

U.S. Brand Partner Agreement



This U.S. Brand Partner Agreement (the “Brand Partner Agreement”) is between you, the undersigned, and Young Living Essential Oils, LC, a Utah limited-liability company (“Young Living”).

1. Enrolling as a Young Living Brand Partner

By completing and submitting this Brand Partner Agreement, you hereby apply to be a Young Living independent brand partner (a “Brand Partner”). Young Living may reject your application and this Brand Partner Agreement for any reason. However, Young Living may accept your application and this Brand Partner Agreement by creating a computer record of your Brand Partner account and granting you status as a Brand Partner.

To become a Brand Partner you must (i) submit a completed application, and (ii) purchase a Business Essentials Kit within 30 days of the date of your submitted application. You may submit your application electronically through the official Young Living website (YoungLiving.com) or by submitting a fully executed paper copy of this Brand Partner Agreement by mail or fax. If you submit your application online, you will not need to submit a paper application. If you have a sponsor, your sponsor may assist you in submitting your application but you must personally review and agree to the following documents, which collectively constitute the “Agreement”:

- (a) This Brand Partner Agreement
- (b) The U.S. Policies and Procedures for Young Living Independent Brand Partners and Professional Account Customers (hereafter simply the “Policies and Procedures”)
- (c) The Young Living U.S. Privacy Policy
- (d) The Young Living Compensation Plan Highlights
- (e) The Young Living Terms and Definitions for the Compensation Plan (which together with the Young Living Compensation Plan Highlights constitutes the “Compensation Plan”).

If you elect to submit your application by sending a paper copy of this Brand Partner Agreement, Young Living, in its sole and absolute discretion, may accept your application and grant you Brand Partner status by creating a computer record of your Brand Partner account. If Young Living accepts your application and grants you status as a Brand Partner, you are still required to personally review and agree to the other documents comprising the Agreement. If Young Living does not receive your acceptance of all documents comprising the Agreement within 30 days of the date of your application, your Brand Partner account will be placed on hold until the Agreement is received. If you fail to submit a completed Agreement, for whatever reason, you consent to the Agreement in its entirety by participating as a Brand Partner and by receiving Brand Partner pricing on your orders.

By completing and submitting an application, you represent and warrant that you have not been terminated as a Brand Partner within the last six months and that you have no financial interest in any other Brand Partner account, unless that interest is permitted under the Policies and Procedures or is specifically approved in writing by Young Living.

If you are enrolling as a minor or co-signing this Brand Partner Agreement as a parent or guardian of a minor that is at least 16 years of age, you acknowledge and agree that the minor will be required to re-sign the Brand Partner Agreement within three months of their 18th birthday or a hold will be placed on the minor’s Brand Partner account.

2. Brand Partner Rights

Subject to Young Living’s acceptance of the Agreement, Young Living grants you the right to:

- Offer for sale or resale Young Living’s products and services in accordance with the Agreement
- Sponsor new Brand Partners, in accordance with terms of the Agreement
- Participate in the Young Living Compensation Plan



3. Repurchase of Kits

If you terminate this Brand Partner Agreement Young Living will repurchase resalable kits from you pursuant to the terms of the Young Living Return Policy.

4. Independent Contractor Status

You acknowledge and agree that as a Brand Partner you are:

- An independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Young Living
- Not treated as an employee for your services or for federal or state tax purposes
- Not authorized, either expressly or impliedly, to bind Young Living to any obligation
- Not granted an exclusive territory, nor required to pay franchise fees, nor granted any rights to an exclusive sales channel of Young Living products
- Responsible for paying local, state, and federal taxes due from all compensation you earn as a Brand Partner
- Responsible for paying any 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
- Subject to entrepreneurial risk and responsible for all losses that you incur as a Brand Partner.

5. Policies and Procedures and Compensation Plan

You acknowledge and agree that your conduct as a Brand Partner is governed by all documents comprising the Agreement. You further acknowledge and agree that you have carefully read and agree to comply with all such documents comprising the Agreement.

You understand and agree that Young Living may, from time to time, amend the terms and conditions of the Agreement including any documents made a part thereof. For details, please refer to the Policies and Procedures, including specifically at Sections 1.4 and 10.2.

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 Agreement.

You understand and agree that to receive compensation through the Compensation Plan, you must meet all requirements outlined in that Compensation Plan and not be in violation of the terms of the Agreement. You further understand and agree that Young Living may, in its sole and absolute discretion, terminate the Agreement if you fail to comply with any of the policies or provisions set forth in the Agreement or any of the other documents made a part hereof.

7. Consent to Being Contacted

You agree that Young Living (and others on its behalf) may contact you at the telephone number that you provided on this application (and any other telephone number that you provide) via text message (whether manually or automatically dialed) and telephone call (whether manually or automatically dialed, and whether using live, artificial, or prerecorded voices). You also agree that such communication may include, without limitation, communications about your Brand Partner account, order notifications, communications regarding Brand Partner and consumer inquiries, and attempts to collect debts. You acknowledge that message and data rates may apply to such communications. **YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO SUCH COMMUNICATIONS IS A MATERIAL TERM OF THE AGREEMENT, IS GIVEN AS BARGAINED-FOR CONSIDERATION, AND CANNOT BE UNILATERALLY REVOKED OR MODIFIED.**

8. Termination

The Agreement will be effective until either (i) you voluntarily terminate the Agreement, (ii) it automatically terminates due to your inactivity, or (iii) Young Living terminates the Agreement or your Brand Partner account. The Non-Solicitation, Non-Competition, and Confidentiality provisions of the Agreement are found in the Policies and Procedures and will survive termination of the Agreement.



9. Assignment

The Agreement and any rights or duties thereunder cannot be sold, assigned, or delegated except as set forth in the Policies and Procedures.

10. 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 actually or allegedly related to or connected with your activities as a Brand Partner including, without limitation, any unauthorized representations or claims made by you; breach of the terms of the Agreement; or violation of or failure to comply with any applicable federal, state, or local law or regulation.

11. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be governed by the applicable provisions set forth in the Policies and Procedures.

12. Entire Agreement

The Agreement, which may be amended from time to time, constitutes the entire agreement between you and Young Living and supersedes any prior agreements, promises, representations, and guarantees, whether written or oral. An electronic copy of the Agreement shall be treated as an original in all respects.

Notice of Right to Cancel

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within the following period measured from the date in which you entered it (the "Cancellation Deadline"):

FIVE BUSINESS DAYS, IF YOU RESIDE IN ALASKA;

15 BUSINESS DAYS, IF YOU RESIDE IN NORTH DAKOTA AND ARE AN INDIVIDUAL AGE 65 OR OLDER; OR

THREE BUSINESS DAYS.

If you cancel this transaction pursuant to the provisions of this paragraph, any payments made by you under the Agreement will be returned within 10 BUSINESS DAYS after Young Living receives your Cancellation Notice. If you cancel, you must either (1) make available to Young Living at your residence any goods delivered to you under this Agreement in substantially as good a condition as when received, or (2) comply with the instructions of Young Living regarding the return shipment of the goods at Young Living's expense and risk. If you do make the goods available to Young Living and Young Living does not pick them up within 20 days after receiving your Cancellation Notice, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Young Living, or if you agree to return the goods to Young Living and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, print (if applicable) and then mail or deliver a signed and dated copy of this "Cancellation Notice" or any other written notice to: 1538 W. Sandalwood Dr., Lehi, Utah 84043 BEFORE MIDNIGHT on the Cancellation Deadline.

Signature: _____

I HEREBY CANCEL THIS TRANSACTION.

