



# Malaysia Member Agreement & Essential Rewards Enrollment Form

GF & L1, TOWER 7, AVENUE 3, BANGSAR SOUTH. NO.8, JALAN KERINCHI 59200 KUALA LUMPUR, MALAYSIA (1058616-D) (AJL 932069)

## Application Information

NAME (LAST, FIRST, MIDDLE) (REQUIRED)

NRIC OR PASSPORT NUMBER (REQUIRED)

CO-APPLICANT OR BUSINESS NAME (OPTIONAL)

NRIC OR PASSPORT NUMBER

HOME PHONE NO. (REQUIRED)

MOBILE NO. (REQUIRED)

WORK PHONE NO.

FAX NO.

PERMANENT ADDRESS (REQUIRED)

CITY

STATE

ZIP/POSTAL CODE

COUNTRY (REQUIRED)

E-MAIL

LANGUAGE PREFERENCE (REQUIRED)  ENGLISH  CHINESE  BAHASA MALAYSIA

## Shipping Information Same as above

SHIPPING ADDRESS

CITY/STATE

ZIP/POSTAL CODE

COUNTRY (REQUIRED)

Enroller (person responsible for introducing and enrolling you in YL)

Sponsor (direct upline and may also be the same as your enroller)

NAME (LAST, FIRST, MIDDLE) (REQUIRED)

NAME (LAST, FIRST, MIDDLE) (REQUIRED)

MEMBER NO. (REQUIRED)

MEMBER NO. (REQUIRED)

## I have read and agree to be bound by the terms and conditions of the Agreement (which includes this Member Agreement, the Policies and Procedures, and the Compensation Plan).

I certify that I am of legal age (18 years of age and above) and capacity and can be bound by the terms of this Agreement. I understand that I have the right to terminate my Young Living Member Agreement at any time, with or without reason, by sending written notice to the Company at the above listed address. I understand that I must purchase one of the enrollment options in order to qualify as a member and receive wholesale pricing.

## This Agreement is subject to a cooling period of ten (10) working days

By signing below, I acknowledge that I have read and agree to the terms and conditions on the back of this Agreement and that I have read and understand and will abide by the Policies and Procedures of Young Living Malaysia Sdn. Bhd.. I verify and affirm that all the information provided in this Agreement is accurate and correct. Young Living Malaysia Sdn. Bhd. reserves the right to nullify this Agreement in the event that any of the information provided by me is incorrect or inaccurate.

X \_\_\_\_\_

APPLICANT SIGNATURE (REQUIRED)

DATE

X \_\_\_\_\_

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

DATE

## Enrollment Options (select one)

- 5465515 PREMIUM STARTER KIT WITH ARIA RM1,170 / 100 PV  546751 PREMIUM STARTER KIT WITH NINGXIA RM767 / 100 PV  5480515 BASIC PLUS STARTER KIT RM357 / 0 PV
- 23102 PREMIUM STARTER KIT WITH DESERT MIST RM713 / 100 PV  5466515 PREMIUM STARTER KIT WITH THIEVES® RM713 / 100 PV  5460515 BASIC STARTER KIT RM200 / 0 PV
- 5463515 PREMIUM STARTER KIT WITH DEWDROP RM713 / 100 PV

## Essential Rewards Program (Choose any preferred date from the 1st to 25th)

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

## Essential Rewards Order

Item No.	Description	Qty.	Price	Total

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

X \_\_\_\_\_  
SIGNATURE DATE

ORDER PROCESSING DATE (1ST - 25TH)

## Payment Method (Selected method will be used for enrollment order and/or monthly Essential Rewards orders as applicable.)

SELECT PAYMENT METHOD:  VISA  MASTER CARD

\_\_\_\_\_  
CREDIT CARD NO.

\_\_\_\_\_  
EXPIRATION DATE

X \_\_\_\_\_  
CARDHOLDER'S SIGNATURE CREDIT CARD BILLING ADDRESS

Young Living Malaysia Sdn. Bhd. is a registered data user under the Personal Data Protection Act 2010. It is acknowledged that personal data collected and processed is obtained voluntarily and with your consent. For further information, please refer to Young Living Malaysia's Policies and Procedures.

WHITE - YOUNG LIVING COPY  
YELLOW - NEW CUSTOMER COPY  
PINK - SPONSOR COPY

This Member Agreement is between you, the undersigned Applicant, and Young Living Malaysia Sdn. Bhd. (Company Registration No: 1058616-D), hereafter known as "Young Living."

## 1. Enrolling as a Young Living Member

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

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

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

By completing and submitting this Member Agreement, you acknowledge and agree that you have not been terminated as Young Living member within the last six month and that you have no financial interest in another members account, unless that interest is permitted under the Policies and Procedures or is approved of in writing by Young Living.

