



MEMBER AGREEMENT

Young Living Africa (Pty) Ltd.
Ground floor located at the Building 6, Clearwater Office Park,
Corner Christiaan De Wet and Mellennium Boulevard,
Strubensvalley, Roodepoort, 1735
Tel.: +27 10 020 9900 Email: africasupport@youngliving.com

Application Information

NAME (LAST, FIRST, MIDDLE) *(REQUIRED)*

IDENTIFICATION NO. *(REQUIRED)*

CO-APPLICANT OR BUSINESS NAME *(OPTIONAL)*

IDENTIFICATION NO. *(REQUIRED)*

HOME PHONE NO. *(REQUIRED)*

CELLPHONE NO.

ADDRESS

CITY

POSTAL CODE

COUNTRY *(REQUIRED)*

LANGUAGE PREFERENCE *(REQUIRED)*

ENGLISH

OTHER (Please state)

E-MAIL

Shipping Information Same as above

ADDRESS

CITY

POSTAL CODE

Account Access Information

PIN (4 DIGITS)

PASSWORD (8-12 CHARACTERS / ALPHANUMERIC)

Enroller (person responsible for introducing and enrolling you in YL)

NAME (LAST, FIRST MIDDLE) (REQUIRED)

MEMBER NO. (REQUIRED)

Sponsor (direct upline and may also be the same as your Enroller)

NAME (LAST, FIRST MIDDLE) (REQUIRED)

MEMBER NO. (REQUIRED)

I have read and agree to be bound by the terms and conditions of the Agreement (which includes this Distributor Agreement, the Policies and Procedures, Compensation Plan, and the Privacy Policy).

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

I also consent to the processing of my personal information by Young Living, or its partners, affiliates, or related entities, for purposes related to this Agreement and more specifically stated in the Policies and Procedures and Privacy Policy of Young Living, for the duration of my Young Living Africa (Pty) Ltd membership.

x

APPLICANT SIGNATURE (REQUIRED)

DATE

x

CO-APPLICANT SIGNATURE (REQUIRED)

DATE



YOUNG LIVING AFRICA (PTY) LTD MEMBER AGREEMENT

This Member Agreement is between you, the undersigned Applicant, and Young Living Africa (Pty) Ltd a limited liability company incorporated under the laws of Africa, 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. When Young Living accepts this Member Agreement and grants you status as a Young Living member, Young Living will create 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). 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 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”). 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 be deemed to have consented to the same, the Policies and Procedures, Privacy Policy 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 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.

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 the terms of the Policies and Procedures.

3. Enrollment Purchase

To enroll as a member and receive wholesale pricing, you are required to purchase a minimum order of 50 PV, you can also purchase but is not mandatory a 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 YoungLiving;
- not be treated as an employee for your services or for tax purposes;
- have no authority, either expressed or implied, to bind Young Living to any obligation;
- not be granted an exclusive territory or required to pay franchise fees;
- be responsible for paying all taxes due from all compensation you earn as a member;
- authorize Young Living to withhold the appropriate amount of withholding tax, in accordance with prevailing tax rules and regulations, and to deduct the same from any compensation, award, bonuses or commissions that may be paid to you.
- execute and timely submit to Young Living such documentary requirements as may be required by tax laws and regulations, including but not limited to, sworn declarations statements, and certifications.
- have the means to be an independent contractor, such as the ability to carry-on a distinct and independent business under your own account and responsibility and according to your own means and methods, provided that such means and methods comply with this Agreement, and have possession of sufficient capital and investments to engage in business;
- 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.

5. Policies and Procedures & Compensation Plan

You acknowledge and agree that 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.

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 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.

7. 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.

8. 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 without need of your notice or your consent.

9. 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 laws or regulations.

10. Jurisdiction and Choice of Law

The Agreement will be interpreted and construed in accordance with the laws of Africa applicable to contracts to be performed therein. Any legal action concerning the Agreement will be brought in the courts located in Johannesburg, South Africa.

11. 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.

12. 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.

13. 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.

14. Notice of Right to Cancel

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date, by contacting Young Living and proving your notice of cancellation.