

Malaysia Member Agreement 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)

☐ **35267** Premium Experience Kit With Aria Ultrasonic Diffuser RM1,200.00/100PV

☐ **35275** Premium Experience Kit With Lantern Ultrasonic Diffuser RM755.00/100PV

☐ **35250** Premium Experience Kit With Desert Mist Ultrasonic Diffuser RM700.00/100PV

☐ **36861** Premium Experience Kit With Sweet Aroma Ultrasonic Diffuser RM675.00/100PV

☐ **35277** Premium Experience Kit With Feather The Owl Kids Ultrasonic Diffuser RM700.00/100PV

☐ **37499** BLOOM Into A Radiant You Starter Kit RM968.00/100PV

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). 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 PremEX Kit. The PremEX 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Notice of Right to Cancel

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within TEN WORKING 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 WORKING 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: GF & L1, Tower 7, Avenue 3, Bangsar South. No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia or via email to custservmy@youngliving.com

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____ Date _____