## 2. Member Rights

Subject to Young Living's acceptance of this Member Agreement, Young Living grants you the right to:

- purchase Young Living products at wholesale prices;
- offer for sale Young Living's products and services; and
- sponsor new Young Living members, in accordance with terms of the Policies and Procedures.

## 3. Enrollment Kit

To enroll as a member and receive wholesale pricing, you are required to purchase a Young Living Starter Kit. The Starter Kits contain materials designed to familiarize you with Young Living's products, services, sales techniques, sales aids, and other training materials. Young Living will repurchase resalable kits from you if you terminate this Member Agreement pursuant to the terms of the Policies and Procedures.

## 4. Independent Contractor Status

You acknowledge and agree that as a Young Living member you will:

- be an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Young Living;
- not be treated as an employee for your services or for Federal or State tax purposes;
- have no authority, either expressed or implied, to bind Young Living to any obligation;
- not be granted an exclusive territory, nor required to pay franchise fees;
- be responsible for paying local, state, and federal taxes due from all compensation you earn as a member;
- be responsible for paying the costs of your business including travel, entertainment, office, clerical, legal, equipment, accounting, license fees, insurance premiums, and general expenses, without advances, reimbursements or guarantees from Young Living; and
- be subject to entrepreneurial risk and responsible for all losses that you incur as a member.

## Policies and Procedures & Compensation Plan

You acknowledge and agree you have carefully read and agree to comply with the Policies and Procedures and the Compensation Plan, both of which are incorporated into and made a part of this Member Agreement (collectively referred to as the "Agreement").

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

## 5. Marketing of Products and Services

You agree to promote the sale of Young Living products in accordance with the terms and conditions outlined in the Policies and Procedures.

You understand and agree that in order to receive compensation based on the Compensation Plan you must meet all requirements outlined in that plan and not be in violation of the terms of the Agreement.

## 6. Termination

This Member Agreement will be effective until you voluntarily cancel the Agreement, your account becomes inactive, or Young Living terminates your member account, as outlined in the Policies and Procedures.

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

## 7. Assignment

This Member Agreement cannot be sold or assigned without the written approval of Young Living. All permitted successors in interest or assigns must comply with all terms of this Member Agreement. Young Living may assign the Agreement at any time.

## 8. Indemnification

You agree to indemnify and hold harmless Young Living, its officers, managers, members directors, employees, and agents against any liability, claims, obligations, expenses (including attorney's fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, your activities as a member including, without limitation, any unauthorized representations or claims made by you; breach of the terms of this Agreement; or violation of or failure to comply with any applicable federal, state, or local law or regulation.

## 9. Jurisdiction and Choice of Law

This Agreement shall be governed by interpreted and construed in accordance with the laws of Malaysia. Any legal action concerning this Agreement shall be brought in the courts located in Malaysia.

## 10. Miscellaneous

In the event any court of competent jurisdiction will declare any portion of the Agreement to be invalid, the remainder of the Agreement will not be invalidated thereby but will remain in full force and effect.

## 11. Entire Agreement

The Agreement, which may be amended from time to time, constitutes the entire agreement between you and Young Living and supersedes all prior agreements, and no other promises, representations, guarantees, or agreements of any kind will be valid unless in writing and signed by both parties. Only an instrument in writing signed by all parties may modify this Agreement unless otherwise provided for in this Agreement.

## 12. Remedies for Breach

You agree that any breach by you of the Agreement will immediately and irreparably harm Young Living and cannot be made whole solely by monetary damages. You agree that the remedy at law for any breach of any provision of the Agreement will be inadequate; and that in addition to any other remedies, in law or in equity it may have, Young Living will be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of the Agreement and/or to compel specific performance of the Agreement.

## Essential Rewards Agreement

This Essential Rewards Agreement is between you, the undersigned Applicant, and Young Living Malaysia Sdn Bhd ("Young Living"). By signing this agreement, you agree to the following:

- 1. Enrollment.** You may enroll in the Essential Rewards program online at [www.youngliving.com](http://www.youngliving.com) or by contacting the Member Services Department using the contact information listed below. If you enroll over the phone, you must send a copy of this agreement to Member Services within 30 days of your enrollment. Failure to do so may result in the cancellation of your Essential Rewards membership and this agreement.  
Member Services  
Address: Ground Floor, Tower 7, Avenue 3, Bangsar South. No.8, Jalan Kerinchi Kuala Lumpur, Malaysia 59200  
Phone: Toll Free: 1800 189 889 | Phone: 603 2714 8714 | Fax: 603 2280 1002  
Email: [custservmy@youngliving.com](mailto:custservmy@youngliving.com)
- 2. Monthly Ordering.** You agree to place a minimum order of 100 PV (personal volume) in Young Living products to be sent to you or a Young Living Will Call location for pickup each month. Essential Rewards orders will replace any existing monthly order placed on your account. The products that you select will continue to be sent to the address listed every month as you have indicated, unless you make changes to your product selection via the Young Living Virtual Office at [www.youngliving.com](http://www.youngliving.com) or by calling Member Services.
- 3. Reduced Shipping.** Essential Rewards members get reduced shipping rates. Current Essential Rewards order shipping prices are maintained on the Virtual Office at [https://www.youngliving.com/en\\_MY](https://www.youngliving.com/en_MY). Shipping rates and discounts are subject to change without notice.
- 4. Essential Rewards Points.** Each month in which you purchase at least 100 PV of product via the Essential Rewards program, you will receive Essential Rewards points (herein "Points"). Points are awarded based on the amount of PV of your Essential Rewards order and the number of months that you have consecutively participated in the Essential Rewards program, based on the following schedule

- a. First three consecutive months of participation: 10% of Essential Rewards order's PV
- b. Second twenty consecutive months of participation (months 4 -24): 20% of Essential Rewards order's PV
- c. Twenty fifth month and beyond: 25% of Essential Rewards order's PV

Young Living, in its sole discretion, reserves the right to modify the point calculation schedule without notice and for any reason. A current version of the point calculation schedule is posted on the Young Living Virtual Office.

- 5. Grace Month.** As of 1 November 2016, the option for grace month will no longer be available. Members will not be able to request this through Member Services. If a member misses a month, they will lose their ER points and have to start over with the loyalty gift qualification. Any previously earned gifts will not be available during requalification. Rewards points will be reset to 10%.
- 6. Redeeming Points.** Points are redeemable after two consecutive months of participation and are valid toward full PV products only. Points are generally equal to one wholesale dollar and may not be used toward shipping and taxes. While there is no limit to the number of points that can be earned on a monthly basis, a maximum of 375 points may be redeemed per month. Products purchased with Essential Rewards points are not eligible for personal or organizational volume. Points may be redeemed by contacting Member Services.
- 7. Automatic Payment.** You authorize Young Living Essential Oils to debit your selected payment method to cover your autoship order, including the ordered products, shipping and handling, and sales tax. You acknowledge that first-time direct-debiting-arrangement (ACH) user's orders will be held for five days or until payment clears.
- 8. Payment Method.** You agree to provide and maintain a valid method of payment on your member account. Valid payment methods include a Visa, MasterCard, or Debit card number (along with the card's expiration date) or the required information to set up an ACH on your personal Malaysia checking or savings account on the date identified.
- 9. Product Availability.** Specific products you have chosen to purchase through the Essential Rewards program may become unavailable. In such situations, Young Living will attempt to notify you of the change and will continue to send the remaining items. It is your responsibility to verify that the products in your order are available when shipped. You are responsible for maintaining your qualifying PV.
- 10. Product Pricing.** The price of the specific products you have chosen may change due to reformulations, improvements, or other reasons. When such price changes occur, Young Living will notify you of any pricing changes and, unless directed otherwise, will continue to send the products specified at the new price.
- 11. Order Cancellations and Returns.** Products you returned because of your failure to update your Essential Rewards order will be charged a 25% restocking fee. Cancellation or return of any Essential Rewards order forfeits all unused Essential Rewards points and resets your monthly participation in the program to zero. For product and inventory returns, you may refer to Section 11.1 and 11.2 of the Policies and Procedures for more details.
- 12. Cancellation.** To voluntarily cancel your Essential Rewards enrollment, you must contact Member Services. If you do not notify Member Services, your Essential Rewards order will continue to be shipped and your payment method charged. Your participation in the Essential Rewards program will be involuntarily cancelled without notice if the credit card to which product purchases have been charged expires, is declined, is cancelled, or is otherwise terminated. Cancellation for any reason forfeits all unused Essential Rewards points and resets your monthly participation in the program to zero.
- 13. Miscellaneous.** In the event any court of competent jurisdiction declares any portion of the Agreement to be invalid, the remainder of the Agreement will not be invalidated thereby but will remain in full force and effect. The Agreement constitutes the entire agreement between you and Young Living and supersedes all prior agreements; and no other promises, representations, guarantees, or agreements of any kind will be valid unless in writing and signed by both parties.

## Notice of Right to Cancel

Date of Transaction: \_\_\_\_\_

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to: Ground Floor, Tower 7, Avenue 3, Bangsar South. No.8, Jalan Kerinchi 59200 Kuala Lumpur, Malaysia or via email at [custservmy@youngliving.com](mailto:custservmy@youngliving.com)**

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature

Date: