

SINGAPORE BRAND PARTNER AGREEMENT & ENROLLMENT FORM



(FOR OFFICIAL USE)

BRAND PARTNER NO.

DATE OF ENROLLMENT

DD / MM / YY

APPLICATION INFORMATION

NAME (FIRST, MIDDLE, LAST) (REQUIRED)

DATE OF BIRTH (REQUIRED)

DD / MM / YY

CO-APPLICANT OR COMPANY NAME (OPTIONAL)

DATE OF BIRTH (OPTIONAL)

DD / MM / YY

MOBILE NO. (REQUIRED)

HOME TELEPHONE NO.

E-MAIL (REQUIRED)

HOME ADDRESS (REQUIRED)

POSTAL CODE (REQUIRED)

COUNTRY (REQUIRED)

SHIPPING ADDRESS (PLEASE FILL IN IF DIFFERENT FROM HOME ADDRESS)

POSTAL CODE

COUNTRY

SPONSOR (DIRECT SUPPORT TEAM BRAND PARTNER AND MAIN SUPPORT. THE SPONSOR MAY ALSO BE THE ENROLLER.)

NAME (FIRST, MIDDLE, LAST) (REQUIRED)

SPONSOR NO. (REQUIRED)

ENROLLER (PERSON RESPONSIBLE FOR PERSONALLY INTRODUCING A NEW BRAND PARTNER OR CUSTOMER TO YOUNG LIVING)

NAME (FIRST, MIDDLE, LAST) (REQUIRED)

ENROLLER NO. (REQUIRED)

ENROLLMENT OPTIONS ☐ *ESSENTIAL REWARDS ☐ SHOP ORDER

(SELECT ONE)

☐ 35254 PREMIUM EXPERIENCE BUNDLE WITH DESERT MIST \$254.68 / 100PV

☐ 35265 PREMIUM EXPERIENCE BUNDLE WITH DEWDROP \$254.68 / 100PV

☐ 39239 PREMIUM EXPERIENCE BUNDLE WITH FEATHER \$254.68 / 100PV

☐ 36852 PREMIUM EXPERIENCE BUNDLE WITH LANTERN \$275.05 / 100PV

☐ 46775 PREMIUM EXPERIENCE BUNDLE WITH WANDERFUL \$254.68 / 100PV

☐ 43027 PREMIUM EXPERIENCE BUNDLE WITH NINGXIA RED \$244.49 / 100PV

☐ CUSTOMISED ENROLLMENT ORDER FROM 100PV.

Speak to Member Services Specialists for more information.

* A separate order form is required to set up Essential Rewards for next month.

I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT ON PAGE 2 (WHICH INCLUDES THIS BRAND PARTNER AGREEMENT, THE POLICIES AND PROCEDURES, AND THE COMPENSATION PLAN).

I certify that I am above 18 years old and legally able to enter into the Agreement and agree to be bound by and is liable to the terms and conditions in this Agreement. I understand that I have the right to terminate my Young Living Brand Partner Agreement at any time, with or without reason, by sending written notice to the Company. I understand that I must purchase one of the enrollment options in order to qualify as a member and receive wholesale pricing.

☐ **ESSENTIAL REWARDS PROGRAM (OPTIONAL)** Please refer to Essential Rewards Agreement on page 2.

☒ **APPLICANT SIGNATURE & DATE**
(REQUIRED)

☒ **CO-APPLICANT SIGNATURE & DATE**
(ONLY REQUIRED IF APPLICATION HAS A CO-APPLICANT)

SHIPPING AND HANDLING FEES

☐ **STANDARD ORDER:**

0KG TO 2KG - \$S\$9.81^

2KG TO 3KG - \$S\$10.90^

3KG & ABOVE - \$S\$11.99^

☐ **ESSENTIAL REWARDS ORDER:**

FIXED RATE - \$S\$6.54^

☐ **COLLECT FROM EXPERIENCE CENTRE**

(FREE. COLLECT WITHIN 2 BUSINESS DAYS)

