執行，如任何一項或多項義務全部或部分被視為或成為不可被強制執行，該不可被強制執行的一個或多個部分須從本3.11.2節刪除，如此刪除任何內容概不影響本第3.11.2節其餘未被刪除的所有部分的可被強制執行性。

閣下同意Young Living的商譽、客戶基礎、會員網絡、機密資料及商業秘密資料有需被保護的權益。閣下進一步確認，閣下違反本第3.11.2節下的任何義務將對Young Living做成即時不可補救的傷害，金錢損害賠償或其他法律補救方法亦不能作出充分的補償。閣下進一步確認，本第3.11.2節所述限制作為為保護、維護及保存Young Living及其他會員的合法業務權益是合理和必須的，並僅是在保護、維護及保存相關權益的必要範圍內限制閣下的行為。閣下進一步保證閣下理解訂立本第3.11.2節的契諾及協議的法律及其他後果，以及強制執行其條文將不會對閣下造成不當的困難。閣下同意有關限制不會妨礙閣下工作或以其他方式謀生。在不限制前文的一般性的原則下，儘管本第3.11.2節所含的限制被閣下視為在所有之情況下均為合理，所涉的限制亦可因不可預見的技術原因而失效。因此，現特此同意並聲明如任何有關限制因超出為保護業務或Young Living集團的利益或會員的利益的合理範圍而被判作無效，但如刪除其部分字詞、縮短其期限，或縮減其處理的活動或領域的範圍則為有效，則所述限制須作出該等使其有效及生效的必要修改。

倘違反了本第3.11.2節任何條文，即代表閣下自願取消該協議，自違反當日起生效，且：

- (i) 閣下喪失於發生違反行為的曆月及之後應付予閣下的所有佣金或獎金。
- (ii) 如Young Living於該違反日期之後向閣下支付任何獎金或佣金，於發生違反行為的曆月及之後支付的所有獎金或佣金須退還予Young Living。
- (iii) Young Living可就違反本第3.11.2節的行為尋求及獲得禁令救濟及損害賠償。
- (iv) 除有權獲得上述獎金及佣金退款以及損害賠償外，倘閣下違反本第3.11.2節，Young Living及由於閣下違反本第3.11.2節而受到不利財務影響的任何會員有權就閣下因或由於違反本節或與之有關而直接或間接收到及/或可能收到的所有利潤、報酬、佣金、薪酬或其他利益進行會計核算及獲得還款。該補救是額外且不受限於Young Living根據法律或衡平法本應或可能有權獲得的任何損害賠償、禁令救濟或其他權利或補救。
- (v) 閣下承認，本政策及程序所載限制對保護Young Living及其他會員的合法業務權益而言是合理和必須的，而該等限制將不會妨礙閣下工作或以其他方式謀生。

違反本第3.11.2條對其他會員的Young Living業務增長及銷售以及Young Living的業務尤其不利。因此，倘若閣下知悉有任何其他會員違反本第3.11.2條，必須立即透過發送電郵至 [hkconduct@youngliving.com](mailto:hkconduct@youngliving.com)向Young Living的操守成功團隊（Conduct Success Team）報告相關資料。如會員未能向Young Living舉報相關資訊，亦會構成對本政策及程序的違反。我們將對舉報違反本第3.11.2條行為的會員的姓名保密。

### 3.11.3 不競爭

如在該協議有效期間，閣下參與非Young Living直銷項目（「非Young Living項目」），閣下將須確保閣下將該非Young Living項目與閣下的銷售組織獨立分開營運。就此而言，除非得到Young Living的書面同意，閣下理解閣下被禁止：

- 向或在展示Young Living的推廣材料、銷售輔助工具、產品或服務（「推廣材料」）的同一地點展示該非Young Living項目的推廣材料（有關另一直銷項目或其產品），或以任何方式或形式使參觀者同時看到Young Living的推廣材料及非Young Living項目的推廣材料。例如，閣下不可在同一網站、網誌、推文、帖子、文字、小冊子或印刷的行銷材料、標牌或電子或其他通訊中展示Young Living的推廣材料及非Young Living項目的推廣材料；
- 向準零售客戶或會員或現有零售客戶或會員提供Young Living的項目、機會、產品或服務時同時或結合地提供任何非Young Living項目的項目、機會、產品或服務；及
- 在與Young Living相關的任何會議、座談會、大會、網上座談會、電話會議或其他活動中提供任何非Young Living項目的產品、機會、產品或服務。

儘管有前述內容，在該協議有效期間及該協議因任何原因註銷、期滿或終止後6個月內，閣下不得亦須促使閣下的相聯方不得直接或間接以doTERRA International, LLC或該公司的任何母公司或聯營公司的會員、代表、顧問、僱員、代理、高級人員、董事、股東、合夥人、銷售員、經銷商或擁有人的身分提供服務。此限制適用於閣下（或閣下的銷售組織）於該協議有效期間所服務或閣下（或閣下的銷售組織）實際工作所在的任何區域市場。

達到鑽石級及以上級別會得到非常高的聲望，但需要付出大量時間於Young Living。此外，達到鑽石級及以上級別的會員可取得額外的Young Living機密和商業秘密資訊。如欲達到鑽石級及以上級別並獲得鑽石級領導力獎金，會員務必在其Young Living業務的各方面都成為榜樣，並且全心全意投入到Young Living的業務當中。因此，一旦閣下達到鑽石級或以上級別，儘管有前述內容，在該協議有效期間及該協議因任何原因註銷、期滿或終止後六(6)個月內，閣下不得直接或間接以任何其他層壓式推銷、派對企劃或其他直銷公司的會員、代表、顧問、僱員、代理、高級人員、董事、股東、合夥人、銷售員、經銷商或擁有人的身分提供服務，而不論該實體提供的產品或服務類型是甚麼。此限制適用於閣下（或閣下的銷售組織）於該協議有效期間所服務或閣下（或閣下的銷售組織）實際工作所在的任何區域市場。倘若任何已達到鑽石級或以上級別的會員於2018年7月2日或之前違反該等規定，則在2018年12月1日之前，該會員將獲授予一個寬限期以符合該等規定。然而，鑽石級會員可純粹為個人使用之目的從其他層壓式推銷、派對企劃或其他直銷公司購買產品。

上述本第3.11.3節條文下的每項義務須被視為獨立義務，並可各別地被強制執行，如任何一項或多項義務全部或部分被視為或成為不可被強制執行，該不可被強制執行的一個或多個部分須從本3.11.3節刪除，如此刪除任何內容概不影響本第3.11.3節其餘未被刪除的所有部分的可被強制執行性。

閣下同意Young Living的商譽、客戶群、會員網絡、機密資料及商業秘密資料有需被保護的權益。閣下進一步確認，閣下違反本第3.11.3節下的任何義務將對Young Living做成即時不可補救的傷害，金錢賠償或其他法律補救方法亦不能作出充分的補償。閣下進一步確認，本第3.11.3節所述限制作為保護、維護及保存Young Living及其他會員的合法業務權益是合理和必須的，並僅是在保護、維護及保存該等權益的必要範圍內限制閣下的行為。閣下進一步保證閣下理解訂立本第3.11.3節的契諾及協議的法律及其他後果，以及強制執行其條文將不會對閣下造成不當的困難。閣下同意有關限制不會阻礙閣下工作或以其他方式謀生。在不限制前文的一般性的原則下，儘管本第3.11.3節所含的限制被閣下視為在所有之情況下均為合理，所涉的限制亦可因不可預見的技術原因而失效。因此，現特此同意並聲明如任何有關限制因超出為保護業務或Young Living集團的利益或會員的利益的合理範圍而被判作無效，但如刪除其部分字詞、縮短其期限，或縮減其處理的活動或領域的範圍則為有效，則所述限制須作出該等使其有效及生效的必要修改。

### 3.11.4 以其他直銷商為目標

Young Living不容許會員特定或有意識地以另一直銷公司的銷售團隊作為銷售Young Living的產品的目標或使其成為會員。Young Living亦不容許招攬或誘導另一直銷公司的銷售團隊的會員違反其與該公司的合約條款。如閣下從事該類活動，閣下須承擔或被其他直銷公司起訴的風險。如有閣下因被指稱曾從事不當招募其他銷售團隊或客戶的活動而



提出的任何訴訟、仲裁或調解，Young Living將不會為閣下支付任何抗辯費或法律費用，Young Living亦不會就任何判決、裁決或和解而彌償閣下。

### 3.11.5 跨線招募

嚴格禁止實際或試圖進行跨線招募。「跨線招募」的定義為(i)間接或以其他方式登記已屬會員或於前6個曆月內已置身於另一保薦線內或已與另一保薦人訂有該協議的人仕或實體；(ii)向來自另一保薦線的現有會員提供如何以非許可方式變更保薦人的培訓以促使彼等加入閣下的銷售組織；或(iii)協助、鼓勵或促使本定義(i)或(ii)項所列的行為。嚴格禁止使用配偶或親屬姓名、商用名稱、DBA（營業名稱）、化名、法團、信託、香港身分證/ 護照號碼，或假香港身分證/ 護照號碼以規避本節。

閣下不可貶低、詆毀或誹謗另一會員，尤其是為試圖誘使該另一會員成為閣下的銷售組織的一員。Young Living保留權利因閣下未能遵守本節而終止閣下的銷售組織。

### 3.11.6 套取獎金及囤積

套取獎金及囤積是對本政策及程序的重大違反，是須被嚴格及絕對地禁止。如閣下違反此項規定，Young Living有權終止閣下的會籍。

「套取獎金」包括 (a) 在有關個人或實體未知悉或未簽署該協議的情況下將其登記為會員；(b) 以欺詐方式登記個人或實體為會員或零售客戶；(c) 登記或試圖登記不存在的人士或實體為會員或零售客戶（假象）；或 (d) 在未得到書面授權下，會員使用其他會員或零售客戶持有的信用卡或代該會員或零售客戶使用其信用卡。

「囤積」一詞指 (a) 未在簽署後兩（2）個營業日內將會員協議傳送給Young Living或扣持該會員協議；(b) 為藉報酬計劃取得最大報酬而操控會員協議；(c) 為增加閣下的銷售組織的獎金而向會員提供財務協助、透過另一會員的會員帳戶購買產品或接收貨物。

儘管本第3.11.6節的任何內容，會員可為新登記入會人士或重新激活的會員提供最高200港元作為登記入會獎勵（如Young Living的產品積分、禮品卡或禮品），以及其他合宜的參考材料作為獎勵。其他折扣、促銷或金錢獎勵與新登記入會人士及重新激活的會員一概無關。

## 3.12 國際

遵守有關知識產權、海關、稅務、文獻內容或其他直銷指引的外國法律對Young Living能成功進行國際拓展而進入新市場至為關鍵。因此，閣下僅獲授權在Young Living的官方文獻所列的Young Living獲授權開展業務的國家推廣及出售Young Living的產品及服務，以及招募及保薦其他會員。擅自進行開發市場活動可能危害Young Living進入新市場的能力，並使許多其他會員失去機會。由於可能發生的嚴重後果，擅自進行市場開發活動的人士將面臨紀律處分，可能導致其被終止會籍。閣下不可為或代表Young Living在任何國家註冊產品、商用名稱、商標、專利、網絡域名或IP地址。

閣下同意就閣下損害Young Living的任何有關活動彌償Young Living，包括（但不限於）利潤損失、商譽損失、任何損害賠償及合理律師費用等。

如閣下希望在已被確認為可被開發的國家保薦會員，閣下必須完成以下所有各項：

- 在居住國聲譽良好；
- 閱讀並理解為該國而設的Young Living的政策及程序；
- 同意遵循Young Living為該國而設的所有政策及程序；
- 同意遵循該國所有的適用法律；及
- 同意該國可能規定的任何稅務預扣（如適用）。

會員可在全球各地保薦及/ 或介紹會員。然而，會員僅可在已合法向該國政府註冊以進行業務活動的國家推廣及銷售產品，且僅可推廣及銷售已在該國註冊可予銷售的產品。會員不可將不能合法入口或銷售的產品入口至任何國家。閣

下同意在任何國家保薦會員時遵循該國家的所有法律，包括（但不限於）所有直銷法、所有招攬法、所有廣告法、所有申索法、所有稅法，以及在外國運作銷售組織所適用的任何其他法律。

### 3.12.1 不作轉售 (NFR) 產品及履行服務的地點

在某些國家，會員可以零售客戶身分按不作轉售 (NFR) 的基準購買Young Living的產品。如閣下購買NFR產品，閣下不可轉售該等產品。

倘若閣下並非美國居民，則閣下同意閣下所履行之與閣下的Young Living業務有關的所有服務均在美國境外履行。倘若閣下在美國境內履行與閣下的Young Living業務有關的服務，則閣下同意及將會在履行有關服務後30天內透過發送電郵至USbusinessstrips@youngliving.com聯絡Young Living，報告閣下在美國用於與閣下的Young Living業務有關之業務活動的時間。

### 3.12.2 反賄賂

閣下及閣下的代理、僱員或顧問不得向任何政府官員或僱員、政黨或政治職位候選人（統稱為「政府收受方」）支付或給予、或提議或承諾支付或給予任何金錢或有價物以為獲得不公優勢或影響政府收受方或誘導政府收受方運用其對政府或其功能部門的影響力以改變或影響該政府或功能部門的任何運作或決策，或在知悉或有理由知悉該等金錢或有價物的全部或任何部分將直接或間接被支付或給予、或被提議或承諾給予任何政府收受方的情況下向任何人仕提供該等金錢或有價物，而且閣下須促致閣下的僱員、高級人員、代理及子顧問亦同樣行事。

## 3.13 重新包裝及重貼標籤

閣下不可重貼或更改任何Young Living的產品的標籤、重新包裝或灌裝Young Living的任何產品。Young Living的產品僅可在其原容器內出售。Young Living強烈建議閣下不要使用Young Living的產品作為任何轉售產品的成分或材料。如會員使用Young Living的產品作為任何可供銷售產品的成分，會員不可結合使用Young Living的商標或標誌於銷售有關產品。如此重貼標籤或重新包裝可導致嚴重刑事處罰。在不損害Young Living其他權利的原則下，違反本節的會員或須接受第13.3節概述之紀律處分。此外，閣下同意彌償Young Living就使用Young Living產品作為任何產品的成分或重新包裝或重貼其任何產品的標籤而造成的任何傷害。

## 3.14 保密

作為會員，閣下可能獲得Young Living開發或由會員為及代表Young Living開發如系譜及組織報告、客戶清單、客戶資料等屬機密或專有性質的機密資料（包括（但不限於）零售客戶及會員的資料檔案、可辨識個人身份的資料（包括個人資料以及產品購買資料））、會員清單、製造商及供應商資料、業務報告、佣金或銷售報告、市場推廣策略及計劃、產品配方、產品資料、推廣資料及其他財務及業務資料（「機密資料」）。

所有機密資料（不論為書面、口頭或電子形式）均以最嚴格保密方式按必要知悉的基準傳送予閣下，並僅供閣下的銷售組織以Young Living的業務為目的而使用。閣下須對所有機密資料保密，採用合理的安全措施保障資料的機密性，且不得直接或間接向第三方披露任何有關資訊。閣下不得使用或披露有關資料與Young Living作出競爭，或使用有關資料於推廣Young Living的項目及其產品及服務以外的任何目的。在不限制前文的一般性的原則下，閣下僅可嚴格根據Young Living不時全權酌情權決定施加的條件和限制使用及披露機密資料（例如，就在適用推廣前向身為高級會員的閣下提供的推廣資料而言，在Young Living廣泛向所有會員提供有關推廣材料前，閣下不得與包括閣下的銷售組織在內的任何其他人分享有關資料）。

閣下及閣下的銷售組織同意，就因閣下作出或造成的任何及所有未經授權披露導致的損害，向Young Living作出彌償。該協議因任何原因註銷、期滿或終止時，閣下必須停止使用有關機密資料，並將閣下管有之任何機密資料銷毀或從速歸還予Young Living。在不限制本第3.14節所述閣下的義務的原則下，Young Living可在向閣下發放任何業務資料前要求閣下簽署保密協議，且可要求閣下於會籍終止時根據《宣誓及聲明條例》（香港法例第11章）作出法定聲明，以證明閣下已交回或銷毀所有機密資料。

若任何機密資料包含可辨識個人的資料（「個人資料」），閣下確認閣下須遵守第3.16條及《個人資料（私隱）條例》包括收集、處理、使用及留存個人資料有關的相關條文。

閣下在本第3.14節下的保密義務是不可撤銷的且在該協議因任何原因註銷、期滿或終止後仍然有效，並且在法律上可藉強制令、損害賠償及所有其他可用補救被強制執行。閣下進一步同意，如Young Living在任何法律行動中獲准強制執行其在本第3.14節下的權利，Young Living有權獲得就執行該權利而產生的所有訟費及合理法律費用。

### 3.15 舉報違反本政策及程序的情況

閣下應透過發送電郵至hkconduct@youngliving.com向Young Living舉報任何會員違反本政策及程序的情況。

### 3.16 個人資料

閣下確認，Young Living將依據《個人資料（私隱）條例》及私隱政策聲明的規定收集、使用、轉移及留存 (i) 閣下在該協議下於申請成為會員時及其後不時提供予Young Living的個人資料；及 (ii) 閣下因作為會員的活動而可能開發的任何其他個人資料（包括閣下的個人資料及其他第三方的個人資料）。

就閣下提供予Young Living的其他第三方的個人資料，閣下保證該等第三方已同意轉移其個人資料予Young Living，以及Young Living可就私隱政策聲明所載之目的收集、使用、轉移或留存其個人資料。

閣下亦承認，Young Living有權向Young Living的相聯方及/或適用政府機構或監管機關及/或在適用法律要求時披露閣下的個人資料。

在不限制前文的一般性的原則下，閣下同意(i)將閣下的個人資料用於辦理閣下的會員申請、訂單、訂單交付，向閣下提供行政支援（例如營運、管理或發展閣下的會員服務或保薦）、辦理（在滿足指定銷售要求後）向閣下支付的報酬計劃下的獎金、佣金和其他利益付款，維持報酬計劃的運作、組織Young Living座談會、培訓或其他營銷或開發項目或活動，製作Young Living的刊物或營銷材料，向閣下提供屬前述性質的服務或產品或活動，以及上述各項所涉及或附帶的所有其他目的；(ii)向閣下的介紹人及/或保薦人（包括根據Young Living分配計劃指派為閣下保薦人及/或介紹人的人士）及有關保薦人或介紹人的所有上線會員披露閣下的個人資料，用於（其中包括）提供持續監督、培訓和銷售，與閣下進行溝通以確保閣下不會作出不當的產品或業務說明，或從事任何違反該協議之不法或不當行為；(iii)向閣下的下線披露閣下的個人資料用於（其中包括）培訓及支援目的；及(iv)使用閣下的個人資料進行《個人資料（私隱）條例》所定義之直接行銷（「直接行銷」），包括（但不限於）為Young Living的產品或服務進行之市場推廣，提供促銷或特別優惠，以及將閣下的個人資料轉移至另一人士供該人士用於直接行銷。閣下須繼續就Young Living可能不時要求的目的給予同意。

閣下同意及向Young Living承諾其有權使用、轉移及留存從閣下收集的前述個人資料，用於該協議載列的目的或任何直接相關目的。

Young Living保留不時修訂私隱政策聲明的權利，並將會通知閣下在其網站上張貼私隱政策聲明的修訂版，且有關修訂自有關張貼30天後生效（「生效日期」）。閣下須於接獲有關修訂通知後查閱私隱政策聲明，以確保閣下了解最新版本。請注意，一旦對私隱政策聲明作出修訂且其作用是使用及/或轉移我們收集之閣下的個人資料，用於《個人資料（私隱）條例》第3保障資料原則下定義的任何「新目的」，即閣下須被視作已自願同意使用及/或轉移閣下的個人資料用於有關「新用途」，除非於生效日期或之前，閣下透過向Young Living的會員教育主任發送電郵（電郵地址為hkconduct@youngliving.com）或向其不時的營業地址發送信函，以書面形式通知Young Living閣下不同意有關事宜。

在不限制Young Living於該協議下的任何權利的原則下，如果(a)閣下未就前述「新目的」給予同意；或(b)閣下未能就使用及/或轉移閣下的任何個人資料給予同意；或(c)在閣下有權收回或撤銷閣下對使用及/或轉移閣下的任何個人資料之同意的情况下，閣下收回或撤銷有關同意，則Young Living有權且可終止該協議。

### 3.17 採用及使用閣下的照片或影片的授權

成為會員即表示閣下同意Young Living員工或代理在各Young Living贊助的活動中將閣下攝入照片或影片（統稱為「影像材料」）中，而就所有目的而言Young Living將被視為影像材料的作者，以及永久性地於所有完成階段被視為在全世界範圍內影像材料及其各個部分的所有權利、所有權及權益的唯一專有作者及擁有人，包括其所有版權、該等版權的續期或延期、所有類似權利，以及根據香港或任何其他司法管轄區現在或日後有效的法律可取得的有關影像材料的任何類型、性質或名稱的所有權利以及所有其他擁有權、演出、錄製及利用權（所有該等權利統稱為「權利」）。權利包括（但不限於）授權、禁止及/ 或控制影像材料以所有現在已知或日後發明的任何及所有方法於任何及所有媒體製作、複製、錄製、編製、發行、租賃、借出、演出、廣播、向公眾傳播和納入其他作品及作其他利用的權利，以及獲識別為影像材料作者的權利，以及對影像材料作出Young Living或其特許持有人按Young Living認為合適的方式使用影像材料而全權酌情決定為必要或合宜的變更及使用及處置的權利。如果在任何適用法律下Young Living不被獲視為影像材料的作者及影像材料的所有權利、所有權及權益的全權專有擁有人，則在許可的最大範圍內並在適用法律給予閣下全部保障的條款下，閣下特此不可撤銷且永久性地在全世界範圍內轉讓、授予及轉移予Young Living閣下之所有權利及與此同時有關現在或日後創製含有影像材料的任何作品的所有權利、所有權及權益。如果在任何適用法律下前述擁有權之轉讓及轉移不被視為有效，則在許可的最大範圍內並在該適用法律給予閣下全部保障的條款下，閣下特此不可撤銷地授予Young Living永久性地在全世界範圍內使用影像材料的無限制、專有及無版權費之特許，而有關特許包括所有權利。如果Young Living未獲如前所述之轉移或授予，則根據任何適用法律許可的最大範圍內，閣下特此不可撤銷地放棄閣下現在或日後可能擁有於影像材料及現在或此後創製含有影像材料的任何其他作品的任何及所有作者精神權利、作者權利、個人權利及類似權利（統稱為「特別權利」）。在該棄權無效或不可被強制執行的範圍內（如有），閣下契諾不會起訴或以其他方式針對Young Living或其在世界任何地方的相聯方以強制執行任何特別權利。在不限制前述內容的一般性的原則下，閣下特此確認並同意，Young Living及/ 或其相聯方有無限制及專有的權利作出以下各項：以任何方式、任何媒介，以及為任何原因改變、編輯、添加、減少、改編、重新格式化及重新處理影像材料；以及以全部或部分提及或不提及閣下姓名的方式，發佈、複製、廣播、發行或以其他方式向公眾傳播影像材料。

閣下不會因如前所述之使用影像材料而獲付報酬。如閣下因宗教或道德原因反對攝下閣下之照片或反對閣下之照片於影片中出現，閣下有責任於拍照及拍攝影片的活動期間通知Young Living的員工或代理。本節條文在該協議終止後仍然有效。

### 3.18 級別認可

報酬計劃基於不同的級別和該計劃所載的標準支付報酬。每個月，閣下有資格按閣下的級別獲得付款。會員在達到一定級別後以不同方式於不同時間獲得認可。

雖然僅為向閣下提供資訊，但閣下須查看已更新且對閣下具有約束力的報酬計劃，而為獲得銀級或以上新的更高級別認可及享受相應的待遇，閣下必須連續三個月符合該級別或以上的資格。自第四個月起，閣下將獲認可為達到該新的更高級別。為保持銀級或以上級別的認可，在最初符合該級別的資格後，閣下必須於符合該級別資格的最後一個月後六個月內重新符合該級別（或以上）的資格。如果閣下未能連續六個月重新符合級別資格，則閣下將於第七個月獲得閣下在該六個月期間符合資格的最高級別的認可，並且在閣下再次獲得更高級別的認可之前必須連續三個月重新符合資格。自2018年8月1日起，所有會員將以彼等截至2018年7月達到的最高級別獲得認可，並且將被視作最初已符合該級別的資格，即彼等無須連續三個月達到該級別來獲得該級別的認可。然而，正如本條所述，如要繼續獲得該級別的認可，彼等必須保持該級別。

如果上述任何規定與現行報酬計劃的條款不一致，則以後者為準。

### 3.19 非專有權

作為會員，閣下不會獲授予專有權，亦無須支付專營權費用。Young Living保留透過任何銷售渠道（包括透過其他公司，例如中國的直銷公司）發售其產品和服務的權利。

# 4：保薦人的責任

## 4.1 保薦

包括閣下在內的會員有權保薦其他會員。每位準會員有選擇其保薦人的最終權利。如兩位會員聲稱為同一新會員或零售客戶的保薦人，新會員或零售客戶有權在首20日內於二者擇其一。在該段時間後，Young Living將視其所收到的首份申請為具有約束力的文件。

保薦新會員時，在其簽署會員協議前，閣下必須向其提供最新版本的本政策及程序與報酬計劃，或確保該人士能在網上查閱該等資料。

## 4.2 網上保薦

透過網上登記程序保薦新會員時，閣下可協助新申請人填寫登記資料。然而，該申請人必須親自審閱並示意同意網上的會員協議、本政策及程序與報酬計劃。閣下不得為新申請填寫網上的申請及會員協議。

## 4.3 會員和保薦人的責任

作為保薦人，預期閣下須透過信件、通訊、會議、電話聯絡、留言、電子郵件、培訓以及陪同閣下的下線會員出席Young Living的培訓會議，以培訓、監督及與閣下的下線溝通。如閣下感覺並未從閣下的保薦人獲得必要的支援，閣下應諮詢閣下上線上一層的領袖或透過發送電郵至hkconduct@youngliving.com獲取會員服務。作為保薦人，閣下亦同意向閣下的下線提供閣下的聯絡資料（電話號碼/ 電郵地址）以作為培訓及支援之用。

閣下應監察閣下的下線確保其不會製造不當產品或業務聲稱，或從事任何違反該協議之不法或不當行為。

隨著閣下在各個領導層級中的晉升，閣下的銷售技巧、產品知識，以及對Young Living的項目的理解將會與日俱增。閣下或因此而獲邀與閣下的下線經驗較淺的會員分享該些知識。

不論閣下的成就高低，閣下仍有持續義務繼續透過產生新客戶及服務現有客戶推動銷售。為符合完整獲得全額領導獎金的資格，各級會員必須至少每三（3）個月透過電子郵件或社交媒體與其下線中的每位會員作出溝通。

## 4.4 不貶損

為了對閣下的下線樹立適當的榜樣，閣下不得貶損、誹謗或詆毀其他會員、Young Living的產品、報酬計劃、Young Living的僱員或Young Living的創辦人。此種貶損行為構成對本政策及程序的重大違反，並可導致閣下的銷售組織被予以終止。

## 4.5 私隱

閣下必須根據私隱政策聲明採取適當措施以保障及保護會員於營運閣下的銷售組織期間向閣下提供的所有私人資料。

# 5：廣告

## 5.1 使用Young Living的材料

為避免非故意的錯誤或非法聲稱，閣下應盡量使用現行的Young Living營銷材料、讀物、廣告宣傳、官方說明及文字來宣傳和描述Young Living的產品或項目。有關材料應符合上文下理，不得具有誤導性。

Young Living的所有材料——不論是印刷品、影片或DVD（以錄音或任何其他電子格式製作）皆有版權。閣下可複製此等材料用於開發閣下自己作為會員及閣下的下線的業務而製作的廣告材料。然而，閣下不可在閣下會籍範圍外的任何業務活動中使用此等材料。

Young Living的大會或會議一概不准錄音或錄影。被發現在Young Living的大會或任何其他Young Living的會議中作出錄音或錄影的會員將被拘逐離場，並須接受紀律處分，錄音或錄影亦將被沒收。此外，亦禁止製作或分發任何有關Young Living的活動的會員筆記。

## 5.2 會員自製廣告材料及產品

如閣下選擇製作或使用非Young Living集團開發的廣告材料，閣下必須清晰表明有關材料是「獨立會員」或「獨立經銷商」的材料而非Young Living集團的材料。

使用非Young Living集團製作的任何廣告材料必須遵守所有適用法律及本政策及程序——尤其是第5.3節。有關材料必須以專業且有品味的方式製作，不得以會對Young Living集團造成不良影響的方式使用材料。在不損害Young Living的其他權利的原則下，違規會員或須接受第13.3節概述之紀律處分。

## 5.3 廣告聲稱及陳述

### 5.3.1 產品聲稱

禁止閣下對任何Young Living的產品作出不準確及不獲許可的聲稱。特別是，閣下不得作出任何Young Living的產品擬使用於診斷、治癒、緩解、治療或預防疾病的聲稱。閣下亦必須避免作出任何有關Young Living的產品的虛假或誤導的聲明及聲稱。閣下必須遵守所有有關作出聲明的法律，包括（但不限於）《商品說明條例》（香港法例第362章）。

除非閣下為持牌醫療專業人員，否則閣下亦不得診斷任何疾病或症狀，或處方任何Young Living的產品。不當作出診斷或處方Young Living的產品的任何人士可能危害Young Living及其全體會員的前景，並致使Young Living有權終止閣下的銷售組織。

### 5.3.2 收入聲稱

禁止閣下向任何準會員作出會造成錯誤或具誤導性的收入推算。出於熱忱，某些會員偶爾會將建基於網絡行銷本身力量的假設收入數字陳述成為實際收入推算。此種做法將產生反效果，因業績未能達到預期時，新會員會感到失望。會員的收益潛力在現實之中已具有足夠吸引力，故毋須作出不切實際的推算。

為真實地、及時地及全面地傳達有關會員已賺取的收入資料，Young Living編製了收入披露聲明（「IDS」）。IDS的文本可在網上查閱，網址為[YoungLiving.com/IDS](http://YoungLiving.com/IDS)。不論何時，只要閣下陳述或討論報酬計劃，或作出有關報酬計劃的任何類型的收入或收益陳述時，閣下必須向準會員提供一份IDS。收入及收益陳述包括：

- 報酬計劃下實際、平均或推算收益的聲稱
- 收入見證
- 報酬計劃下收益的假設例子

Young Living的主要宗旨不是創造奢侈品和財富，而是幫助人們實現健康、達到目的及過上富裕生活。因此，閣下不應聲稱（明示或默示，以文字或圖片）經營Young Living業務將會帶來奢華生活（大屋、豪華轎車、海外假期等等）或財富。閣下亦不應披露閣下的佣金來推廣Young Living業務機會。

與準會員在任何非公開會面（如在家中見面、不論地點的一對一會面）討論到報酬計劃或作出任何有關收入的聲稱時，閣下必須向準會員提供一份IDS。在開放予公眾的任何會面討論到報酬計劃或作出任何有關收入的聲稱時，閣下必須向每位準會員提供一份IDS。閣下亦必須在場地前方合理靠近講者的位置展示一塊至少3呎x5呎的海報板及/ 或在使用任何類型的放影設備（如顯示屏、電視、投影機）的任何會議討論報酬計劃期間或作出收入聲稱時持續展示IDS的幻燈片。

### 5.3.3 報酬計劃聲稱

講述或討論報酬計劃時，閣下必須清晰向準會員說明，在Young Living取得財務成功需要決心、努力及銷售技巧。相反地，閣下一定不能表達毋須勤奮投入工作即能成功。此類不實陳述的例子包括：

- 任何人都能通過少許的付出或不付出就能成功。
- 未能成功只是因為付出不足。
- 系統將會為該準會員代勞。
- 只須加入，該準會員的下線將會一波一波的建立起來。
- 只須加入，閣下將幫該準會員建立其下線。
- 公司將會全面為該準會員代勞。
- 該準會員毋須銷售任何產品。
- 該準會員只須每月購買產品。

上述只是有關報酬計劃的不當陳述的例子。最重要的是閣下不可作出此類或任何其他可導致準會員相信其可毋須投入時間和努力即能成功的不當陳述。

### 5.3.4 政府批准或核准

閣下不可陳述或暗示Young Living或報酬計劃已獲任何政府部門批准、核准或以其他方式獲得認可。

### 5.3.5 不法廣告聲稱之彌償

就閣下對Young Living的產品、服務及報酬計劃作出一切不符合Young Living官方材料的口頭及書面聲稱，閣下須負全責。閣下同意彌償Young Living及Young Living的董事、高級人員、會員、股東、經理、僱員及代理，並確保其免受因閣下在銷售組織的推廣及營運中的行動所造成或與之相關的任何法律責任的傷害，包括判決、民事罰款、退款、律師費、法院訟費或業務損失。此條文在該協議終止後仍然有效。

## 5.4 見證及會議

在會員贊助的會議中，如第5.3節所述，會員不應安排疾病治癒、疾病預防或疾病治療的見證。亦不應於任何該類會議中給予任何疾病治癒、疾病預防或疾病治療的見證。如有人即與分享疾病治癒、疾病預防或疾病治療的見證，領會的會員應藉說出如以下意思的話，以改變討論的方向：「Young Living的補充品是為改善營養而設，而並不擬用於診斷、治療、治癒或防止任何疾病。然而，科學研究已證實營養與許多疾病之間是有所關聯的。」

符合香港法律的第三方科學文獻可於香港舉行的會議中派發，但必須獨立地與推廣材料分開擺放。

## 5.5 商標及版權

Young Living、Young Living精油、YL、YLEO及Young Living或其相聯方可能採用或該等實體使用的任何其他名稱，如商用名稱、產品品牌名稱、商標、標誌、口號、話題標籤以及網址或URL（或任何相似而易於混淆的名稱）在本政策及程序中稱為「Young Living商標」，且均屬Young Living集團所擁有。

在閣下的會籍有效期間，且僅在此期間，閣下獲授權(i)複製及使用Young Living的Flickr®網頁（或其他未來可使用的免費網站或服務）上可輕鬆存取的照片、由Young Living提供的產品及服務說明文字，以及發佈于Young Living的網上影片網站（例如Young Living的Vimeo®及YouTube®網頁）的影片，及(ii)僅在涉及編制用於建立和管理閣下的銷售組織的網上及印刷材料時使用（除非本政策及程序禁止）Young Living商標（不包括Young Living的公司標誌）。然

而，未得Young Living的書面授權，閣下不可將此等版權材料或Young Living商標用於閣下會籍範圍外的任何活動，閣下亦不可直接或間接出售含有此等資產的材料（例如營銷材料（包括實物或電子形式）、閣下向他人（包括其他會員）出售之精油配件、懸掛飾物、軟件或流動應用程式、品牌商品、書籍、小冊子、電影或其他產品）。在終止或註銷閣下的會籍之時，本特許將自動終止，閣下必須立即停止對Young Living商標、文字、照片及影片的所有使用。

禁止閣下在全球任何司法管轄區內申請、擁有或註冊任何Young Living商標的全部或部分內容，或任何與該商標相似而易於混淆的標誌。如閣下如此行事或曾如此行事，則閣下特此同意在Young Living發出書面請求後十天內將商標註冊或申請免費轉讓予Young Living。

禁止閣下在任何網上收費營銷項目或活動（包括按點擊付費的網上廣告、Google AdWords、收費社交網站廣告、影片內容、內容聚合及視覺營銷）中使用任何Young Living商標（或相似而易於混淆的商標）。

## 5.6 域名及電郵地址

閣下不可在香港或海外使用、登記或擁有包括任何Young Living商標或由其衍生出來的名稱的互聯網域名。閣下亦不可納入或試圖納入任何Young Living商標或由其衍生出來的名稱至任何的電郵地址。依據本節，所有會員擁有的現有域名如違反本條條文，將須在接獲Young Living發出的違規通知後三個月內糾正有關情況。在有限情況下，經與Young Living簽訂年度商標特許協議並繳付特許費後，侵權的域名或電郵地址可被留存。有關特許協議可由Young Living隨時自行酌情決定要約訂立、撤銷或修改，擁有不合規之註冊域名而未與Young Living訂立有關協議的該等會員將須在上述三個月時間內轉讓該等註冊予Young Living。

## 5.7 互聯網政策

許多會員以網站、網誌、社交媒體等（統稱「會員網站」）利用互聯網推動業務。用於推廣Young Living、Young Living的產品或Young Living的活動的會員網站必須在當眼位置展示現行其在Young Living的獨立會員標誌（說明見第5.2節）。會員網站也須包括會員的會員號碼。

會員網站可包括Young Living（例如透過Young Living官方網站、虛擬辦公室或Young Living的Flickr®帳戶）提供予會員的現行產品說明、照片、影片及其他媒體。此等網站不可 (a) 使用Young Living的商用地址；(b) 作出第5.3節所概述之任何不當產品、收入或報酬計劃的聲稱；(c) 推廣任何其他公司之產品或業務；(d) 含有任何虛假或誤導資訊；或 (e) 收集、存儲、處理或傳輸會員或客戶的機密資料。會員須確保其會員網站的所有使用者均遵守該等規則。

Young Living可全權酌情決定監察會員網站。任何時期未有監察會員網站並不免除Young Living執行其在本節條文的權利。

使用社交媒體時，會員不可使用可與任何Young Living集團成員混淆或暗示得到Young Living集團的贊助的任何Young Living集團的商用名稱、公司名稱或任何其他名稱為其使用者名稱、會員帳戶名稱或其他識別名稱（統稱「使用者名稱」）。然而，使用者名稱可包括「Young Living」名稱，惟其亦必須包括「獨立會員」或類似識別字眼，以使有效地與Young Living企業帳戶作出區分。

## 5.8 限制互聯網分類廣告網站、拍賣網站、購物網站或訂單履行商店

作為一般性的規則，會員不可在任何互聯網分類廣告網站（例如但不限於Craigslist等）、市場（例如但不限於Facebook®市場、Walmart®市場等）、拍賣網站、購物網站、訂單履行商店（例如但不限於eBay®、Amazon®、OrderDogTM.com、Overstock®.com等）、會員專用兌換網站（例如但不限於The ClubTM、亞洲萬里通、信用卡獎勵計劃）或類似性質的網站出售或展示Young Living的產品。此外，會員不可 (1) 招募或知情地容許第三方在任何互聯網分類廣告網站、拍賣網站、購物網站或訂單履行商店、會員專用兌換網站或類似性質的網站出售Young Living的產品；或 (2) 向會員有理由相信將在任何互聯網分類廣告網站、拍賣網站、購物網站、訂單履行商店、會員專用兌換網站或類似性質的網站出售任何有關產品的第三方出售Young Living的產品。Young Living保留權利全權酌情決定特別容許別於本節的例外情況，惟會員須已於Young Living登記有關網上的賣家姓名及會員號碼。會員可繼續在其個人URL及獨立會員零售網站上出售Young Living的產品，惟其須向Young Living登記其URL並在其URL當眼位置展示



其「獨立會員」標誌及會員號碼。

如會員違反任何法律、法規及本政策及程序，Young Living保留權利對其嚴格禁止、監察、作出收費及採取所有必要的行動，包括（但不限於）終止網上賣家的會員帳戶。就發現閣下違反本節條款的任何行為，Young Living有權要求獲支付在執行其在相關行為的權利時產生的所有合理的律師費及相關費用。

## 5.9 電話及電子郵件招攬行為

閣下不可以自動撥號裝置或「鍋爐室」的操作方式使用Young Living的名義或版權材料以招攬潛在的會員。此外，發出用以招攬業務的任何電郵訊息必須符合《個人資料（私隱）條例》。

閣下不可以電話行銷推廣Young Living的產品、Young Living的機遇或招攬潛在的會員。就本節而言，電話行銷指未得對方事先明確批准或邀請而致電撥出一個或多個電話至該名人士。如閣下違反本節，閣下同意彌償Young Living及Young Living的董事、高級人員、成員、股東、經理、僱員及代理，並確保其免受因閣下的電話行銷活動而造成的任何及所有法律責任的損害，包括判決、民事處罰、退款、律師費、法院訟費，或業務損失。

## 5.10 Young Living個人網站

Young Living提供個人化網站來協助閣下的營銷工作。欲了解更多詳情，閣下應聯絡會員服務部門（電話：852-2897-5600），或登錄閣下的Young Living虛擬辦公室(YoungLiving.org)。閣下應知悉，閣下的聯絡資料將透過Young Living網站向公眾開放，以便在彼等有問題時可以聯絡閣下。對於此服務的任何意外或不利後果，Young Living概不承擔責任。

## 5.11 商業店舖

在第5.11節條文的規限下，閣下可在Young Living全權酌情認為規模不足以被視為地區性或國家性連鎖店的商業場所內展示Young Living的產品。

## 5.12 建議廣告價格

閣下可自訂閣下轉售Young Living的產品的價格。

在不限制前述閣下的權利之情況下，在《競爭條例》許可的範圍內，建議閣下在出現於零售場所以外之任何廣告或材料（包括（但不限於）互聯網、報章、雜誌、目錄、廣告板或直郵）為Young Living的產品刊登廣告時，其廣告價不應低於其Young Living官方網站不時更新之現行香港批發價之110%。為免生疑問，不遵守上述建議將不會在該協議之下有任何後果。

Young Living將全權單方面酌情決定是否接受直接或間接使用媒體廣告以宣傳Young Living的產品。某些廣告可威脅精油及保健產品的健康競爭環境、減低Young Living的產品的銷售額，並貶低Young Living努力建立的形象。

## 5.13 商展及博覽會

受該協議規定的規限下，閣下可在商展及博覽會內展示及銷售Young Living的產品。活動中展示的所有文獻必須為Young Living的官方文獻，且閣下必須清晰表明自己為獨立會員的身分。

## 5.14 傳媒查詢

請勿試圖回應有關Young Living、其產品或服務，或閣下的銷售組織的傳媒查詢。任何類型的傳媒作出的任何查詢必須立即轉介予Young Living，以確保傳達予公眾的為準確及統一的資訊。

# 6：銷售要求

## 6.1 產品銷售及銷售收據

報酬計劃是建基於向最終消費者銷售Young Living的產品及服務。閣下必須藉滿足指定的個人及下線銷售要求（以及履行本政策及程序所述之其他責任），以符合報酬計劃下獲得獎金、佣金及提升到更高成就層級的資格。閣下必須滿足以下銷售要求方可符合獲得佣金的資格：

- 閣下同意不存放過多庫存，並遵守70%規則，即已售出擬供出售庫存的70%方可再行訂購。在閣下再次購買其他產品前，閣下及閣下個人介紹的零售客戶須已至少售出閣下先前訂單的70%。閣下個人介紹的零售客戶的銷售額將包括於用以釐定是否符合70%要求的銷售額。閣下售出先前訂單至少70%予最終消費者前不可再購買其他產品。閣下向Young Living訂購產品，即表示閣下已售出或使用所有先前的訂單至少70%。
- 閣下必須向閣下的客戶提供兩份Young Living的正式銷售收據，其上須註明銷售日期、銷售金額以及所購產品。如閣下向其他會員出售產品庫存，必須向買方提供銷售收據。會員應保留所有銷售收據副本兩年，並在被要求時提供予Young Living。Young Living將留存載有會員的客戶及直接購物客戶的購物記錄。

## 6.2 非會員

閣下可個人向非會員出售Young Living的產品。然而，網上銷售須受第5.8節之規管。

## 6.3 客戶及銷售要求

非會員及零售客戶的訂單符合客戶銷售要求。

## 6.4 禁止過度購買庫存及前端上貨

會員不應鼓勵其下線或任何其他會員購買不必要的產品以至造成大量存積之庫存。此種情況稱作「前端上貨」或「庫存上貨」，指的不僅是購買產品存倉，而是儲存、銷毀或以其他方式處置未使用的已購物品或產品。會員及領袖必須使用其產品或將其產品售予將使用產品的人士。如發現有任何會員購買產品以符合報酬計劃的資格而並沒建立可證實的業務，Young Living保留權利擱置該會員之會員帳戶直至其完成對有關購買資格的充分調查。

# 7：佣金及獎金

## 7.1 佣金及獎金支票

要符合獲得報酬計劃下的佣金報酬的資格，閣下必須曾在過去12個月內購買產品、遵守該協議，並且閣下的會員帳戶沒有任何擱置事項。佣金將按報酬計劃發放，該計劃的現行版本可在網站[www.youngliving.com](http://www.youngliving.com)上查閱。只要閣下遵守該協議條款，Young Living將代表閣下收取佣金，並約於每月之20日將上月銷售的佣金存入閣下以會員身分指定的香港銀行帳戶以支付予閣下。單月佣金金額如低於200港元將保留於帳目內而暫不存入有關銀行帳戶直至達到200港元的門檻。達到200港元之門檻前，佣金金額將以記帳項保存於帳目中，並將可用於購買產品。如欲了解更多詳情，請聯絡Young Living。

領袖須積極達到Young Living定義的領導要求以符合獲得其佣金獎金的資格。請參閱報酬計劃以了解更多資訊。

## 7.2 回顧結單

閣下可在[www.youngliving.com](http://www.youngliving.com)查閱詳盡佣金報告。如閣下不能使用互聯網，閣下可付費要求將報告傳真或郵寄予閣下，有關費用由Young Living不時全權酌情釐訂。

## 7.3 調整

閣下同意閣下的佣金可就任何處理費、未付餘額或因其他服務結欠的債項而作出調整。退回產品予Young Living以求退款或Young Living回購產品時，相關所獲得的獎金及佣金將從任何未來的佣金中扣除（包括上線的獎金及佣金）。任何的其他債項也可以未來的佣金抵銷。

## 7.4 扣款/維護費

月度維護費會於每月評定，用於支付會計、處理、帳戶維護及其他成本費用。有關費用可能可以亦可能不可以扣稅，詳情請諮詢閣下的私人稅務顧問。現行的維護費收費表已上載於虛擬辦公室。

## 7.5 錯誤或問題

閣下應在直接存入佣金之日後45日內查閱閣下的佣金及獎金回顧結單，並向Young Living報告任何錯誤或差異。未在上述45日內知會Young Living處理錯誤或差異將被視為棄權。

# 8：訂購

## 8.1 訂購方式

所有會員均可以電話、郵寄、網站或透過基本獎勵計劃訂購產品。

### 8.1.1 電話

以電話訂購產品、修改帳戶資料或查詢閣下的帳戶時，閣下須準備提供Young Living訂購表格所要求的所有資料，包括會員號碼及個人識別號碼（「PIN」）。接線生的服務時間為星期一、三及五香港時間上午11時至下午7時，星期二及四香港時間中午12時至下午7時。僅可使用信用卡付款。

### 8.1.2 郵寄

以郵寄方式訂購產品時，閣下須將填妥的Young Living訂貨表格連付款寄至：

Young Living Hong Kong Limited  
致：訂單部  
香港登龍街1號金朝陽中心2期20樓

僅可使用信用卡付款。**請勿郵寄現金。**

### 8.1.3 Young Living的網站

在Young Living的網站上作出網上訂購及查閱資訊更為便捷容易。網站每天24小時、每週7天提供服務，使閣下得以在網上下達訂單。閣下將需以閣下的會員號碼及密碼（應予以保密）於 [https://www.youngliving.com/zh\\_HK](https://www.youngliving.com/zh_HK) 登入及建立安全密碼（4位PIN）。閣下必須將PIN保密並只以自己的帳戶訂購產品。

## 8.2 基本獎勵計劃

基本獎勵計劃令閣下得以每月自動獲發送Young Living的產品。透過此計劃閣下可賺取免費產品、獲得僅向會員提供的特惠資格，以及獲得報酬計劃下的報酬。閣下可在虛擬辦公室或聯絡Young Living了解基本獎勵計劃的詳情及登記參加此計劃。

請留意自動送貨訂單須設定在每月第1日至第24日內處理。每月第24日之後將不會處理任何自動送貨訂單。越早下單，越容易解決有關付款或缺貨產品的任何爭議。因會員的付款責任而未能處理的訂單，Young Living毋須承擔責任。如某產品缺貨，Young Living將向會員發送替代產品。如會員對替代產品不滿意，可依據Young Living的退貨政策退貨或更換同等價值的其他產品。

## 8.3 一般訂單政策

閣下透過第8.1節所述的任何訂貨方法向Young Living下達的任何訂單一經Young Living接收即不可撤銷亦不可取消，Young Living保留權利全權酌情決定接受或拒絕閣下的訂單。

在不限制Young Living如前所述可拒絕閣下訂單之權利的原則下，下述的政策須適用：-

- 對於無效或不正確付款種類或有任何其他原因以致Young Living未能處理的郵寄訂單，Young Living將嘗試以電話或電子郵件聯絡閣下更正有關訂單。Young Living將嘗試就更正訂單聯絡閣下兩次。如在五個營業日後仍未能成功聯絡閣下，訂單將被取消。
- 訂單必須在每月最後一日前被收訖並獲接受才能計入為該月份的訂單。經更改而仍未送貨的待處理訂單的日期將仍為該訂單的原來日期，獲取佣金的資格因而或受影響。
- 如某產品缺貨或已停售，且如對資格有負面影響，Young Living將嘗試以電子郵件聯絡閣下，供閣下選擇替代產品。閣下有責任核實閣下訂單內的產品在送貨時是否有貨。
- 一概不接受COD訂單。
- 購買產品時不允許延遲付款。餘額可用不同信用卡支付，但必須在訂單送貨前悉數繳付。

### 8.3.1 延交訂單

Young Living可提供延交訂單。延交訂單之產品將在產品有貨時與閣下下一之訂單一同發貨。所有延交訂單均須收取運費。

### 8.3.2 月尾訂單處理之截止日期

月尾訂單處理之截止日期為每月最後一個曆日之香港時間下午7點。郵寄訂單必須在當月最後一日前收到。所有寄入訂單之郵戳日期必須為當月最後一日，並在緊隨之下一個月首3個營業日內收到。如未能在該3個營業日內收到，有關訂單將被記入下一個月份。網站每週7天、每天24小時運作，使閣下能在月尾之前下達所有訂單。僅郵寄訂單有3個營業日的例外情況。

### 8.3.3 訂單異常

如閣下的訂單存在問題，導致閣下的佣金付款資格被取消，請郵寄予Young Living Essential Oils, LC（排解部），地址為：3125 West Executive Parkway, Lehi, UT 84043；或發送以電子郵件發送至resolutions@YoungLiving.com；或傳真至1-801-418-8800聯絡排解部。

## 9：送貨

### 9.1 送貨方式及收費

視乎地區，訂單一般在2至5個營業日內發貨。離島區送貨將需時較長。每次送貨都會包含一張送貨單。送貨單上載有訂單編號、會員號碼及姓名、產品編號、產品名稱、價錢、金額以及付款方式。會員應保存此等送貨單以作個人會計之用。大部分主要運輸公司均提供包裹追蹤服務。

## 9.2 送貨貨品不符

收貨時，閣下應按送貨單檢查產品，確保貨品無誤亦無損壞。如送貨貨品不符或有損壞，請盡快通知Young Living。閣下如未在收貨後五個營業日內通知Young Living有關送貨貨品不符或損壞，將失去要求糾正之權利。

處理送貨貨品不符或損壞申索必須有退貨授權（「RMA」）編號。如未提供RMA編號，Young Living將不會處理送貨貨品不符、進行記帳或更換損壞產品。每宗訂單在包裝發貨時都會包括RMA編號。

閣下的送貨貨物如遇到任何問題須予以糾正，請聯絡Young Living。Young Living將與閣下商討糾正有關情況的步驟，並發出RMA編號。

# 10：付款

## 10.1 信用卡

Young Living只接受以信用卡付款（VISA及萬事達卡）。未得他人書面許可使用他人的信用卡乃屬違法，並且Young Living將因而有權終止閣下的銷售組織並對閣下展開法律行動。

## 10.2 佣金及獎金發放表格

閣下可選擇以記帳方式在閣下的會員帳戶留存閣下之佣金及獎金（全部或部分）。記帳額可按第7節用於抵付未來購貨的價款。Young Living必須收到並批准Young Living不時訂明的佣金及獎金發放表格（英文為“Commission and Bonus Release Form”）後，閣下方可以帳戶記帳方式獲發放佣金。

# 11：退貨

## 11.1 退貨政策

Young Living保留權利按每個案之情況審核每宗退貨或換貨。退貨將導致退貨之人士及因該次購物而獲得報酬的任何上線會員的優惠、記帳、佣金及獎金有所調整或逆轉。

### 11.1.1 退貨指引

如閣下對Young Living的任何產品不滿意，閣下可：

- 在送貨後30日內退回任何未開封之產品，並以支付購價相同之方式獲得全額退款（減運費）。
- 在送貨後30日內退回任何已開封之產品，並獲在閣下的會員帳戶以購價記帳（減運費）。
- 在送貨後最多90日內退回任何已開封或未開封之產品，並獲以購價記帳（減運費及10%手續費）。已開封之產品的記帳額將基於退回之產品的百分比而定。例如，如閣下退回50%的產品，閣下的會員帳戶將獲以購價50%記帳（減運費及10%手續費）。

如閣下（作為會員）出售產品予非會員，閣下須向非會員提供如本第11.1.1節概述的相同的退貨政策。閣下亦須負責在收到非會員退貨後10日內退回產品予Young Living。Young Living不會直接退款予非會員，亦不會直接接收非會員之退貨。過度退貨可被視作為濫用Young Living之退貨政策，並導致閣下之退貨特權及/ 或銷售組織被暫停。退回損壞或錯發之產品將不予以收費。

## 11.1.2 會員退回庫存

如閣下選擇終止該協議，閣下可退回在終止前12個月內購買而未能售出或使用的任何產品庫存或銷售輔助用品，並獲得退款。除非法律另有規定，否則閣下僅可退回可再次銷售之產品及銷售輔助用品。可再次銷售定義為與新購未開封一樣的狀態。閣下必須預付運費將產品退回予Young Living，並附上信件說明閣下欲終止該協議，以獲得退款。收到產品後，閣下將獲退回原購價淨額的90%（減運費）。Young Living將從退款中扣除閣下因退回之產品而收到的任何佣金、獎金或其他獎勵。如閣下的帳戶已被終止，自終止之日起，閣下有90日時限與Young Living安排回購所有可退貨之產品之有關事宜。閣下確認在終止之日起90日之後將不能退貨。

## 11.1.3 產品套裝及系列

Young Living的所有產品套裝及產品系列必須以整組銷售。會員不可單獨出售產品套裝及產品系列中的個別產品，或在會員的銷售組織中鼓勵此種行為。

退回予Young Living的任何產品套裝及/ 或系列必須為完整的，否則該套裝及/ 或系列將不符合退換或退款之資格。套裝及/ 或系列中的個別產品一概不符合退款之資格。

## 11.1.4 促銷產品之退貨

買方透過合資格購物或通過買一送一促銷而獲得的任何免費產品的退貨將按如下處理：

- 如退回本是合資格購物之全部或部分產品會令其失去獲得免費促銷產品的資格，則也必須退還有關免費產品，否則會員須支付有關免費產品的購價。
- 如退回的產品為促銷產品之一，Young Living不會為會員記帳，因Young Living將會假設退回的產品只是促銷產品。如退回全部促銷產品，Young Living將就所購產品為會員記帳。

## 11.2 退貨程序

以下程序適用於退款、回購或換貨：

- 直接從Young Living購買產品的零售客戶或會員必須退回全部產品。
- 所有產品必須以其原來容器退回。
- 退貨必須有退貨授權編號，該編號可經聯絡Young Living取得。退貨授權編號必須寫於每份包裹或貨物包裝上，否則貨品將退回予發貨人。
- 所有退貨必須以預付運費方式退回予Young Living。Young Living並不接受COD包裹。
- 如Young Living分貨中心未有收到退回的產品，會員須負責自行追蹤貨物。Young Living毋須為轉運期間丟失或損壞產品承擔責任。
- 換貨貨量將在進行換貨交易當月計算。
- 同一產品其後如再退貨將不會獲得退款，除非原因為產品損壞或有瑕疵。

記帳將在Young Living完成處理退貨後作出。

# 12: 會員帳戶管理

## 12.1 會員帳戶變更

閣下的會員協議中所含的資料如有任何變更，必須立即通知Young Living。閣下可將有關變更的書面申請以電子郵件提交至resolutions@youngliving.com，或在虛擬辦公室作出有關變更以更新閣下的現有資料。本段許可之修改範圍不包括變更保薦人或稅務資料。保薦人及介紹人不得請求帳戶變更或轉達有關請求。

### 12.1.1 變更保薦人

為保障所有市場推廣組織的誠信，並維護全體會員的努力，Young Living絕不鼓勵變更保薦。然而，Young Living認可或有情有可原的情況而必須變更保薦。因此，變更保薦的申請將僅在以下情況獲得考慮：

- 僅一(1)次免費變更保薦人/介紹人，有關申請可在登記入會後首三十(30)個日曆日內提出，惟須得到會員或其介紹人批准。在登記入會後首五(5)個日曆日內，變更保薦人/介紹人的申請可直接透過電話提出。5個日曆日後但在三十(30)個日曆日內，有關申請必須以書面通過郵件、電子郵件、傳真或Young Living要求的其他方法或表格提交。透過電子郵件提交的申請應發送至resolutions@YoungLiving.com。有關電子郵件及/或表格必須直接由新會員或新會員的介紹人，以由在Young Living記錄在案的電郵地址發出。有關申請不得由另一會員提出，亦不可以轉發電子郵件的方式提交。

保薦人之變更必須在每月的最後一個日曆日前提出方得以在該月份獲得承認。如保薦人之變更在登記入會後三十(30)個日曆日之內但在每月最後一個日曆日之後提交，保薦人之變更將在下一月份方獲承認。如因本條所述未能及時提交保薦人之變更申請而延誤保薦人之變更，Young Living將毋須為此負責。如在所述三十(30)個日曆日內，介紹人及下線會員皆提交保薦人/介紹人之變更申請，下線會員之申請將獲優先處理。

僅新登記入會的會員和重新激活的會員獲授權在登記入會或重新激活後三十(30)個日曆日內為其個人帳戶申請任何保薦人變更。上線或家庭會員無法請求作出此等變更。

- 在情有可原的例外條件下，會員可在登記入會三十(30)個日曆日後，填寫三位活躍上線批准之變更保薦人之申請表格（英文為“Three Active Upline Approved Sponsor Change Request Form”）並繳交35美元之不可退款處理費予Young Living申請變更保薦人，填妥之表格及有關費用須郵寄予Young Living Hong Kong Limited（排解部），地址為：銅鑼灣登龍街1號金朝陽中心2期20樓；或以電子郵件發送至resolutions@YoungLiving.com。「三位活躍上線」之定義為該會員的上線中連續六(6)個月活躍地產生100 PV的首批三(3)位會員。不可退款的35美元處理費必須以支票或信用卡繳付，即使變更保薦人之申請被拒，該費用亦不以予退還。在收齊所有需簽署的文件前，Young Living不會考慮保薦人之變更。

如其中一位上線會員在六十(60)個日曆日內無回應，會員可申請按其意願移至其選擇的保薦人之下。會員必須顯示出其已誠懇地盡力聯絡全部三位上線保薦人，即會員須提供充分證據證明其已在六十(60)個日曆日內透過電子郵件、掛號信等聯絡上線會員，而上線會員忽視或未回應有關請求。證據必須透過電子郵件發送至conduct@youngliving.com提交予行為成功團隊(Conduct Success Team)。如會員未能提供其曾誠懇地盡力聯絡上線會員的證據，Young Living可全權酌情決定拒絕其申請。如透過三位活躍上線成功變更保薦人，會員之原銷售組織的下線將升級至上一級上線並維持原來的系譜。如發生有關三位活躍上線的其中一位或以上的簽署批准的爭議，Young Living將調查有關批准，並可拒絕保薦人之變更申請而將會員恢復至原有保薦人之下。在最初會員登記入會三十(30)個日曆日後，一概不容許變更介紹人。Young Living保留權利全權酌情決定批准或拒絕所有保薦人之變更申請。

如會員無法獲得其三位活躍上線的批准，則會員可選擇在六個月內不下達訂單以變更至新的保薦人。六個月期滿時，會員可透過發送電子郵件至addresses@youngliving.com並支付35美元的費用申請變更保薦人。新的保薦人不能成為介紹人。當會員從原有下線移動至新的下線時，介紹人身分/獎金將變為無效。

- 如會員之保薦人未有為其提供支援超過兩(2)年，且其已向Young Living提交包括以下詳情之申訴，會員可申請變更保薦人：(1) 保薦人/上線會員逾兩(2)年未有聯絡該會員；(2) 保薦人/上線會員不回應其求助；(3) 保薦人/上線會員不提供支援、指導、建立業務資料等。會員必須將申訴提交至hk.conduct@YoungLiving.com。Young Living將對申訴進行全面調查。如申訴成立，Young Living可批准保薦人之變更。會員申請保薦人之變更須繳交35美元不可退款之處理費。
  - 如會員連續十二(12)個月未有下達至少50累積PV的訂單或產生至少50累積PV，該會員的會員帳戶將在不活躍之十二(12)個月後的下一個月月中因不活躍而被取消。現有的下線將升級至上一級上線並維持原來的系譜。在重新激活因不活躍而被終止的帳戶，會員於登記入會時可選擇新保薦人及介紹人。
- 有關申請不能由另一會員提交。Young Living不會批准其視為擬操控報酬計劃下之付款的保薦人之變更申請，並保留權利隨時全權酌情決定因任何原因變更保薦人。

如會員在前一個月登記為Young Living會員或訂購產品及其保薦人或介紹人在本月前五個營業日內發生變更，則此變更可能會影響前一個月的等級、資格和付款。

### 12.1.2 放棄申索

如閣下變更了保薦人但未有遵循第12.1.1節概述的適當程序，並且已在新的保薦人的銷售組織發展下線組織，Young Living保留全面專有權利釐定閣下的新下線組織的最終分配。

就Young Living處置因不當變更保薦線的銷售組織而產生之任何下線組織之決定，閣下放棄對Young Living、其高級人員、董事、擁有人、僱員及代理提出因之而產生的任何及所有申索。

### 12.1.3 保薦人分配計劃

若新會員登記入會時未有指定保薦人或介紹人，其會被視為孤兒。Young Living分配計劃通常為孤兒分派一名保薦人及一名介紹人，此保薦人及介紹人與孤兒居住於同一地理區域或附近及/或與孤兒講同一種語言。合資格的保薦人及介紹人通常包括積極支持其下線，銷售業績不斷增長，在新孤兒登記入會當月發展其銷售組織，且積極參與Young Living的活動及計劃（例如基本獎勵計劃）以及積極致力於支持Young Living使命的行政、銀級及黃金級會員。

Young Living分配計劃由Young Living的行政管理團隊指導，此團隊保留全權酌情分派任何孤兒的權利。

新的保薦人應登記參加基本獎勵計劃並認真參與Young Living業務。

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新會員可如第12.1.1節所述在30個日曆日內選擇從獲分派的新保薦人變更至其他保薦人。

## 12.2 下線系譜報告

下線系譜報告（英文為“Downline Genealogy Reports”）（「報告」）為自選項目，可隨時訂購。有Young Living贊助個人網站的會員每月可免費獲取兩份以電郵發出的報告，亦可付費額外要求取得以電郵發出的報告，費用為每份40港元。沒有Young Living贊助個人網站的會員可付費要求取得以電郵發出的報告，費用為每份40港元。欲以傳真或郵件方式取得報告的會員須繳付首10頁為40港元及其後每頁為1毫的費用。Young Living保留權利修改本第12.2節所載之收費。

報告是第3.14節所述之機密資料且須受該節之規管。在不限制閣下在第3.14節的義務的原則下，閣下不可使用報告於發展及支援閣下的銷售組織以外的任何目的。具體而言，在該協議期間、期滿或終止後，閣下不可因任何原因：

- 向任何第三方披露報告所載的任何資料；
- 違反第3.11.3節將報告內用於與Young Living競爭；
- 利用報告招攬列於報告的任何會員或零售客戶，或從事第3.11.2節禁止的任何行為；及
- 披露任何報告內所載的任何資料予任何人士、合夥、協會、法團或其他實體。

於該協議期滿或因任何原因終止時，或在Young Living要求時，閣下須向Young Living交回閣下管有的報告原件及其



所有副本（包括電子檔案），或銷毀閣下管有的報告的所有副本、電子或其他格式的副本。本第12.2條在該協議期滿或因任何原因終止後將繼續有效。

### 12.3 D. Gary Young Foundation Young Living Outreach

登記成為會員後，閣下即自動獲登記成為D. Gary Young Foundation：Young Living Outreach的無表決權會員。與此類別會籍相關的特別權利包括獲邀參與（由會員自費（如適用））若干供會員參與的慈善活動、有權接收該基金會慈善活動及成就的定期報告，以及獲邀為推進該基金會的慈善目的作出貢獻。

## 13：爭議解決及紀律處分

### 13.1 與其他會員的爭議

如閣下就有關閣下的銷售組織中的任何做法或行為而對另一會員有所不滿或投訴，閣下應先與該會員討論有關問題。如仍未能解決問題，請向閣下的銀級（定義見報酬計劃）或以上的上線領袖報告有關問題以尋求解決。如仍不能解決有關問題，可透過郵件、傳真或發送電子郵件至hkconduct@youngliving.com向 Young Living 報告。投訴應列明被指稱為不當行為的具體情況，並盡可能列明發生所投訴的事件之相關日期及地點，以及該不當行為的所有第一手知情人士。

於收到書面投訴後，Young Living將調查有關事件、審閱適用政策，並作出如何解決有關爭議的決定。Young Living可實施第13.3節規定的紀律處分。

### 13.2 與Young Living的爭議

#### 13.2.1 調解

受下文第13.2.3節所規限，在提出任何法律程序以解決因該協議而產生或與之相關的任何爭議、分歧或申索前，閣下與Young Living（統稱為「當事各方」）須誠懇地會面，並嘗試透過非約束性的調解以解決有關爭議、分歧或申索。一位獲當事各方相互接受的人士將獲委任為調解員，惟倘當事各方在任何一當事方作出提名30日後仍未能就調解員人選達成共識，則當事各方中任何一方皆可請求香港國際仲裁中心委任調解員。當事各方須遵循調解員提出的所有合理要求以進行調解，包括（但不限於）與調解員簽署包含與本第13.2.1節一致條款的調解協議，以使調解將可於委任調解員之日後60日內進行。調解員的費用及收費，以及舉行及進行調解的費用，將由當事各方平分承擔。當事各方須在調解開展前至少10日提前預付其須承擔的預期分攤費用及收費。當事各方將自行繳付其自己的律師費、費用及與進行及出席調解相關的個別項目支出。調解將在香港舉行並且將進行不超過兩個營業日。

#### 13.2.2 管限法律

受下文第13.2.3所規限，該協議須受香港法律管限及據其詮釋，閣下及Young Living特此不可撤銷地接受香港法院非專屬司法管轄權管轄。

#### 13.2.3 報酬計劃的管限法律

報酬計劃須受美國猶他州法律管限，因報酬計劃產生或與之相關的任何爭議、分歧或申索須按其條款予以解決。

## 13.3 紀律處分

閣下違反該協議任何條款及細則時，在不損害Young Living其他權利的情況下，可由Young Living全權酌情決定擱置閣下的會員帳戶，而使閣下不能下達訂單以及賺取或收取佣金。此類違規包括（但不限於）任何不法、欺詐、欺騙、不專業或不道德的業務行為；違反該協議任何條款（包括但不限於閣下違反保密責任）；閣下之Young Living帳戶拖欠付款或信用卡授權被拒。

就Young Living如上所述根據第13.1節或違反該協議任何條款及細則而作出之任何調查，Young Living可全權決定對閣下或任何會員不施行任何處分或施行包括但不限於以下之任何處分：

- 書面警告以釐清本政策或程序下特定責任之涵義及應用，並告知繼續違規將導致進一步處分；
- 予以觀察，可包括要求閣下採取補救行動，並將包括由Young Living進行跟進監察，以確保閣下遵守該協議；
- 在某特定時間內或直至閣下滿足若干特定條件前撤銷或拒絕獎賞、激勵或認可或限制參與Young Living贊助的活動；
- 暫停銷售組織的若干特權，包括（但不限於）下達產品訂單、參與Young Living的項目及/ 或促銷、參與高級別會員電話營銷、於報酬計劃內晉升，或以會員身分在某特定時間內或直至閣下滿足若干特定條件前參與前述之各項；
- 暫停及/ 或終止登入虛擬辦公室；
- 在某特定時間內或直至閣下滿足若干特定條件前扣下部分或全部佣金或獎金；
- 按Young Living蒙受的實際損害及法律許可的比例，處以公平合理的罰金或其他罰款；
- 終止該協議及閣下的會員身分；
- 重新分配會員全部或部分的銷售組織；及/ 或
- 該協議任何條文明確允許或Young Living視為切實可行可實施並適合公平地解決部分或全部因閣下違反該協議而造成的傷害的任何其他措施。

在Young Living調查違反該協議的任何行為期間，Young Living可扣下閣下的全部或部分獎金及佣金。如閣下的銷售組織非自願地按下文第14.3節被終止，閣下將無權追討在調查期間被扣下的任何佣金或獎金。在Young Living視為合適的情況下，Young Living可提出法律訴訟尋求金錢及/ 或衡平法之濟助。

## 13.4 覆核紀律處分

如閣下受到處分或紀律處分（暫停會員權利待查除外），可要求Young Living覆核有關處分。閣下須以書面申請覆核，且Young Living須在施行有關處分後15日內收到有關申請。如Young Living未在該15日內收到覆核申請，有關處分將成定局。覆核申請須連同所有證明文件一併提交。Young Living將覆核並重新考慮有關處分或其他紀律處分、考慮其他適當行動，並以書面通知閣下其決定。

# 14：不活躍、重新激活及註銷

## 14.1 不活躍

如閣下在任何特定月份未達到PV之要求，閣下將不會透過下線組織產生的銷售而獲得佣金或獎金。如閣下在連續12個月內購物不達最低50累積PV，閣下的帳戶將被視為不活躍，而閣下現有的下線將升級予閣下第一名之活躍上線會員。

## 14.2 重新激活

如閣下為會員而閣下的銷售組織被視為不活躍，閣下可聯絡Young Living並購買100PV之產品或購買入門套裝或其他的登記入會套裝以重新激活閣下的會員帳戶。

在重新激活帳戶時，除非閣下要求新保薦人，否則閣下將被分配到閣下先前的保薦人之下。如閣下先前的保薦人不活躍，則閣下將被分配到上一級之活躍上線會員之下。閣下將無權索回閣下不活躍時失去的下線。

## 14.3 非自願性註銷或終止

如閣下的帳戶被非自願性註銷或終止，閣下將立即失去對閣下的下線的所有權利以及其所產生的任何佣金或獎金，包括在受調查期間所產生的佣金或獎金。在此情況下，閣下將收到閣下在被調查及/ 或閣下的銷售組織被終止前最後一個完全遵守本政策及程序的完整曆月的報酬。

Young Living可全權酌情決定在發出通知後終止發生以下情況的會員的會籍：(i) 違反該協議的任何條文；(ii) 作出以任何方式破壞Young Living（或其任何高級人員、代理或僱員）、營養補充品及個人護理產品行業或直銷行業的聲譽的任何行為；或 (iii) 違反政府法律、法規、條例或任何Young Living的指引。Young Living亦可在發出通知後終止作出以下行為的會員的會籍：有關會員透過其會員的身分，針對Young Living提出Young Living全權酌情認為毫無法律基礎及事實根據的任何法律行動或法律程序，或誘導或協助任何政府機關針對Young Living提出任何此類行動。

Young Living亦可隨時因任何原因向閣下發出30天書面通知終止銷售組織。

如閣下的銷售組織被終止，閣下將收到郵件、向登記的電郵地址發送的電子郵件，或以其他交付方式送達的通知，確保通知送達至閣下記錄在案的地址。

如閣下的銷售組織被終止，閣下可在終止之日起12個曆月內再次申請成為會員。再次申請時，閣下必須向Young Living提交一封信函，列明閣下認為閣下應獲允許營運銷售組織的理由。Young Living可全權酌情決定是否批准閣下的申請。

## 14.4 自願性註銷

閣下可隨時因任何原因註銷該協議，惟必須向Young Living提供書面通知，通知中必須包括閣下的簽署、正楷姓名、會員號碼、地址、PIN及電話號碼。

如閣下自願註銷該協議，閣下可在註銷後6個月內在閣下原保薦人下成為零售客戶或與閣下原會員帳戶一樣身份的會員。此外，閣下可在註銷日期六個月後再次申請成為新保薦人下的會員。

## 14.5 註銷或終止之後果

在註銷或終止該協議之時：-

- 閣下解除作為會員的所有權利及利益，包括下線及來自下線銷售產生之所有未來佣金及獎金。
- Young Living可全權酌情決定保留閣下的銷售組織、將之出售、升級予上一級之活躍上線會員，或將之從保薦人的下線中解散並移除。
- 閣下必須即時停止表示自己為會員，並即時交還及刪除Young Living集團的所有知識產權，包括報告、下線的其他列表及聯絡資料。

# 15. 其他

## 15.1 延誤

在履行其義務時，對其可合理控制之外的情況而引致之延誤及失誤，Young Living毋須負責。此類情況包括（但不限於）天災、罷工、勞工問題、暴亂、戰爭、火災、水災、死亡、供應來源短缺或中斷、政府判令或命令等。

## 15.2 部分有效

如發現該協議任何條文（不論現時或經修訂之版本）因任何原因被視為無效或不可被強制執行，須僅分割該條文無效之部分。其餘條款及細則將持續有效，猶如該無效或不可被強制執行之條文從未成為該協議的一部分。該協議將由Young Living按符合推進Young Living的業務利益方式詮釋。

## 15.3 棄權

Young Living絕不放棄其要求閣下遵守該協議或管限業務行為的適用法律法規之權利。例如，Young Living對任何違反該協議的行為採取或不採取任何行動，不得被視為放棄任何Young Living的權利或默認此等行為。就任何會員違反該協議的行為，Young Living保留全權酌情決定採取或不採取其認為適當的任何及所有行動的權利。未有針對閣下或任何其他會員強制執行該協議的任何條文並不免除Young Living強制執行該條文或其他條文的權利。閣下於該協議下的任何責任將僅在罕有情況下獲得寬免，並且有關寬免須由Young Living授權代表以書面方式轉達。有關寬免將僅適用於該特定個案。

## 15.4 題目無實質涵義

本政策及程序中之題目及標題僅供參考，並不是該協議之實質條款。

## 15.5 獨立法律意見

閣下特此確認並承認，該協議乃從Young Living角度編製，閣下應在簽署及/ 或訂立該協議前尋求獨立法律意見。閣下亦特此確認並承認，閣下完全理解該協議的目的、性質及效力。

## 15.6 第三方權利

除下列第三方（各為「指定第三方」）根據《合約(第三者權利)條例》享有該協議利益並可強制執行該協議外，閣下或Young Living均無意向根據《合約(第三者權利)條例》執行該協議任何條款：

- (a) Young Living的繼任者或受讓人；
- (b) 根據該協議條款可成為閣下作為會員的繼承人或受讓人的任何人士；
- (c) 本政策及程序有限度地規定的Young Living集團的任何成員公司；
- (d) 本政策及程序有限度地規定的任何其他會員。

儘管有《合約(第三者權利)條例》第6(1)節的規定，除Young Living的繼承人或受讓人可更改或（如存在此等撤銷權）撤銷該協議外，該協議可在未得任何指定第三方或任何非該協議締約方的其他人士的同意情況下不時被更改或（如存在此等撤銷權）撤銷。此條文凌駕於《合約(第三者權利)條例》第6(1)節。

除上文所述外，概無其他第三方於該協議項下享有任何權利或利益。

## 15.7 通知

依據本協議發出的通知或要求，除非規定需以書面形式發出，Young Living可以口頭通知形式發出。任何向會員（包括閣下）發出之書面通知或要求，不論是按規定或由Young Living自行決定，可由Young Living以專人派遞，或以普通郵件或電郵的方式寄或發至該會員不時提供予Young Living之住址及電郵地址。閣下確認閣下提供的住址及電郵地址將會用於以上用途。

在以下之情況，可認定會員為已經收到了Young Living發出之通知或要求：(i) 如採用專人派遞，在派遞後；(ii) 如採用普通郵件，在郵寄後的2個營業日內；(iii) 如採用電郵，在發出電郵後。

本中文版僅供參考，中英文版本如有歧義，概以英文版為準。