



*Member Agreement +
Essential Rewards
Enrollment Form (Malaysia)*

CUSTOMER SERVICE
OFFICE: +603 2280 1000
FAX: +603 2280 1002
E-MAIL: custservmy@youngliving.com
COMPANY REGISTRATION NO: 1058616-D
DIRECT SELLING NO: AJL 932069
GST NO: 000368009216

MEMBER NUMBER: _____

DATE OF ENROLLMENT: _____

Application Information

Full Name as per NRIC/Passport (required)		NRIC No. / Passport No.*	
Nationality		Income Tax Reference No.*	
Co-Applicant Full Name as per NRIC/Passport (required)		NRIC No. / Passport No.	
Nationality		Income Tax Reference No.	
Permanent Address		ZIP/Postal Code	Country
Home telephone no. (required)	Business telephone no.	Mobile no.	Facsimile no.
E-Mail	Date of birth	Age	Gender: M/F
*Please provide a copy of NRIC/Passport		Marital Status:	

Delivery Information (This order will be delivered to the address as stated below after the expiry of the cooling-off period) Same as above Y / N

Delivery Address	Zip/Postal code	Country (required)
------------------	-----------------	--------------------

Delivery Preference

Collection at Young Living office ("Will Call") For Delivery

Address Young Living Malaysia S/B
GF & L1, Tower 7, Avenue 3, Bangsar South
No.8 Jalan Kerinchi, 59200 Kuala Lumpur

Enroller (person responsible for introducing and enrolling you in Young Living Malaysia Sdn. Bhd.) **Sponsor** (direct upline and may also be the same as your enroller)

Full Name as per NRIC / Passport (required)	Full Name as per NRIC / Passport (required)
Member no. (required)	Member no. (required)

Electronic Funds Transfer for Bonus Payout

Bank Name	Branch Name	Branch Code
Account No.	Account Holder	

THIS AGREEMENT IS SUBJECT TO A COOLING-OFF 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. I am also aware that I must purchase one of the enrollment options below in order to receive wholesale pricing.

x Applicant signature (required) _____ Date _____

x Co-applicant signature (required) _____ Date _____

Essential Rewards Program (Choose any day from the 1st to the 27th)

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 deliver your Essential Rewards order every month on the day you selected. If that date is unavailable, your order will be delivered 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 (required)** _____

Credit card details
Credit Card No : _____
Issuing Bank: _____ Exp date : _____

Product Description

	Quantity	Unit Price(RM)	Total (RM)
<input type="checkbox"/> 4670515 BASIC STARTER KIT		100 RM	
		Subtotal (RM)	
		Delivery (RM)	
		Grand Total (RM)	

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.

KINDLY ATTACH THE PAYMENT METHOD UPON SUBMISSION OF YOUR ENROLLMENT FORM

WHITE-YOUNG LIVING COPY
CANARY-NEW CUSTOMER COPY
PINK-SPONSER COPY

ITEM NO. 3864515 v.1

DISTRIBUTOR AGREEMENT

This Distributor Agreement is hereby entered into between the Applicant signed on the front side of this Distributor Agreement and Young Living Malaysia Sdn. Bhd. (Company Registration No.: 1058616-D) having its registered office at GF & 1st Floor, Tower 7, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200, Kuala Lumpur, Malaysia, hereafter known as "YL".

- 1) The Applicant hereby applies to be an Independent Distributor in the YL distribution program. If this application is approved by YL, the Applicant agrees to comply with by the terms of this Distributor Agreement, Policies and Procedures, and Compensation Plan (collectively referred to as "Agreement") as each is amended from time to time by YL. The Applicant confirms that he/she is of legal age (18 years of age and above) and capacity and can be bound by the terms of this Agreement. The Applicant further confirms that he/she is not currently a YL distributor nor has he/she been a YL distributor during the twelve (12) months preceding the date of this Agreement.
- 2) YL may approve or reject this application at its sole discretion and for any reason in accordance with YL Policies and Procedures in effect now or in the future. The approval of this application by YL is an authorization for the Applicant to be a YL distributor and to sell YL products. This Agreement to be a YL distributor and to sell YL products will continue until terminated as follows:
 - a) the Applicant cancels this Agreement by giving a written notice to YL within the ten (10) working days cooling off period commencing from the date of this Distributor Agreement
 - b) the Applicant terminates this Agreement by giving a written notification to YL;
 - c) the Applicant's account becomes inactive. Accounts are considered inactive when less than 50 PV are purchased or sold within a twelve (12) month period; or
 - d) YL terminates this Agreement because of a violation by the Applicant of the terms of this Distributor Agreement, Compensation Plan, or Policies and Procedures.; or
 - e) YL terminates this Agreement because the Applicant breaches or fails to comply with any applicable laws and regulations in Malaysia, including the Direct Sales and Anti-Pyramid Scheme Act 1993.
- 3) Immediately upon termination of this Agreement, the Applicant shall:
 - a) lose all rights to purchase products from YL at distributor's cost;
 - b) cease from representing himself/herself as a distributor of YL;
 - c) lose all rights to his/her distributorship and his/her participation in the compensation plan, including all future commissions and earnings resulting therefrom, shall terminate; and
 - d) take all other actions reasonably required by YL, including the discontinuance of YL's trademarks and service marks.
- 4) This Agreement does not establish an agency, joint venture, or employer/employee relationship between YL and the Applicant. Applicant and YL agree that this Agreement does not create a fiduciary relationship between them. The Applicant acknowledges that he/she is an independent contractor and is not a spokesperson, legal representative, or employee of YL. The Applicant acknowledges that he/she cannot obligate or otherwise bind YL to any agreement or duty. The Applicant shall not be treated as an employee, agent, franchise, joint venture, partner, or owner of YL for all purposes including for tax and/or employment purposes under applicable laws and regulations of Malaysia. The Applicant undertakes and agrees to assume the responsibility for all taxes coming due or arising from his/her activities as a YL distributor. In addition, Applicant agrees to abide by all applicable laws and regulations in Malaysia pertaining to the sale and distribution of YL products, including the filing of any documents or forms. The Applicant indemnifies and agrees to hold harmless YL, its officers, directors, employees, and agents against any liability, claims, obligations, expenses (including attorney fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, Applicant's:
 - a) activities as a distributor including, without limitation, any unauthorized representations or claims made by Applicant;
 - b) breach of any of the terms of this Distributor Agreement, Policies and Procedures, or Compensation Plan; or
 - c) violation of or failure to comply with any applicable federal, state, local law or regulation in Malaysia.
- 5) The Applicant may sponsor others as YL distributors, or retail customers, and Applicant agrees and undertakes to adhere to the Policies and Procedures of YL, the Direct Sales and Anti-Pyramid Scheme Act 1993 and any other applicable laws and regulations in Malaysia relating thereto. Applicant also agrees not to make ANY claims regarding the amount of potential earnings. The Applicant agrees not to make ANY claims that state or imply that earnings can be based on the sole activity of sponsoring other YL Members as no compensation is paid for sponsoring. The Applicant further agrees not to make ANY claims that state or imply that YL Members have exclusive territories.
- 6) The Applicant undertakes and agrees that when marketing the products of YL:
 - a) not to make diagnoses of medical conditions;
 - b) not to make claims that YL products will prevent, treat, cure, or mitigate any disease or disease condition in humans or animals;
 - c) not to issue any brochure, leaflet, or promotional materials other than those issued by YL;
 - d) not to use pictures, graphic displays, written materials, or make any claims about YL products not contained in YL sales and promotional literature or labels approved by YL; and
 - e) not to make any claims about YL products that can be construed as a drug or health claim.
- 7) The Young Living compensation plan is based upon the sale of Young Living products and services to end consumers. You must fulfill specified personal and downline organization sales requirements (as well as meet other responsibilities set forth in the Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievement.
- 8) The Applicant must also pay for the products or services he/she purchases when the order is placed. If Applicant fails to pay for the products or services when placing an order, the order will not be processed. In the event that the Applicant chooses to terminate this Agreement by giving a written notice to YL within the ten (10) working days cooling off period, any payment made by the Applicant will be refunded to the Applicant.
- 9) The Applicant acknowledges that YL product names, as well as the YL corporate name and logos, are the exclusive property of YL at all times. The Applicant agrees not to use trademarks, the YL product names, corporate name, or logos to promote his/her independent business or any other purpose without obtaining a prior written authorization from YL. The Applicant further acknowledges that its customer lists, distributor lists, manufacturing procedures, formulas, operating, financial and marketing materials, YL genealogy reports, Policies and Procedures, and Compensation Plan are YL proprietary property and contain confidential business information and trade secrets. During the term of this Agreement or thereafter, the Applicant agrees not to use such materials and information except to develop his/her YL business pursuant to this Agreement. The Applicant agrees not to disclose the information contained in those reports to third parties or to recruit, solicit, or otherwise engage other YL members to participate in other business ventures.
- 10) The Applicant acknowledges that YL is not liable for any damages or losses caused by

the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, or from any other causes that are beyond the control of YL.

- 11) This Agreement cannot be sold or assigned to any third party without the written approval of YL. All permitted successors in interest or assigns must comply with all terms of this Agreement. YL may assign this Agreement at any time by giving a written notice to the Applicant.
- 12) 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. In the event that any court of competent jurisdiction shall declare any portion of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated thereby but shall remain in full force and effect.
- 13) This Distributor Agreement, the Policies and Procedures, and the Compensation Plan (all of which are incorporated herein by reference and which may be amended from time to time at YL discretion) constitute the entire agreement between Applicant and YL, supersede all prior agreements, and no other promises, representations, guarantees, or agreements of any kind shall 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.
- 14) The waiver by the Applicant or YL of a breach of any provision of this Agreement shall not be considered to be a continuing waiver and shall not operate or be construed as a waiver of any subsequent breach by either party. Waiver of any term of the Policies and Procedures must be in writing and signed by an authorized officer of YL.
- 15) The covenants and obligations of Applicant to abide by the non-solicitation, the trade secrets, and confidential information covenants contained herein shall survive for six (6) years after the termination of this Agreement. Pursuant to Section 6 of the Limitation Act 1953, actions of contract and tort, shall not be brought after the expiration of 6 years from the date on which the cause of action accrued. Therefore, it is a common practice to provide a 6 years' time period for the survival of an agreement after termination of the same.
- 16) The Applicant agrees that upon a breach of this Agreement that YL will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Applicant agrees that the remedy at law for any breach of any provision of this Agreement shall be inadequate; and that in addition to any other remedies, in law or in equity it may have, YL shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

ESSENTIAL REWARDS AGREEMENT

This is an agreement through which Independent Distributors of Young Living Essential Oils may participate in the Essential Rewards programme.

PARTICIPANTS ENJOY THE FOLLOWING BENEFITS:

Essential Rewards credits: Credits may be earned on each Essential Reward order placed. These credits may be redeemed for free products. Credits are earned with each consecutive month of participation.

First three consecutive months of participation: 10% of Essential Rewards order

Second twenty one consecutive months (months 4-24) of participation: 20% of Essential Rewards order

Twenty fifth month and beyond: 25% of Essential Rewards order

Credits are redeemable after two consecutive months of participation and are valid toward full PV products only (excluding Essential Reward Packs). The credits are generally equal to one PV and may not be used towards shipping and taxes. Products purchased with ER credits have no Personal or Organizational Volume.

Credits may be redeemed by contacting Customer Care Department (CCD) at +603 2280 1000

Additional Benefits: Essential Rewards members will also be eligible to participate in "members only" specials.

TERMS OF PARTICIPATION

By participating in Essential Rewards, you place a continuing order to be shipped on a monthly basis and charged to your payment method of choice on a recurring, monthly basis. By signing this ER program agreement, you agree to the following terms and conditions:

1. I may enroll via www.youngliving.com/en_MY, by contacting CCD, or by faxing this signed agreement to +603 2280 1002. If I enroll with CCD, I must also fax or mail a copy of this agreement to +603 2280 1002 within thirty (30) days of enrollment in the program.
2. I will select a minimum of 100 PV (Personal Volume) in YL products that I desire to receive every month.
3. I will provide a valid form of payment, such as a VISA or Master card number along with the card's expiration date. I authorize YL to debit my selected payment method to cover my ER order. This is to include the products ordered, shipping and handling, and general sales tax.
4. I understand and agree that the products selected will be sent to me at the address listed every month as I have indicated unless I make changes to my product selection via Young Living Virtual Office or Customer Care Department.
5. I understand that specific products which I have chosen to receive may become unavailable. In such situations, YL will attempt to notify me of the change and will continue to send me the remaining items.
6. I understand that the price of the specific products which I have chosen may change due to reformulations, improvements, or other reasons. When such price changes occur, YL will notify me of any pricing changes and, unless I direct them to do otherwise, will continue to send me the products specified at the current price.
7. I understand and agree that my participation in the Essential Rewards program will be cancelled without notice if the credit card to which product purchases have been charged expires, is declined, is cancelled, or is otherwise terminated.
8. I understand and accept that this agreement may be cancelled without notice if I violate any of the terms and conditions of this agreement or the Distributor Agreement.
9. I understand that I must contact Customer Care Department at +603 2280 1000 to cancel my Essential Rewards order. If I do not notify YL, my Essential Rewards order will continue to be shipped and my payment method charged.
10. Cancellation or return of any Essential Rewards order forfeits all unused Essential Rewards product credits and resets the monthly participation in the program to zero.