



This Member Agreement is between you, the undersigned 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"); 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 months and that you have no financial interest in another member's 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 that is at least 16 years of age, you acknowledge that the minor will be required to re-sign the Member Agreement within three (3) months of their 18th birthday or a hold will be placed on the Member account.

## 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 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 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.

## 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. Jurisdiction and Choice of Law

The Agreement will be interpreted and construed in accordance with the laws of the State of Utah applicable to contracts to be performed therein. Any legal action concerning the Agreement will be brought in the state and federal courts located in Salt Lake City, Utah. Notwithstanding the foregoing, if applicant resides in Louisiana, applicant may bring an action against YL with jurisdiction and venue as provided by Louisiana law.

## 10. 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.

## 11. 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.

## 12. 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.

## Essential Rewards Agreement

This Essential Rewards Agreement is between you, the undersigned Applicant, and Young Living Essential Oils, LC ("Young Living"). By signing this agreement, you agree to the following:

1. **Enrollment.** You may enroll in the Essential Rewards program online at [www.youngliving.com](http://www.youngliving.com) or by contacting the Member Services Department using the contact information listed below. If you enroll over the phone, you must send a copy of this agreement to Member Services within 30 days of your enrollment. Failure to do so may result in the cancellation of your Essential Rewards membership and this agreement.  
Member Services  
Address: 3125 W. Executive Parkway, Lehi, UT 84043  
Phone: 801.371.3515 | Fax: 866.203.5666
2. **Monthly Ordering.** You agree to place a minimum order of 50 PV (personal volume) in Young Living products to be sent to you or a Young Living Will Call location for pickup each month. Essential Rewards orders will replace any existing monthly order placed on your account. The products that you select will continue to be sent to the address listed every month as you have indicated, unless you make changes to your product selection via the Young Living Virtual Office at [www.youngliving.org](http://www.youngliving.org) or by calling Member Services.
3. **Reduced Shipping.** Essential Rewards members get reduced shipping rates. Current Essential Rewards order shipping prices are maintained on the Virtual Office at [www.youngliving.org](http://www.youngliving.org). Shipping rates and discounts are subject to change without notice.
4. **Essential Rewards Points.** Each month in which you purchase at least 50 PV of product via the Essential Rewards program, you will receive Essential Rewards points (herein "Points"). Points are awarded based on the amount of PV of your Essential Rewards order and the number of months that you have consecutively participated in the Essential Rewards program, based on the following schedule:
  - a. First six consecutive months of participation: 10% of Essential Rewards order's PV
  - b. Second six consecutive months of participation: 15% of Essential Rewards order's PV
  - c. Thirteenth month and beyond: 20% of Essential Rewards order's PV

Young Living, in its sole discretion, reserves the right to modify the point calculation schedule without notice and for any reason. A current version of the point calculation schedule is posted on the Young Living Virtual Office.

5. **Grace Month.** A grace month may be declared if, in a single month, you miss placing an order or if your order's PV falls below 50 PV. Only one grace month is available in a consecutive twelve-month period. In the month following a grace month, members can begin accumulating points at the same rate as before if they once again place Essential Rewards orders of at least 50 PV. This grace period applies only to Essential Rewards and not to commissions paid under the Young Living Compensation Plan.
6. **Redeeming Points.** Points are redeemable after two consecutive months of participation and are valid toward full PV products only. Points are generally equal to one wholesale dollar and may not be used toward shipping and taxes. While there is no limit to the number of points that can be earned on a monthly basis, a maximum of 350 points may be redeemed per month. Products purchased with Essential Rewards points are not eligible for personal or organizational volume. Points may be redeemed by contacting Member Services.
7. **Automatic Payment.** You authorize Young Living Essential Oils to debit your selected payment method to cover your autoshop order, including the ordered products, shipping and handling, and sales tax. You acknowledge that first-time direct-debiting-arrangement (ACH) user's orders will be held for five days or until payment clears.
8. **Payment Method.** You agree to provide and maintain a valid method of payment on your member account. Valid payment methods include a Visa, MasterCard, American Express, or Discover card number (along with the card's expiration date) or the required information to set up an ACH on your personal U.S. checking or savings account on the date identified.
9. **Product Availability.** Specific products you have chosen to purchase through the Essential Rewards program may become unavailable. In such situations, Young Living will attempt to notify you of the change and will continue to send the remaining items. It is your responsibility to verify that the products in your order are available when shipped. You are responsible for maintaining your qualifying PV.
10. **Product Pricing.** The price of the specific products you have chosen may change due to reformulations, improvements, or other reasons. When such price changes occur, Young Living will notify you of any pricing changes and, unless directed otherwise, will continue to send the products specified at the new price.
11. **Order Cancellations and Returns.** Products you returned because of your failure to update your Essential Rewards order will be charged a 25% restocking fee. Cancellation or return of any Essential Rewards order forfeits all unused Essential Rewards points and resets your monthly participation in the program to zero.
12. **Cancellation.** To voluntarily cancel your Essential Rewards enrollment, you must contact Member Services. If you do not notify Member Services, your Essential Rewards order will continue to be shipped and your payment method charged. Your participation in the Essential Rewards program will be involuntarily cancelled without notice if (a) the credit card to which product purchases have been charged expires, is declined, is cancelled, or is otherwise terminated; or (b) payment via ACH from a U.S. checking or savings account is returned unpaid. Cancellation for any reason forfeits all unused Essential Rewards points and resets your monthly participation in the program to zero.
13. **Miscellaneous.** In the event any court of competent jurisdiction declares 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. The Agreement 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.

## Notice of Right to Cancel

Date of Transaction: \_\_\_\_\_

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (FIVE BUSINESS DAYS IN ALASKA AND FIFTEEN 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 TEN 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, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to: 3125 West Executive Parkway, Lehi, Utah 84043 NOT LATER THAN MIDNIGHT of the third business day (fifth 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.**

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date: