



# U.S. MEMBER AGREEMENT

*Updated December 2, 2019*

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This Member Agreement is between you, the Applicant, and Young Living Essential Oils, LC, a Utah limited liability company, 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”), the Young Living U.S. Privacy Policy, 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”). All documents are collectively referred to as the “Agreement.”

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 a Young Living member within the last twelve months 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.

If you are enrolling as a minor or co-signing this Member Agreement as a parent or guardian of a minor who is at least 16 years of age, you acknowledge that the minor will be required to re-sign the Member Agreement within three months of their 18th birthday or a hold will be placed on the member account. A minor’s accounts must be approved by the Member Conduct and Success team prior to becoming active.

## *2. Member Rights*

Subject to Young Living’s acceptance of the 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 in accordance with the Member Agreement
- Sponsor new Young Living members in accordance with terms of the Agreement

## *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 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 implied, 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 member
- 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
- Subject to entrepreneurial risk and responsible for all losses that you incur as a member

#### *5. Policies and Procedures and Compensation Plan*

You acknowledge and agree that you have carefully read and agree to comply with the Agreement, including the Policies and Procedures, the Young Living U.S. Privacy Policy, and the Compensation Plan.

You understand and agree that Young Living may amend the terms and conditions of the Agreement from time to time. For details, please refer to the Policies and Procedures, including specifically Sections 1.4 and 13.2.

#### *6. Marketing of Products and Services*

To ensure compliance with federal and state regulations, 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 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. You further understand and agree that if you fail to comply with the Agreement, Young Living may terminate the Agreement.

#### *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 membership, account and order notifications, communications regarding member 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 THIS AGREEMENT, IS GIVEN AS BARGAINED-FOR CONSIDERATION, AND CANNOT BE UNILATERALLY REVOKED OR MODIFIED.

#### *8. Termination*

This Agreement will be effective until you voluntarily terminate the Agreement, your account becomes inactive, or Young Living terminates your member account, as outlined in the Agreement. The Non-Solicitation, Non-Competition, and Confidentiality provisions of the Agreement will survive termination of the Agreement.

#### *9. Assignment*

This Agreement and any rights or duties thereunder cannot be sold, assigned, or delegated without the written approval of Young Living. Any attempts to sell, transfer, assign, or delegate this Agreement without the written approval of Young Living may result in termination of the Agreement. All permitted successors in interest or assigns must comply with all terms of the Agreement. Young Living may assign the Agreement at any time.

#### *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 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.

### *11. Dispute Resolution*

The Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled as specified in the mediation and arbitration provisions contained in Section 13.2 of the Policies and Procedures. MEMBERS WAIVE ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED BELOW AND IN THE POLICIES AND PROCEDURES. The parties consent to jurisdiction and venue before any state or federal court located in Salt Lake City, Utah, for any legal action not subject to arbitration, including for purposes of enforcing an award by an arbitrator, or any other matter not subject to arbitration as specified in the Policies and Procedures. Notwithstanding the foregoing, if a member resides in Louisiana, the member may bring an action against YL with jurisdiction and venue as provided by Louisiana law.

### *12. Miscellaneous*

In the event that any court of competent jurisdiction will declare any portion of the Agreement to be invalid, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder of the Agreement will not be invalidated thereby but will remain in full force and effect.

### *13. 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. 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. An electronic copy of the Agreement shall be treated as an original in all respects.

### *14. 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. Nothing in this provision shall modify the agreement to arbitrate contained in the Policies and Procedures.

### **Notice of Right to Cancel**

#### **Date of Transaction:**

You may cancel this transaction, without any penalty or obligation, within 3 BUSINESS DAYS (5 BUSINESS DAYS IN ALASKA, AND 15 BUSINESS DAYS IN NORTH DAKOTA FOR INDIVIDUALS AGE 65 AND OLDER) 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 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must 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, print (if applicable) and then mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to: 3125 Executive Parkway, Lehi, UT 84043 NO LATER THAN 12 MIDNIGHT of the 3rd business day (5th business day if you reside in Alaska; 15th business day if you reside in North Dakota and are 65 or older) following the date set forth above.

Signature: \_\_\_\_\_

**I HEREBY CANCEL THIS TRANSACTION.**