^9% GST included

WHITE - YOUNG LIVING COPY | YELLOW - NEW CUSTOMER COPY | PINK - SPONSOR COPY
www.youngliving.com/en_SG | HOTLINE: (65) 6911 0211 | EMAIL: custservsingapore@youngliving.com

BRAND PARTNER AGREEMENT

This Agreement is hereby entered into between the Applicant signed on the front side of this Agreement and Young Living Singapore Pte. Ltd., hereafter known as "YL".

- Applicant hereby applies to be an Independent Brand Partner in the Young Living Singapore Pte. Ltd. (YL) distribution program. If this application is approved by YL, the Applicant agrees to the terms of this Brand Partner Agreement, Policies and Procedures, and Compensation Plan (Agreement), as each is amended from time to time. Applicant confirms that he/she is of legal age and capacity and can be bound by the terms of this Agreement. Applicant further confirms that he/she is not currently a YL Brand Partner.
- 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. Approval of this application by YL is authorisation for Applicant to be a Brand Partner and to sell YL products. The Agreement to be a Brand Partner and to sell YL products will continue until terminated as follows:
 - Applicant cancels Agreement by written notification to YL;
 - Applicant's account becomes inactive. Accounts are considered inactive when less than 50 PV is purchased within a twelve-month period; or
 - YL terminates the Agreement because of a violation of the terms of the Agreement, compensation plan, or Policies and Procedures. The compensation plan and Policies and Procedures may be modified from time to time by YL, and Applicant agrees to be bound by such changes.
- Immediately upon termination or nonrenewal of this Agreement, Applicant shall:
 - Lose all rights to purchase products from YL at Brand Partner cost;
 - Cease from representing himself/herself as a Brand Partner of YL;
 - Lose all rights to his/her Brand Partnership and his/her participation in the compensation plan, including all future commissions and earnings resulting therefrom, shall terminate; and
 - Take all other actions reasonably required by YL, including the discontinuance of YL's trademarks and service marks.
- This Agreement does not establish an agency, joint venture, or employer/employee relationship. Applicant and YL agree that this Agreement does not create a fiduciary relationship between them. Applicant acknowledges that he/she is an independent contractor and is not a spokesperson, legal representative, or employee of YL. Applicant acknowledges that he/she cannot obligate or otherwise bind YL to any agreement or duty. Applicant shall not be treated as an employee, agent, franchise, joint venture, partner, or owner of YL for federal or state tax purposes. Applicant agrees to assume the responsibility for all taxes coming due or arising from his/her activities as a YL Brand Partner, including, but not limited to, sales tax, state and federal income tax, FICA and Medicare withholdings, or general Singaporean equivalent and unemployment tax. In addition, Applicant agrees to abide by all state and federal laws pertaining to the sale and distribution of YL products, including the filing of any documents or forms. 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:
 - activities as a Brand Partner including, without limitation, any unauthorised representations or claims made by Applicant;
 - breach of the terms of this Agreement, Policies and Procedures manual, or compensation plan; or
 - violation of or failure to comply with any applicable federal, state, or local law or regulation.
- YL authorises Applicant to sponsor others as YL Brand Partners, or retail customers in accordance with Policies and Procedures. Applicant agrees not to make ANY claims regarding the amount of potential earnings. Applicant agrees not to make ANY claims that state or imply that earnings can be based on the sole activity of sponsoring other YL Brand Partners as no compensation is paid for sponsoring. Applicant further agrees not to make ANY claims that state or imply that YL Brand Partners have exclusive territories.
- All YL products purchased by Applicant are subject to the warranties and disclaimers applicable to these products at the time of purchase. Applicant acknowledges and agrees that when marketing the products:
 - Not to make diagnoses of medical conditions;
 - Not to make claims that YL products will prevent, treat, cure, or mitigate any disease or disease condition in humans or animals;
 - Not to use pictures, graphic displays, written materials, or make any claims about YL products not contained in YL sales and promotional literature approved by YL; and
 - Not to make any claims about YL products that can be construed as a drug or health claim.
- The YL compensation plan is based upon the sale of YL products and services to end consumers. You must fulfill specified personal and Team organisation 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.
- 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.
- Applicant acknowledges that YL product names, as well as the YL corporate name and logos, are the exclusive property of YL. 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 written authorisation from YL. Applicant further acknowledges that its customer lists, Brand Partner lists, manufacturing procedures, formulas, operating, financial and marketing materials, YL genealogy reports, Policies and Procedures manual, and compensation plan are YL proprietary property and contain confidential business information and trade secrets. During the term of the Agreement and for a period of 12 months after cancellation or termination thereafter, Applicant agrees not to use such materials and information except to develop his/her YL business pursuant to this Agreement and not to compete with YL. Applicant agrees not to disclose the information contained in those reports to third parties or to recruit, solicit, or otherwise engage other YL Brand Partners to participate in other business ventures.
- 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.
- By signing this agreement, you give consent to have your personal data collected and used by YL. We are committed to keeping your personal information secure and will use all reasonable precautions to protect it from interference, loss, misuse, or unauthorised modification. YL collects personal information to provide the various products and services offered in connection with the YL business and to assist Brand Partners to operate their business. YL may also use your personal

information for purposes including without limitation, research and statistical analysis, marketing, and business analysis. YL will never sell, rent, or trade your personal information. We may disclose some personal information to related companies and third party service providers. In these cases, YL requires related and unrelated third parties to whom your personal information is disclosed to keep the information confidential and only use it for the same purposes we are permitted to use it.

- This Agreement cannot be sold or assigned 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.
- This Agreement shall be interpreted and construed in accordance with the laws of Singapore applicable to contracts to be performed therein. Any legal action concerning this Agreement shall be brought in the courts located in Singapore. In the event 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.
- This Agreement, the Policies and Procedures, and the compensation plan (all of which are incorporated and 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.
- The waiver by 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 authorised officer of YL.
- The covenants and obligations of Applicant to abide by the nonsolicitation, the trade secrets, and confidential information covenants contained herein shall survive termination of this Agreement.
- 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 Brand Partners of YL may participate in the Essential Rewards (ER) programme.

Participants enjoy the following benefits:

ER points: Points may be earned on each ER order placed. These points may be redeemed for free products. Points are earned with each consecutive month of participation.

First 3 consecutive months of participation: 10% of ER order

4th to 24th consecutive months of participation: 20% of ER order

25th month and beyond: 25% of ER order

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

Points may be redeemed through Virtual Office at <https://bit.ly/ylsgvo>.

Additional ER Benefits: ER Brand Partners will also be eligible to participate in "ER Brand Partners only" specials and other perks.

TERMS OF PARTICIPATION

By participating in ER, 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:

- I may enroll via www.youngliving.com/en_SG, by contacting Brand Partner Services, or by emailing to custservsingapore@youngliving.com. If I enroll through Brand Partner Services, I must also email a copy of this agreement within thirty (30) days of enrollment in the program.
- I will select a minimum of 100 PV (Personal Volume) in YL products that I desire to receive every month.
- I will provide a valid form of payment, such as a VISA or Mastercard number along with the card's expiration date. I authorise 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.
- 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 YL Virtual Office or Brand Partner Services.
- 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.
- 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.
- I understand and agree that my participation in the ER 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.
- 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 Brand Partner Agreement.
- I understand that I must contact Brand Partner Services at +65 6911 0211 to cancel my ER order. If I do not notify YL, my ER order will continue to be shipped and my payment method charged.
- Cancellation or return of any ER order forfeits all unused ER points and resets the monthly participation in the program to zero.