



younique

## **Independent Presenter Agreement Effective June 24, 2016**

Congratulations! You have taken the first step in your journey as a Younique Independent Presenter!

Becoming a Presenter means entering into a legally binding business relationship with Younique BV (the “Company”), and, where applicable, its affiliates, including Younique DISC Corporation. The following documents outline the terms, conditions, and legal responsibilities between the Company and Presenter:

### ***The Presenter Application***

The account application form to be completed and submitted on the Website in order to become a Presenter, which when duly signed and taken together with the Presenter Terms and Conditions, Royalty Plan and Policies and Procedures, constitute the entire agreement between the parties.

### ***The Presenter Terms and Conditions***

A concise summary of the legal terms and conditions all Presenters must agree to in order to remain in good standing and conduct their Younique business.

### ***The Royalty Plan***

Understanding the Royalty Plan is crucial to your success as a Presenter. The Royalty Plan details the requirements and benefits of the compensation structure for Presenters, including how Commissions and Bonuses are calculated. The Royalty Plan will become increasingly important as you grow your team.

### ***Policies and Procedures***

The Policies and Procedures provide the “fine print” about operating a Younique business; they govern the way a Presenter conducts business with the Company, other Presenters and Customers.

### ***For Questions and Support***

For any questions about the Application, the Presenter Terms and Conditions, the Royalty Plan or Policies and Procedures, you may contact your Sponsor. You are also always welcome to contact Younique Support at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support).

Welcome to Younique!

## Presenter Terms and Conditions

1. I understand that as a Presenter:

- a. I have the right to offer for sale Younique products and services in accordance with the Independent Presenter Agreement.
- b. I have the right to enroll other persons to become Presenters for Younique.
- c. If qualified, I have the right to earn commissions and bonuses pursuant to the Royalty Plan.
- d. I will train and motivate the Presenters in my Downline organization.
- e. I will comply with all applicable laws, ordinances, rules, and regulations and shall make all reports and remit all withholdings or other deductions as may be required by any applicable law, ordinance, rule, or regulation. I will perform my obligations as a Presenter with honesty and integrity.

2. I agree to present the Royalty Plan and Younique products and services as set forth in official Younique literature.

3. I agree that as a Presenter I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Younique. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Younique. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF YOUNIQUE FOR FEDERAL, STATE or PROVINCIAL TAX PURPOSES NOR FOR ANY OTHER PURPOSES PURSUANT TO ANY APPLICABLE LAWS OR REGULATIONS.** Younique is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind.

4. I have carefully read and agree to comply with the Policies and Procedures and the Royalty Plan, both of which are incorporated into these Presenter Terms and Conditions and, together, make up the Independent Presenter Agreement. For definitions, please review the definition section of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Independent Presenter Agreement, to be eligible for Bonuses or Commissions from Younique. I understand that the Independent Presenter Agreement may be amended at the sole discretion of Younique, and I agree that any such amendment will apply to me. Notification of amendments shall be published in your Back Office. Amendments shall become effective thirty (30) days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Younique business or my acceptance of Bonuses or Commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

5. The term of the Independent Presenter Agreement is one (1) year (subject to prior cancellation pursuant to the Policies and Procedures) and thereafter subject to renewal upon agreement by the parties. If I or Younique elects not to renew the Independent Presenter Agreement, or if it is canceled or terminated for any reason, I understand that I will (a) permanently lose all rights as a Presenter (b) not be eligible to sell Younique products and services, and (c) not be eligible to receive Commissions, Bonuses,

or other income resulting from the activities of my former Downline organization. **In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former Downline organization, and to any Bonuses, Commissions or other remuneration derived through the sales and other activities of my former Downline organization.** Younique reserves the right to terminate all Independent Presenter Agreements upon thirty (30) days' notice if Younique elects to (a) cease business operations, (b) dissolve as a business entity, or (c) terminate distribution of its products and/or services via direct selling channels. **I may cancel the Independent Presenter Agreement at any time, and for any reason, upon written notice to Younique at its principal business address.**

6. I understand that the Company has responsibility, directly, to promote the sale of Younique products within the United States, as well as all products of non-US origin wherever distributed. To the extent that commissionable sales occur where Younique products are delivered for distribution within the United States (or anywhere in the world if such products are of non-US origin), commissions on those sales under the Royalty Plan will be the legal responsibility of and will be paid by the Company. Younique DISC Corporation, an affiliate of Younique BV, has responsibility to promote the sale of US origin Younique products outside the United States. To the extent that commissionable sales occur with respect to US origin Younique products that are delivered for distribution outside of the United States, commissions on those sales under the Royalty Plan will be the legal responsibility of and will be paid by Younique DISC Corporation. Nevertheless, for administrative convenience, commissions paid under the Royalty Plan generally may be aggregated and paid in a single transaction, combining for the convenience of the Presenter the commissions earned on all eligible sales.

7. I may not assign any rights or delegate my duties under the Independent Presenter Agreement without the prior written consent of Younique. Any attempt to transfer or assign the Independent Presenter Agreement without the express written consent of Younique renders the Independent Presenter Agreement voidable at the option of Younique and may result in termination of my business.

8. I understand that if I fail to comply with the terms of the Independent Presenter Agreement, Younique may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of the Independent Presenter Agreement at termination, I shall not be entitled to receive any further Bonuses or Commissions, whether or not the sales for such Bonuses or Commissions have been completed. I agree that Younique may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Younique.

9. Younique, and its Affiliates, shall not be liable for, and I release Younique and its Affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Independent Presenter Agreement. I further agree to release and hold harmless Younique and its Affiliates from all liability arising from or relating to the promotion or operation of my Younique business and any activities related to it (e.g., the presentation of Younique products, compensation and marketing plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Younique for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

10. The Independent Presenter Agreement, in its current form and as amended by Younique at its discretion, constitutes the entire contract between Younique and myself. Any promises, representations, offers, or other communications not expressly set forth in the Independent Presenter Agreement are of no force or effect.

11. Any waiver by Younique of any breach of the Independent Presenter Agreement must be in writing and signed by an authorized officer of Younique. Waiver by Younique of any breach of the Independent Presenter Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

12. If any provision of the Independent Presenter Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Independent Presenter Agreement will remain in full force and effect.

13. The Independent Presenter Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles or conflicts of laws. In the event of a dispute between me and Younique arising from or relating to the Independent Presenter Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as is more fully described in the Policies and Procedures. Younique shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Presenter. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

14. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Presenter lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Utah, or state court in Utah County, State of Utah.

15. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against Younique with jurisdiction and venue as provided by Louisiana law.

16. Montana Residents Only: Should a Montana resident cancel the Independent Presenter Agreement within 15 days from the date of enrollment, Younique will refund 100% of the purchase price for the Starter Kit.

17. If a Presenter wishes to bring an action against Younique for any act or omission relating to or arising from the Independent Presenter Agreement, such action must be brought within the later of: (a) one (1) year from the date of the alleged conduct giving rise to the cause of action, or (b) the shortest time permissible under state law for US Presenters (and applicable non-US law for non-US Presenters). Failure to bring such action within such time shall bar all claims against Younique for such act or omission. **Presenter waives all claims that any other statutes of limitations apply.**

18. I authorize Younique to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

19. I authorize Younique to publish my performance on leaderboards that publish the name and results for top performing Presenters. Such authorization includes publication of my personal retail sales, recruiting results, and various reflections of team (or circle) sales. I also authorize Younique to reference me and my approximate geographic location on Younique's online Presenter Map. Note that Presenter may opt out of the Leaderboard and/or Presenter Map authorization by submitting written notice to Younique Support at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support).

20. I understand that for Presenters domiciled in an international market that is currently served on a “not for resale” basis, the Independent Presenter Agreement may be materially changed or replaced if/when such market is opened for resale or if/when Younique’s status is legally changed in relation to such market.

21. By agreeing to these terms, non-U.S. Presenters confirm that all services performed under this Presenter Agreement are performed outside the U.S. or agree to notify Younique by contacting [accounting@youniqueproducts.com](mailto:accounting@youniqueproducts.com).

22. A faxed or emailed copy of the Independent Presenter Agreement shall be treated as an original in all respects.

## Younique Policies and Procedures

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## **SECTION 1 - CORPORATE MISSION STATEMENT**

Our mission is to uplift, empower, validate, and ultimately build self-esteem in women around the world through high-quality products that encourage both inner and outer beauty and spiritual enlightenment; while also providing opportunities for personal growth and financial reward.

## **SECTION 2 - INTRODUCTION**

### **2.1 - What's in the Independent Presenter Agreement?**

The Independent Presenter Agreement includes:

- a) The Presenter Application;
- b) The Presenter Terms and Conditions;
- c) The Policies and Procedures; and
- d) The Royalty Plan.

When Younique refers to the Independent Presenter Agreement, it refers to all components as described above. It is your responsibility to read, understand, and adhere to the most recent version of the Independent Presenter Agreement. Likewise, when you sponsor a new Presenter, it is your responsibility to ensure they have read and understand the Independent Presenter Agreement that they are signing, particularly these Policies and Procedures and the Royalty Plan, before they sign.

### **2.2 - Why Do We Need These Policies?**

The Policies and Procedures are designed to define the relationship that exists between you (as a Presenter), other Presenters, and Younique. The Policies and Procedures articulate a standard for acceptable business conduct.

By signing the Application, you are required to comply with all of its terms and conditions, the Presenter Terms and Conditions, the Royalty Plan and the Policies and Procedures, and with all federal, state, and local laws governing your Younique business and conduct. If you have any questions regarding any policy or rule, do not hesitate to ask your Sponsor or contact Younique Support at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support)

### **2.3 - How Are Policy Changes Handled?**

Younique reserves the right to update or change the Independent Presenter Agreement, including the Policies and Procedures, at its sole and absolute discretion. However, if we make changes or revisions, you will be notified through your Back Office.

By electronically accepting the Independent Presenter Agreement, continuing as a Presenter, or by accepting future Bonuses or Commissions, you signal your acceptance of any changes that are made to the Independent Presenter Agreement. Amendments shall be effective thirty (30) days after notice that the Independent Presenter Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

## 2.4 - Business Delays Beyond Younique's Control

Younique is not responsible for business delays due to circumstances beyond its reasonable control, such as labor strikes and difficulties, riots, war, fire, natural disasters, death, curtailment of a party's source of supply, or government decrees or orders.

## 2.5 - Handling Invalid or Unenforceable Policies

If any part of the Independent Presenter Agreement is held to be invalid or unenforceable, only that invalid or unenforceable portion may be removed, and the remainder of the Independent Presenter Agreement shall remain intact and in force.

## 2.6 - Younique's Right to Enforce Compliance

Younique never gives up its right to insist on compliance with the Independent Presenter Agreement including the Policies and Procedures. Even if Younique chooses, for whatever reason, not to enforce compliance, this does not make any portion of the Independent Presenter Agreement, including the Policies and Procedures, invalid and it does not constitute a waiver of Younique's right to enforce compliance with any term of the Independent Presenter Agreement. A waiver by Younique is only valid if delivered in writing by an authorized representative of Younique and applies only to the specific instance or occurrence at hand. This written waiver does not limit or impair Younique's right to insist on future compliance with the Presenter requesting a waiver, nor does it affect or impact in any way the compliance required of other Presenters, even in similar cases.

# SECTION 3 - BECOMING A PRESENTER

## 3.1 - Requirements to Become a Presenter

To become a Presenter you must:

- a) Be of the age of majority in your state or country of residence;
- b) Reside in a country or territory to which Younique is formally permitting Presenter enrollment per Section 6.2.6 below;

- c) Have a valid tax identification number used for reporting taxes to the applicable government agencies;
- d) Purchase a Starter Kit (not applicable in North Dakota);
- e) Read and agree to abide by the Independent Presenter Agreement; and
- f) Submit a properly completed Application.

New Presenters enroll online at the personal Younique website of a Sponsor. The applicant must complete the Application and personally agree to all Independent Presenter Agreement terms and related documents. When you sponsor a new Presenter, you must not fill out, sign, or accept the Application on behalf of the applicant. See Section 7.4 for more information on sponsoring. Younique reserves the right to reject any new Application.

### 3.1.1 - Country of Residence

You must be a legal resident of a country to which Younique is formally permitting Presenter enrollment (per Section 6.2.6 below) or, if you are not a legal resident, you must be legally authorized to work in your country of residence in order to enroll as a Presenter. If it is discovered that an individual has provided Younique with false residency information, identification, social security or tax identification information during enrollment, the individual's Younique account will be closed and the individual will lose any Commissions not already paid out. Younique communication, in any form, whether from a Presenter or the corporate office, should not encourage individuals who are not legally authorized to work in their respective countries to complete the enrollment process.

### 3.1.2 – Starter Kits and Product Purchases

Except for the purchase of a Starter Kit, no person is required to purchase Younique products, services or sales aids, or to pay any charge or fee to become a Presenter. In order to familiarize new Presenters with Younique products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit. Younique will repurchase resalable Starter Kits from any Presenter who terminates his or her Independent Presenter Agreement pursuant to the terms of Section 9.4.

### 3.2 - Can a Business Enroll as a Presenter?

Certain types of corporations or businesses can apply to be a Presenter.

If a business enrolls as a Presenter online, a representative from such business must contact Younique compliance at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com) to obtain the required documentation and must execute all such required documentation within thirty (30) days of the online enrollment. The compliance department can help you with this process, which requires that the Presenter must first enroll with an individual presenter account and transfer their account to their business name and provide the business taxpayer identification number (typically EIN for US-based businesses). Failure to complete the execution of such documentation within thirty (30) days will result in termination of the Independent Presenter Agreement.

Any person or entity with a legal or equitable interest as a Presenter agrees to all of the terms of the Independent Presenter Agreement, including the Policies and Procedures. If such person or entity violates or is out of compliance with the terms of the Independent Presenter Agreement, then the entire Presenter business is out of compliance and subject to disciplinary action as a single entity.

If you joined Younique as an individual, but wish to change your status to a business entity, you may do so by following the steps outlined in Section 5.2.1.

### 3.3 – Identification.

During the application process, you must provide your taxpayer identification number (or equivalent by country of residence) to Younique. For US Presenters, your legal name and social security number must be entered exactly as they appear on your social security card. Younique is required by law to provide this information to the IRS for 1099 reporting purposes. Failure to comply may result in suspension or cancellation of your Independent Presenter Agreement.

Once your application is submitted and accepted, Younique will assign you a unique identification number, known as a Presenter ID Number. The Presenter ID Number will be used to place orders and track Commissions and Bonuses. This unique number should not be shared with others.

### 3.4 - Presenter Benefits

When your Application is accepted by Younique, you have the right to:

- a) Sell Younique products;
- b) Participate in the Royalty Plan;
- c) Recruit and sponsor other Presenters (build your Downline);
- d) Receive Younique literature and other communications;
- e) Access Younique-sponsored support, training, motivational, and recognition functions;
- f) Participate in Younique-sponsored promotional and incentive contests and programs; and
- g) Receive access to the Back Office that facilitates and records your business interactions with Younique;

### 3.5 - Renewal of Your Younique Business

When you join Younique, the Independent Presenter Agreement is valid for one (1) year from the date it is accepted by Younique. Each year thereafter the Independent Presenter Agreement is automatically renewed for another one (1) year term, unless either you or Younique provide the other party with thirty (30) days written notice of their intention not to renew the Independent Presenter Agreement or such Independent Presenter Agreement is terminated for any reason.

## **SECTION 4 - PRESENTER RELATIONSHIP WITH YOUNIQUE**

### **4.1 - Independent Contractor Status**

When you join Younique as a Presenter you are an independent contractor. You are not purchasing a franchise or a business opportunity. The Independent Presenter Agreement between you and Younique does not create an employer/employee relationship, partnership, or joint venture. As a result, you are solely responsible for paying all applicable income taxes owed from any compensation earned. Additionally, Younique will not treat you as an employee for any tax purposes. This means that Younique will not withhold taxes of any kind from your Bonuses and Commissions. As an independent contractor you completely control the means by which you operate your Younique business.

You will establish your own goals, hours, and methods of sale -- subject to compliance with the Independent Presenter Agreement and applicable law. You will use your own tools such as your own computer, phone, and any other technologies you choose to use.

You are solely responsible for paying all expenses incurred in developing your business and are not authorized to incur any debt or obligation on behalf of or in the name of Younique or to open any checking account on behalf of, for, or in the name of Younique.

You may not claim to have a unique advantage, relationship with or access to Company executives or employees that all other Presenters do not have.

As a Presenter, you may not rely on the Company, or any of its divisions, to provide legal, tax, financial or other professional advice. Any information provided by the Company, or any of its divisions, in company-sponsored training seminars or in support center e-mail responses or in any other context should be independently verified by your own legal, tax, financial or other professional.

### **4.2 - Non-Solicitation of Younique Employees**

Presenters are expressly prohibited, without Younique's prior written permission, from soliciting, hiring, offering employment or compensation of any kind, or otherwise using any services of any Younique employee outside of the scope of his/her employment during the term of said employment, or for a period of three (3) years after the employee leaves Younique.

### **4.3 - No Territory Restrictions**

There are no exclusive territories granted to anyone for selling, recruiting, or marketing.

### **4.4 - Income Taxes**

Presenters are solely responsible for paying all applicable taxes on any income generated as a Presenter. If your business is tax exempt, you must provide your personal tax identification number to Younique.

As required by law, relevant to US Presenters, Younique will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each U.S. resident Presenter who a) had earnings of

USD\$600 or more in the previous calendar year, or b) made purchases from Younique during the previous calendar year in excess of USD\$5,000.

#### 4.5 - Timely Reporting of Errors

If you believe errors have been made regarding any monetary payment or obligation, Commissions, Bonuses, charges, or the placement of Presenters in your Downline organization, you must notify Younique in writing within sixty (60) days of when the purported error or incident occurred. Failure to provide notice within such sixty (60) day period shall constitute a waiver of all claims.

#### 4.6 - Limitation of Liability

By signing the Independent Presenter Agreement, you agree to release, discharge, and hold harmless Younique and anyone directly affiliated with Younique (employees, board of directors, officers, etc.) from any losses or damages, including costs and fees, incurred or suffered by you as a result of:

- a) Your breach of the Independent Presenter Agreement (including the Policies and Procedures);
- b) The improper promotion or operation of your Younique business and any related activities (e.g., the presentation of Younique's products or Royalty Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.);
- c) Any incorrect data or information provided by a Presenter to Younique; or
- d) Your failure to provide any information or data necessary for Younique to operate its business.

#### 4.7 - Requests for Records

Presenter requests for copies of invoices, applications, Downline Reports, or other records will require a fee of USD\$1.00 per page per copy.

#### 4.8 - Roll-Up of Downline organization

When a vacancy occurs in a Downline organization due to the termination of a Presenter, everyone shifts up one level; so the First Level of the terminated Presenter now becomes the First Level of the terminated Presenter's Sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "roll-up" to A and become part of A's first level.

#### 4.9 - Sale, Transfer, or Assignment of a Younique Business

Although your Younique business is privately owned and independently operated, the sale, transfer, or assignment of it is subject to certain limitations. If you wish to sell your Younique business, you must receive written authorization from the Company. In order to sell, transfer, or assign a Younique business, the following criteria must be met:

a) Protection of the existing Line of sponsorship must always be maintained so that the Younique business continues to be operated in that Line of sponsorship.

b) The buyer or transferee must be (or must become) a Presenter. If the buyer is a current Presenter, he or she must terminate his or her Younique business simultaneously with the purchase, transfer, assignment, or acquisition of any interest in the new Younique business.

c) Before the sale, transfer, or assignment can be finalized and approved by Younique, any debt obligations the selling Presenter has with Younique must be satisfied.

d) The selling Presenter must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Younique business.

e) Both the selling Presenter and the purchasing Presenter must contact Younique Support online at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support) and execute all forms required by Younique. Account transfers are processed once each month, and all materials must be received by the fifth (5th) of the month in order to transfer the account that month. Materials received after the fifth (5th) will be processed the subsequent month. Payments will remain in the name of the Presenter until the transfer is processed.

Prior to selling your Younique business, you must notify Younique Support of your intent to sell. Upon complete execution of the purchase and sale agreement, you must submit a copy of such agreement to Younique for review. Younique reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. Younique will, at its sole and absolute discretion, approve or deny the sale, transfer, or assignment within thirty (30) days of its receipt of all necessary documents from the parties. If you fail to obtain Younique's approval for the transaction, the transfer shall be voidable at Younique's option.

The purchaser of the existing Younique business will assume the obligations and position of the selling Presenter. Additionally, if you sell your Younique business, you will not be eligible to re-apply as a Younique Presenter for at least six (6) full months, or one (1) year if such selling Presenter's previous rank was Green Elite or higher.

#### 4.10 - Separation of a Younique Business due to Divorce or Business Break-Up

When a Younique business is jointly owned and operated by a husband-wife partnership, or across a business entity, there must be a way to equitably separate that Younique business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the Line of Sponsorship. If Younique determines that the separating parties fail to provide for the best interests of other Presenters and the Company, Younique will terminate the Independent Presenter Agreement with such Presenter partnership/entity on an involuntary basis.

During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:

a) One of the parties may, with consent of the other(s), operate the Younique business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Younique to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

b) The parties may continue to operate the Younique business jointly on a business-as-usual basis, whereupon all compensation paid by Younique will be paid in the joint names of the Presenters or in the name of the entity to be divided as the parties may independently agree between themselves. This is the default procedure if the parties do not agree on the format set forth in sub-section a) above.

Under no circumstances will the Downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Younique split Commission and Bonus checks between divorcing spouses or members of dissolving entities. Younique will recognize only one Downline organization and will issue only one Commission check per Younique business per Commission cycle. In the event that you are unable to resolve a dispute over the disposition of Commissions and ownership of the business, your Independent Presenter Agreement will be involuntarily cancelled.

Once a spouse or former business affiliate has completely given up their rights in their original Younique business, they are free to enroll under any Sponsor of their choosing and develop their new business the same as any other new Presenter. In such a case, the former spouse or business affiliate shall have no rights to any Presenters in their former Downline organization.

#### 4.11 - Succession Due to Death or Incapacitation

In the event of your death or incapacitation, your Younique business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support). If you wish to bequeath your Younique business, please work with an attorney to prepare a will (or other testamentary instrument). If you transfer your Younique business in this manner, your beneficiary acquires the right to collect all Bonuses and Commissions from your Downline organization, provided certain qualifications are met. The successor(s) must:

- a) Execute a new Independent Presenter Agreement;
- b) Comply with terms and provisions of the Independent Presenter Agreement; and
- c) Meet all of the qualifications for the deceased Presenter's rank.

Bonuses and Commissions of a Younique business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire an appropriate tax identification number. Younique will issue all Bonus and Commission checks and applicable tax forms to the business entity.

##### 4.11.1 - Transfer Upon Death of a Presenter

In addition to the requirements in Section 4.11, to affect a testamentary transfer of a Younique business, the successor must provide the following to Younique:

- a) An original death certificate;
- b) Certified letters testamentary or a letter of administration appointing an executor; and
- c) Written instructions from the authorized executor to Younique specifying to whom the business and income should be transferred.

#### 4.11.2 - Transfer Upon Incapacity of a Presenter

In addition to the requirements in Section 4.11, to effect a transfer of a Younique business because of incapacity, the successor must provide the following to Younique:

- a) A notarized or certified copy of an appointment as trustee or similar; and
- b) A notarized or certified copy of the trust document or other documentation establishing the trustee's right to administer the subject Younique business.

### 4.12 – Adjustments to Bonus and Commission Payments

#### 4.12.1 – Adjustments for Returned Products

Presenters receive Bonuses and Commissions based on the actual sales of products to end consumers. When a product is returned to Younique for a refund, the Bonuses and Commissions attributable to the returned or repurchased product will be deducted from both payments to the Presenter and to their Upline who received Bonuses and Commissions on the sale of the refunded product, in the month in which the refund is given, and continuing every pay period thereafter until the Bonuses and Commissions are recovered. In addition, the Bonuses and Commissions attributable to the refunded product may be deducted from any refunds or credits issued to the Presenter who received the Bonuses and Commissions on the sales of the refunded product or cancelled service.

#### 4.12.2 – Hard Copy Bonus and Commission Checks

Bonuses and Commissions are paid via direct deposit into Presenters' bank accounts or via direct payment onto a Company-provided debit card. There is no charge for direct deposits. A Presenter may request payment by hard-copy check. In that event, the Company will deduct a USD\$20 processing fee from each hard-copy check issued to the Presenter.

#### 4.12.3 – Tax Withholdings

If a Presenter fails to provide valid taxpayer identification to Younique or provides incorrect or invalid taxpayer identification, Younique will deduct the necessary back-up withholdings from the Presenter's Bonuses and Commissions checks as required by law. In that event, the Independent Presenter Agreement will be terminated.

## 4.13 Presenter Grants Younique Permission to Publish Certain Information Online

Each Presenter grants Younique permission to publish such Presenter's performance on online Leaderboards. Such permission includes publication of your personal retail sales, recruiting results, and various reflections of your team (including circle) sales.

Each Presenter also authorizes Younique to reference such Presenter by name, photograph, and other information including approximate geographic location, on Younique's Presenter Map.

Note that you may opt out of this Leaderboard authorization and/or Presenter Map authorization by submitting written notice to Younique Support at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support).

## SECTION 5 - RESPONSIBILITIES OF PRESENTERS

### 5.1 - Change of Address or Telephone

To avoid any disruption in your business, please notify Younique at least two (2) weeks prior to your change of address and/or telephone number. You can easily make these changes on the profile page within your Back Office. If you require assistance, please contact Younique Support at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support). You also must submit a change of address form or similar notification to your applicable postal service.

#### 5.1.1. - Changing Your Residency to another Country

If you move from your initial enrollment country to another country in which Younique operates, you are bound by policies and procedures specific to the new country and you must have a valid tax identification number (or similar) for your new country.

To complete a change of country submission, please contact [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support) to complete the required process and documentation. Change of country submissions will be processed in January of each year, at which point your new enrollment agreement will be processed and activated. Change of country submission forms must be received by November 1 of the prior year for your new enrollment agreement to be activated in January. Under this option, you will maintain your current Downline.

### 5.2 - Changes to Your Younique Business

If there are changes to information in your Independent Presenter Agreement, or profile, it is your responsibility to update the information on your Back Office or to notify Younique of the changes.

#### 5.2.1 - Changing From an Individual to Business Entity

You may modify your existing Independent Presenter Agreement (e.g. change the form of ownership from an individual proprietorship to a business entity owned by the Presenter, including related tax

identification number changes) by submitting a written request to [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support), and thereafter completing all business entity registration forms and related documentation (including a new Independent Presenter Agreement in the name of the entity) provided by Younique Support.

Changes from an individual to business entity shall be processed only once per year. All changes must be submitted to Younique Support by November 30 to become effective on January 1 of the following year. Also see Section 3.2, which will apply to any registered business entity.

### 5.3 - Leadership and Continuing Development Obligations

When you sponsor another Presenter to enroll with Younique, you must take a proactive role in providing assistance and training to such Presenters. This includes ensuring that those in your Downline are aware of Younique Policies and Procedures and comply with the Independent Presenter Agreement, including these Policies and Procedures. You must have regular, ongoing contact with Presenters in your First Level and Downline to facilitate this process. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Presenters you sponsored to Younique meetings, team meetings, and other functions.

Further, if you become aware, either through your interactions with your sponsored Presenters, through someone else communicating with you, or from Younique, that a Presenter in your Downline is violating Policies and Procedures either willfully or due to ignorance, you shall make every effort to educate, inform, and bring them back into compliance.

The training that you offer to your Downline must include only Presenters who are currently in your Sponsor team. This means you are required to request from any and all attendees who come to your training event to verify to you that they are either a part of your sponsor team or have not already met with another presenter who is not currently in your team. If the attendee came to the meeting at the request of your team member (but is not yet a member) feel free to assist in their training and hopeful admittances into your organization. If someone from another team comes to your training event, you are required to ask them to seek training from their Sponsor Upline. If they do not know who that is, the Company would be happy to assist them and identify that person for them.

As you progress through various levels of leadership and become more skilled and experienced in sales techniques, product knowledge, and your understanding of Younique, you may be called upon to share this knowledge with newer Presenters. You may not charge other Presenters for training or require the purchase of any sales tools or materials or require attendance at meetings. If you elect to rent a meeting room to conduct a training seminar, you may charge a reasonable attendance fee to cover the expenses associated with renting a meeting room, modest refreshments, and other hard-costs directly associated with the event. Any sponsored training events must not be operated on a for-profit basis. You may not charge a for-profit fee for any general material, newsletters, services, training seminars or materials about Younique, its business opportunity, its products or marketing materials, services or training.

If, in the opinion of Younique, you are failing to train, recognize, inform and/or motivate any of your First Level Presenters, or you fail to comply with any applicable policy, then Younique may, at its sole discretion,

opt to remove your Downline, reduce the leadership bonus, and/or cancel your Independent Presenter Agreement.

## 5.4 - Document Training of Your First Level

Upon request, you must be able to provide documented evidence to Younique of your ongoing fulfillment of the responsibilities of a Sponsor as outlined in Section 5.3. Failure to do so may result in disciplinary action.

## 5.5 - Providing Documentation to Applicants

When you sponsor a new Presenter, you must ensure they have access to and have reviewed the latest version of the Policies and Procedures and Royalty Plan before the new Presenter completes the Application. The current versions of these documents are always available for review through your Back Office. In addition, you may request copies of the Royalty Plan and Policies and Procedures from Younique Support.

## 5.6 - Reporting Policy Violations

If you witness or observe a policy violation by another Presenter, you are obligated to report the violation to [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com). Please provide sufficient detail (situation, violation, dates, location, persons involved, screen shots or other evidences of the violation if available, etc.) to allow Younique to act. Younique will make every effort to ensure that your identity, and information you share that may reveal your identity, remains confidential. Please note, you may not be notified of the status of any reported violation.

## 5.7 - Adherence to Laws and Ordinances

### 5.7.1 - Local Ordinances

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Presenters; however, you must obey those laws that do apply. If a local government official informs you that an ordinance applies to you, please be polite and cooperative and immediately send a copy of the ordinance to [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com). Younique will work with you to understand and resolve the situation.

### 5.7.2 - Compliance with All Applicable Laws

Presenters shall comply with all applicable laws and regulations in the conduct of their businesses. Presenters must obtain all required licenses to run their business, and are responsible for any related fees.

### 5.7.3 - Receipts and Right to Cancel Transactions

When making a sale of a Younique product to a customer other than through your Personal Website, you must provide the customer with two (2) copies of a sales receipt at the time of the sale and verbally inform

the customer of the three (3) day right of cancellation printed on the receipt. These receipts should set forth the customer satisfaction guarantee as well as any consumer protection rights afforded by federal and state law. Prior to providing the receipt (two (2) copies) to your customer, you must ensure that the cancellation notice set forth on the reverse of the receipt is properly completed and contains the following information:

a) The date of the transaction;

b) The date (not earlier than the third (3<sup>rd</sup>) business day, i.e., Monday through Saturday, excluding government holidays, following the date of the transaction) by which the buyer may give notice of cancellation (Note: If the sale transaction takes place in Alaska, the date must be the fifth (5<sup>th</sup>) business day following the date of the transaction. If the transaction takes place in North Dakota and the customer is age sixty-five (65) or older, the date must be the fifteenth (15<sup>th</sup>) business day following the date of the transaction);

c) Name and address of the selling Presenter; and

d) The signature of the purchaser, regardless of whether a credit card was used in the transaction.

Younique reserves the right to verify Presenters' resale of product inventory and inspect documentation of retail sales. Therefore, you agree that you will retain your copy of all sales receipts for a period of at least two (2) years and provide them to Younique upon request.

## **SECTION 6 - MARKETING YOUR YOUNIQUE BUSINESS**

### **6.1 - Adherence to the Younique Marketing Plan**

As a Presenter, you are obligated to market and promote your Younique business only as set forth in official Younique literature and in a manner consistent with the Policies and Procedures. You may not offer the Younique opportunity through, or in conjunction with, any other system, program, or offering. Nor shall you require or encourage other current or prospective Presenters to execute any agreements or contracts other than official Younique agreements and contracts in order to become a Presenter. Similarly, you agree that you shall not require or encourage other current or prospective Presenters to make any purchase from, or make payment to, any individual or other entity in order to participate in the Younique opportunity other than those purchases or payments identified as recommended or required in official Younique literature.

You are not permitted to offer for sale any items that are similar to any Younique product, such as any competing, copycat or counterfeit products.

### **6.2 - General (applying to both online and offline marketing and promotion)**

It is your responsibility to safeguard and promote the good reputation of the Younique brand; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

## 6.2.1 - Trademarks and Copyrights

You may not use Younique trade names, trademarks, copyrighted material, designs, images, or symbols without prior written permission. Video or audio recordings of company events, training, and/or speeches are also copyrighted and may not be utilized or distributed without written permission.

The name Younique (and other names or logos as may be adopted by Younique) is a trademark of Younique, is of great value to the Company, and is supplied to you for your use only in an expressly authorized manner. Use of the Younique name or any other name or logo adopted by Younique in any way not authorized by the Company in these Policies and Procedures or without specific written permission from the company is prohibited.

As a Presenter you may use the Younique name in the following manner:

[Presenter's Name], Independent Younique Presenter

Example: Alice Smith, Independent Younique Presenter

Except as specifically set forth in Section 6.4.1.1 below, you are not allowed to use the name Younique (or any other names or trademarks adopted by Younique) in any form in your team name, a tagline, a Registered External Website name, your Personal Website address or extension, a website domain name, in an email address, as a personal name, or as a nickname. For example, you may NOT secure a domain name such as [www.buyYounique.com](http://www.buyYounique.com); NOR an email address such as [Youniquessales@gmail.com](mailto:Youniquessales@gmail.com).

Additionally, if you use the Younique name in a voicemail greeting, you must specify that you are a “Younique Independent Presenter” to clearly distinguish yourself from Younique or any other registered business name of the Company. You are also not permitted to answer your phone by improperly using the Company’s name (e.g. you may not answer “Thank you for calling Younique, Susan speaking.”)

There are numerous words, images, phrases, taglines, and/or ideas developed by or coined within the Younique community and used by Presenters to promote Younique, their Younique business, or their Younique team. No Presenter can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the Younique community domain for use by all Presenters. Therefore, you are not allowed to claim ownership of any such words, images, phrases, taglines, names, or phrases, and agree that you will not seek to register any such words, images, phrases, taglines, names, or phrases as a trademark, copyright, or domain name. In the event that you do, you agree to assign to Younique any such trademark application or registration, or copyright or domain registration. In addition, Younique may elect to take disciplinary action against you as provided in Section 11. By entering into the Independent Presenter Agreement and/or renewing your Independent Presenter Agreement, you hereby assign any rights that you may have to or in any such intellectual property to Younique and you further agree that Younique may, at its discretion, seek to register any such words, images, phrases, taglines, names, or phrases as trademarks, copyrights, or domain names, as the case may be.

If you would like to post or share an image that displays one of the Younique Marks, you must first obtain written permission from the company prior to posting. This is accomplished by sending a copy of your image to [adapproval@youniqueproducts.com](mailto:adapproval@youniqueproducts.com). To help speed up the approval process, we encourage you to review the Younique Style Guide before submitting your image.

If you would like to post a picture that does not include a Younique Mark, you are welcome to post it without approval. Such images would include selfies, before and after photos, makeover transformations, etc.

### 6.2.2 - Submission of Business or Other Ideas to Younique

By accepting these Policies and Procedures, you acknowledge and agree that Younique has and will have many products and projects in various stages of development and that the result may be similar or identical to your own ideas for products or projects and that you waive any claim to any compensation for any such idea, concept, product, etc. You agree and acknowledge that Younique does not pay for your ideas.

You also agree that if you submit any Submissions, you assign to Younique all of your rights in and to them without compensation or payment of any kind. Unless otherwise specified in writing, this Submissions policy also applies to submissions made as part of any and all Younique contests, promotions, or incentives. All Submissions and all contest, promotion, or incentive submissions shall be the property of Younique. Younique shall not be obligated to keep them confidential and may use or disclose them for any purpose without further permission from you and without any payment to you.

If you have a product, business, creative idea, or creative artwork that you want to sell to Younique as an outside provider, DO NOT SUBMIT that idea or artwork to Younique without first obtaining a written non-disclosure agreement from the Younique legal department.

If you have a business idea that is related to the business and offerings provided by Younique, you have a choice of four options:

- a) Voluntarily sever or cancel your Independent Presenter Agreement to pursue the opportunity;
- b) Submit the idea to Younique for consideration, development, and sourcing at Younique's sole discretion;
- c) Give or sell the idea to someone outside your Household to develop and promote the opportunity; or
- d) Become a provider to Younique, again at Younique's sole discretion (please note that if Younique pursues a non-patented, non-trademarked idea, there is no guarantee that you will be selected as a provider. You will be included in Younique's standard procurement vendor selection process).

### 6.2.3 - Advertising Templates and Approval

You may only advertise or promote your Younique business using approved tools, templates, or images acquired through Younique. No approval is necessary to use these approved tools.

If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Younique marketing department ([adapproval@youniqueproducts.com](mailto:adapproval@youniqueproducts.com)) for consideration and inclusion in the template/image library. Unless you receive specific written approval from Younique to use such self-developed tools, the request shall be deemed denied.

#### 6.2.4 - Altering Packaging, Labels, and Products Prohibited; Adding Personalized Stickers

You may only sell Younique products in their original packaging and may not repackage, re-label, or alter Younique products nor the labels on Younique products you sell. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil liability in some circumstances. Altering a Younique product in ways other than specified in Younique instructions voids all product warranties, and Younique is no longer liable for any damages that result from altered or improperly used products.

Younique does allow you to affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing or obscuring the existing product labels.

#### 6.2.5 - Don't Make False or Exaggerated Product Claims

Presenters may not make claims (including personal testimonials) about the therapeutic or curative properties of any products offered by Younique, except those contained in official Younique literature (if any). Not only would these claims violate Younique Policies, they would likely violate federal and state laws.

#### 6.2.6 - International Enrollment and Sales

You are only allowed to offer the Younique business opportunity within the countries, states, provinces or territories to which Younique is formally permitting Presenter enrollment. You are only allowed to sell Younique products within the countries, states, provinces or territories to which Younique is formally shipping product. You may not accept pre-orders or payment within any country or territory to which Younique is not formally permitting Presenter enrollment or shipping product.

Some of the countries or territories to which Younique is formally permitting Presenter enrollment are on a “Not For Resale” basis only. A Presenter or customer in these jurisdictions may purchase Younique products for personal consumption only, are limited to the amount of product that can be imported and may not resell the products. Therefore, a customer located in a “Nor For Resale” country may only place orders through the Younique website and products must be shipped from the company warehouse directly to the customer. These Policies and Procedures and/or the Independent Presenter Agreement are subject to material change or replacement in each such market if/when Younique’s legal status is changed in any such market.

#### 6.2.7 - Media and Media Inquiries

If a member of the press or media contacts you about Younique or your Younique business, you must contact Younique at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com) before you respond or disclose any information.

If Younique requests that you not respond to said press or media inquiry, or requests that you refer the press or media contact to the Company to respond, you agree that you will comply with such requests. Failure to comply with such a request by Younique may result in immediate termination of your account.

If you wish to proactively contact the media, distribute any form of press release, or appear on any television, radio or other media outlet to disclose or share information about Younique, its products, or the opportunity, you must first seek written approval from Younique at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com).

### 6.2.8 - Presenter Release

By entering into the Independent Presenter Agreement, you authorize Younique to use your name, photographs, testimonials, and/or likeness in Younique advertising or promotional materials with no payment or other form of compensation.

Additionally, you consent to and authorize the use and reproduction of any and all photographs or videos taken by or supplied to Younique, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing, or promotional purposes without payment or other form of compensation.

## 6.3 - Non-Internet Advertising, Marketing, and Promotion

### 6.3.1 - Print Advertisements, Personal Promotional Materials, and Sales Tools

Print advertising, personal promotional materials, and sales tools must utilize Younique-approved templates/images (see Section 6.2.4) or be acquired from Younique. If you wish to design your own ad or marketing materials of any kind, your designs must be submitted to the Younique advertising department ([adapproval@youniqueproducts.com](mailto:adapproval@youniqueproducts.com)) for consideration and inclusion in the template/image library. Unless you receive specific written approval from Younique to use such self-developed tools, the request shall be deemed denied.

Please go to the Back Office for guidelines and to access approved material. If you wish to distribute Younique-approved personal promotional materials (flyers, brochures, etc.) at a business, public, or government facility (schools, libraries, etc.), you must first obtain permission from the business owner or senior-ranking office manager or administrator.

### 6.3.2 - Signage

To avoid giving the appearance of a permanent retail establishment, yard signs and/or other signage must not be displayed on a stationary object, or permanently installed outside, or affixed to the windows of a Presenter's personal residence or other residence. Temporary signage or signage affixed to a mobile object may be displayed in conjunction with a home party, open house, or other approved Younique event. The determination of whether an object is mobile or stationary shall be solely at Younique's discretion.

### 6.3.3 - Telemarketing

You are not permitted to utilize telemarketing or to make "cold calls" to market Younique products or the Younique business opportunity. Nor may you use automatic telephone dialing systems or software relative to the operation of your Younique business. Presenters agree that they shall not place or initiate

any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the Younique products or opportunity.

## 6.4 - Online Advertising, Marketing, and Promotion

It is your obligation to ensure your online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Presenters in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed.

You may not “tag” yourself in online programs (such as, but not limited to, google maps) as the Company location.

Determination of truthfulness, and whether specific activities are misleading or deceptive, is based solely on Younique’s reasonable judgment.

### 6.4.1 - Domain Names, Email Addresses, and Online Aliases

You are not allowed to use or register Younique or any of Younique’s trademarks, product names, or any derivatives, for any internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Younique.

Examples of such IMPROPER use of the Younique include without limitation:

- Youniquegal@msn.com
- www.Youniqueisgreat.com;
- www.myspace.com/Youniquefan;
- www.YouniqueProducts.com/official
- www.YouniqueProducts.com/usa
- www.YouniqueProducts.com/canada,
- setting your email account so the name "Younique" appears as the sender of an email.

#### 6.4.1.1 – Allowed Domain Name Exception

An exception to having the word “Younique” in a domain name or email address is given in the case of www.YouniqueBy[PresenterName].com or www.Youniquely[PresenterName].com where the Presenter’s first name or first and last name is inserted. For example, the following would be permitted for a Presenter named Jane Smith:

- www.YouniqueByJane.com
- www.YouniqueByJaneSmith.com
- www.YouniquelyJane.com
- www.YouniquelyJaneSmith.com

#### 6.4.2.1 - Younique Hotlinks

When directing readers to your Registered External Website or Personal Website it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link directs to the site of an “Younique Independent Presenter.” Attempts to mislead web traffic into believing they are going to a Younique corporate site, when in fact they land at a Presenter Personal Website or Registered External Website, will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Younique’s sole discretion. Redirecting a reader from a Registered External Website or Personal Website to any other website other than the Presenter’s Personal Website is prohibited by Younique policy.

#### 6.4.2.2 - Spam Linking

Spam linking is prohibited. Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites, or other publically accessible online discussion boards or forums. This includes blog spamming, blog comment spamming, and/or "spamdexing." Any comments relating to Younique that you make on blogs, forums, guest books, etc., must be unique, informative, and relevant.

### 6.4.3 - Internet Advertising / Awareness Generation

A Younique sale should be a personal sale. To that end, the following rules govern use of various sales and marketing channels.

#### 6.4.3.1 - Online Classifieds

You may use online classifieds for prospecting, recruiting, sponsoring, and informing the public about the Younique business opportunity and/or your Younique events, provided you do so in a way that complies with policies regarding Younique-approved templates/images—including that you identify yourself as a “Younique Independent Presenter.”

Online Classified sites should generally be used as a recruiting tool to discuss the business opportunity. We encourage you to use phrases such as, “Join my Younique team” or “How would you like to sell the Younique 3D Fiber Lashes?” followed by “Contact me for more information.” You may NOT use online classifieds (including, without limitation, buy-sell-trade sites, news site classifieds, etc.) to list, sell, or retail specific Younique products or product bundles. However, once a potential recruit/hostess reaches out to you, you are welcome to inform them of Younique products. This policy extends to Buy/Sell/Trade sites, news site classifieds, etc.

You are welcome to post about Younique products within a Facebook group that you personally created, or on a Facebook group page or other Online Classified site promoting work from home/direct sales opportunities, cosmetics, etc., as long as you continue to adhere to all other Younique policies.

Younique presently allows an exception for Facebook groups that are directly created by a Presenter. It is permitted to have a Facebook group of your own, and use that as a platform to send customers/recruits to your Younique parties.

It is also permitted to respond to postings in a buy-sell group where a potential customer posts a comment about Younique products.

#### 6.4.3.2 - eBay / Online Auctions

You may not list or sell Younique products or the Younique business opportunity on eBay or other online auctions, nor may you enlist or knowingly allow a third party (customer) to sell Younique products or the Younique business opportunity on eBay or other online auctions.

#### 6.4.3.3 - Online Retailing

You may not list or sell Younique products on any online retail store or e-commerce site (including an e-commerce site you create, or any online retail platforms such as Amazon, AliBaba, eBay Stores, etc.), nor may you enlist or knowingly allow a third party (customer) to sell Younique products on any online retail store or e-commerce site.

#### 6.4.3.4 - Banner Advertising

You may place banner advertisements on a website provided you use Younique-approved templates and images. All banner advertisements must link to your Personal Website or a Registered External Website. The banner ad must identify the advertiser (you) as an “Independent Younique Presenter.”

You may not use blind ads or web pages that make product or income claims that are ultimately associated with Younique products or the Younique business opportunity.

#### 6.4.3.5 - Unsolicited Email and Faxes / Mass Emailing

You are not allowed to transmit mass or unsolicited faxes or emails to promote Younique, its products, or the Younique business opportunity to people you do not know, or who have not given you permission to contact them regarding Younique. People who are "opt in" subscribers, who have initiated a request to be included in bulk emailing, newsletter, or other standardized communications from you, are allowed. However, you must ensure at all times that all of your business practices comply with Canada’s anti-spam legislation (S.C. 2010, c. 23). The use of deceptive subject lines and/or false header information or any other fraudulent tactics is prohibited. The making of unauthorized, false or exaggerated claims are also prohibited, as more fully described in Section 6.2.5.

If you do send emails or faxes promoting Younique products or the Younique business opportunity to people with whom you have a previous relationship or who have authorized you to send them emails or faxes, the emails or faxes that you send must:

- a) Have a functioning and non-deceptive return email address or fax number to you;
- b) Contain a notice that advises the recipient that he or she may reply to the email or fax, via the functioning return email address or number, to request that future email or fax solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice);
- c) Include your physical mailing address;
- d) Clearly and conspicuously disclose that the message is an advertisement or solicitation; and

- e) Not make use of deceptive subject lines and/or false header information.

If you send such emails or faxes, you must honor all opt-out requests, whether received by email or regular mail.

#### 6.4.3.6 - Social Networking Sites (Facebook /LinkedIn/Google+/Etc.)

You may use social networking sites (e.g., Facebook, MySpace, LinkedIn, Twitter, Pinterest, YouTube, blogs, forums, and other social shared interest sites) to share information about the Younique business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific Younique products where the transaction takes place on that platform. The only online environment in which sales of Younique product may be made is through your Personal Website. Your use of social networking sites and social media must comply with the following guidelines:

1. You may not use the term “Younique” or any of Younique’s trademarks, product names, or any derivatives thereof as your user name, profile, handle or address for any social networking or social media site except as provided in Section 6.4.1.1 above (e.g., @youniquelyjane would be a permitted Twitter account name).
2. These sites may not be used for e-commerce through the social media platform. All sales and enrollment transactions must take place through your Personal Website.
3. Profiles you generate in any social platform where you mention or discuss Younique must clearly identify you as an “Independent Younique Presenter.”
4. Your participation on any social media platform must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. Do not post any comments, photos, or videos that are rude or offensive to another Presenter. The determination of what is inappropriate is at Younique’s sole discretion, and offending Presenters will be subject to disciplinary action and/or termination.
5. Unprofessional or disrespectful online conduct toward Younique competitors is strictly prohibited. You may not disparage any Younique competitor, their customers, or their products on a social media platform such as Facebook or Twitter.
6. Banner ads and images used on these sites must be current and must come from the Younique approved library.
7. If a link is provided, it must link to your Personal Website or a Registered External Website. The determination of what is inappropriate is at Younique’s sole discretion, and offending Presenters will be subject to disciplinary action and/or termination.
8. You must follow the social media site’s terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site’s terms of use. Whenever you will make use of social media sites, you shall at all times make sure to comply with Canada’s anti-spam legislation (S.C. 2010, c. 23).

9. During the term of this Independent Presenter Agreement and for a period of twelve (12) calendar months thereafter, you may not use any social media site on which you have discussed or promoted Younique products or the Younique business opportunity to directly or indirectly solicit Younique Presenters for another direct selling or network marketing program. Nor may you take any action that may reasonably be foreseen to result in drawing an inquiry from other Presenters relating to any other direct selling business that you may be involved in as a consultant or distributor.

10. You may post or “pin” photographs of Younique products on a social media site as long as the photos are received from Younique via your Personal Website or are photos that you have taken and they comply with Section 6.4.3.7 below.

11. If you create a business profile page on any social media site that promotes or relates to Younique products or the Younique business opportunity, the business profile page must relate exclusively to your Younique business and Younique products. If your Independent Presenter Agreement is cancelled for any reason or if you become inactive, you must deactivate the business profile page.

#### 6.4.3.7 - Digital Media Submission (YouTube, iTunes, PhotoBucket, Instagram, etc.)

You may upload, submit, or publish any Younique-related video, audio, or photo content that you develop and create as long as it aligns with Younique values, contributes to the Younique community greater good, and is in compliance with the Policies and Procedures (including with respect to use of Younique images/trademarks/etc.).

These submissions must clearly identify you as an “Independent Younique Presenter” (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not the Company.

You may not upload, submit, or publish any content (video, audio, presentations, or any computer files) received from the Company or captured at official Younique events or in buildings owned or operated by the Company without prior written permission from [adapproval@youniqueproducts.com](mailto:adapproval@youniqueproducts.com). This would include any presentations by speakers or Younique corporate employees given in an auditorium or break-out meeting sessions at a Younique event.

#### 6.4.3.8 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable, if the ad complies with the following guidelines:

- a. The ad must identify you as an “Independent Younique Presenter”
- b. The destination URL must be to either your Personal Website or Registered External Website.
- c. The ad must not lead the user to assume they are being led to a Younique corporate site or be inappropriate or misleading in any way.

#### 6.4.4 - Presenter Personal Websites

Upon enrollment, all Presenters receive a personalized version of the Younique Presenter website. This website is referred to herein as the “Personal Website”. In addition, if a Presenter wishes to do so, a

Presenter may develop and use a Registered External Website, subject to specific policies and requirements as set forth below.

You are not allowed to monetize your Personal Website or Registered External Website through affiliate programs, Google AdSense, or similar programs.

#### 6.4.4.1 - Personal Website and Registered External Website Domain Names

By default, your Personal Website URL is `youuniqueproducts.com/FirstnameLastname`, but you may change this default ID. If you choose to change this default ID, or if you choose to operate a Registered External Website, the name that you choose cannot:

- a) Use the word "Younique" in any form except as specifically permitted under Section 6.4.4.1 above;
- b) Use any of the Younique product names in any form (i.e., Moodstruck, 3D, 3D Fiber Lash Mascara, etc.);
- c) Be confused with other portions of the Younique corporate website;
- d) Confuse a reasonable person into thinking they have landed on a Younique corporate page;
- e) Be confused with any Younique team name;
- f) Contain any discourteous, misleading, or off-color word that detracts from Younique's image or brand;  
or
- g) Identify or be confused with a geographical location, region, state name, or country.

State/province names, country names or abbreviations of these geographical names when used in isolation are not allowed (for example: `youuniqueproducts.com/USA`, `youuniqueproducts.com/Toronto`, etc.). However, if the geographical name is used with an identifier then it is allowable (for example: `youuniqueproducts.com/ChicagoJane`).

URL extensions in use before an Elite registers her/his team name may remain, but extensions put into use after a team name is registered will be removed. Examples of inappropriate naming conventions are: `/info`; `/official`; `/buy`; `/search/products`; `/hometeam`; `/teamfabulous`; `/#&@%`; `/Youniquegal`; `/Youniqueking`. If you have any questions about selecting a URL, contact [compliance@YouniqueProducts.com](mailto:compliance@YouniqueProducts.com).

#### 6.4.4.2 - Younique Presenter Personal Websites (PWS)

When you register as a Presenter, you receive a Personal Website subscription to facilitate the online buying experience for your customers. A Personal Website is included in the cost of your Starter Kit (there is no additional or monthly fee for your Personal Website). You are solely responsible and liable for the content that you add to your Personal Website and must regularly review the content (at least once every thirty (30) days) to ensure it is accurate and relevant. You may not alter the branding of your Personal Website, and you may not use your Personal Website, including links to other websites, to promote,

market, or sell non-Younique products, services, or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- a) The Younique Independent Presenter logo;
- b) Your name;
- c) The Younique corporate website redirect button;
- d) Artwork, logos, or graphics; or
- e) Original text.

Because your Personal Website resides on a Younique domain, Younique reserves the right to receive analytics and information regarding the usage of your Personal Website.

#### 6.4.4.3 - Registered External Websites (Non-Personal Websites)

Subject to the requirements below, you are allowed one external website (not including a team website you may develop) that you may use to personalize your Younique business and promote the Younique opportunity. However, before launching any such website, you must submit a beta site to Younique for review, and receive Younique's written approval before the site can go live. Once a website is approved by Younique in writing, it is a "Registered External Website". Any changes to the website must be submitted to Younique, and you must receive Younique's written authorization to make the change before going live with the change. Younique, at its sole discretion, may request changes or ask to terminate the Registered External Website.

If you wish to develop a Registered External Website, you must do the following:

- a) Set up a Personal Website;
- b) Submit a beta version of your Registered External Website with Younique by contacting [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support);
- c) Adhere to the branding and image usage policies described in these Policies and Procedures;
- d) Agree to modify your website to comply with current or future Younique policies; and
- e) Agree to redirect or forward your Registered External Website to Younique's corporate home page in the event of the voluntary or involuntary cancellation of your Independent Presenter Agreement.

A blog or website developed on a blogging platform that is developed for the primary purpose of marketing or promoting Younique products and/or the Younique business opportunity is considered a Registered External Website and must be registered with Younique. Blogs, created by you or others, that are developed primarily for other purposes that mention Younique and direct traffic to your Personal Website or Registered External Website do not need to be registered. However, any blog entries that concern Younique products or the Younique opportunity must comply with these Policies and Procedures regarding product and income claims.

If you are a Green Elite (or higher), you may have information on your Registered External Website stating that you can be contacted to assist in finding a Presenter from your team in the customer's area. For example, you could state, "If you would like to find a Presenter in your area, please email or call me and I will have a member of my team contact you."

You may not receive any monetary compensation or exchange for goods and services from any Presenter to build, host, or maintain their Registered External Website, but you are allowed to voluntarily help other Presenters should you choose to do so. You are not allowed to manage nor have ready access to the database or site administration of any sites you build for your team. Any exploitive actions on websites built for team members are prohibited and seen as a violation of Younique's philosophy of giving more than you take. All assets, video, pictures, graphics, plug-ins, etc., used on a site you build for your Downline or any other Presenter must be housed on the domain owned by that Presenter, not a domain that you own. Absolutely no links on any site you build for a Presenter should link to either your Personal Website or Registered External Website. Also, you cannot use the site to promote, market, or link to your web development business website.

You may not implement or use lead capture software on your Registered External Website, website or social networking sites (e.g., Facebook, MySpace, LinkedIn, Twitter, Pinterest, YouTube, blogs, forums, and other social shared interest sites).

Search engine optimization spam and/or Black Hat search engine optimization is strictly prohibited and subject to financial penalties. These techniques include unethical link building, duplicating websites, cloaking web pages, doorway pages, bad neighborhood link building or other unethical practices. Any white hat search engine optimization conducted by a paid provider (or similar organized effort) must first be approved by the Younique compliance team at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com).

Should you elect to make use of a Registered External Website, the following Section 6.4.5.2.1 through 6.4.4.3.6 apply to you.

#### 6.4.4.3.1 – Registered External Website Content

You are solely responsible and liable for content, messaging, claims, and information contained in your Registered External Website and must ensure your Registered External Website appropriately represents and enhances the Younique brand and adheres to these Policies and Procedures. Additionally, your Registered External Website must not contain disingenuous pop-up ads or promotions or malicious code. Decisions and corrective actions in this area are at Younique's sole discretion.

#### 6.4.4.3.2 - Presenter Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

1. The Independent Younique Presenter logo;
2. Your name and title; and
3. Younique corporate website redirect button.

Although Younique brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at your Registered External Website and not a Younique corporate page.

#### 6.4.4.3.3 - Registered External Websites Must Exclusively Promote Younique

Your Registered External Website must contain content and information that exclusively promotes Younique products and the Younique business opportunity. You may not advertise other products or services other than the Younique product line and the Younique business opportunity. For example, you may not create an internet retail store where brands other than Younique are offered.

#### 6.4.4.3.4 - No e-Commerce or Stock-and-Sell Retailing

Your Registered External Website must only facilitate driving traffic to your Personal Website. You may not stock and sell Younique products, nor may you facilitate an e-commerce environment that would facilitate this model at your Registered External Website. All orders must be placed through your Personal Website.

#### 6.4.4.3.5 - Registered External Website Termination

In the event of the voluntary or involuntary cancellation of your Independent Presenter Agreement, you are required to remove your Registered External Website from public view within five (5) business days and redirect (forward) all traffic from that domain to [www.YouniqueProducts.com](http://www.YouniqueProducts.com). Alternatively, if your Independent Presenter Agreement is terminated for any reason, your Registered External Website may be transferred to another Presenter, subject to Younique's approval, on a case-by-case basis.

#### 6.4.4.3.6 - Registered External Website Links

Your external website can only link to pages within your approved Registered External Website, your Personal Website, or to your social networking sites that you use to promote your Younique business (e.g., Facebook, Twitter, LinkedIn, etc.). You cannot monetize your external Younique website by having outbound links, affiliate programs, Google Ad Sense, or other similar tactics.

#### 6.4.4.3.7 - External Team Websites

If you have achieved the rank of Elite or higher, you may develop a team website for the purpose of connecting, communicating, training, education, and sharing best practices among your team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password-protected. A team website must not be used to promote your team and cannot have links to the Elite's Personal Website or Registered External Website. Elites cannot use their team name in the URL of their Personal Website or Registered External Website. You may build a team website on social media platforms so long as it complies with the guidelines in the sections above and it must be private with the activity of the group not represented outside the group. All team websites must be registered with Younique by contacting [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com). Because team websites must be password protected, please be sure to provide a user name and password so that Younique may review the site.

Team sites are not to be used as a form of marketing for you or your team. The following is a list of steps that you or your site builder need to take in order to prevent your team website from garnering page rank and showing up in search engine results:

1. Do not submit sitemaps to search engines.
2. Add this meta code to your site: <Meta name = "Robots" Content = "Noindex, Nofollow">. This will prevent search engines from indexing your site.
3. Don't add other meta data such as meta descriptions, titles, or tags to the code of the site. If you have any such meta data on your site you'll need to remove it.
4. Publish a robots.txt file to the site with a disallow tag so crawlers won't visit any pages on the site. Provide a screen shot of this file and submit it to [compliance@yuniqueproducts.com](mailto:compliance@yuniqueproducts.com) for the Company's records.

## 6.5 - Commercial Outlets and Trade Shows

### 6.5.1 - Commercial Outlets / Retail Stores

You are not allowed to offer Younique products for sale in any permanent retail or service business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders. A promotional display means signs, banners, flyers or other advertising materials. Such displays may be in or near retail locations, provided that you comply with all applicable laws and have permission from the property owner. However, such displays may not include any product.

Cash-and-carry sales from a retail establishment are strictly prohibited. Signs, banners, flyers and other advertising outside retail locations announcing or directing shoppers to a Younique display inside a retail environment are prohibited. In addition, you may not sell on the sidewalk of a retail establishment or in the parking lot of a retail establishment.

Customer orders cannot be delivered to customers at any retail location. Deliveries to customers must be made outside of and away from retail environments.

### 6.5.2 - Reselling

You cannot knowingly sell to anyone who is going to resell Younique products in retail environments, online, through fairs and shows, or through any other reselling/retailing venue.

### 6.5.3 - Cooperative Advertising and Promotion with Retail Entities

Younique products and/or the Younique business opportunity may not be offered in an online or offline advertisement or promotion (including in-store product giveaways) with any retail store, business, or entity. Co-operative promotions with service entities (i.e., a dentist or doctor's office) are allowed only with prior approval from Younique ([adapproval@YuniqueProducts.com](mailto:adapproval@YuniqueProducts.com)).

#### 6.5.4 Trade Shows

In markets where Younique products are available for resale (see current exclusions in Section 6.2.6 above), Younique products may be sold at trade show events as long as the product is not sold or displayed with other non-Company products. As referenced in Section 7.1 below, Presenters shall not advertise products at trade shows for less than the retail price published by Younique. All trade shows are at the Presenters own expense. If the venue requires a tax identification number, it is the sole responsibility of the Presenter to provide such tax identification number.

## SECTION 7 - OPERATING YOUR YOUNIQUE BUSINESS

### 7.1 - Product Sales

To be eligible for Bonuses, Commissions, and advancement, you must meet the milestones and requirements set forth in the Royalty Plan. Regardless of your rank or level of achievement, you have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing your existing customers.

#### 7.1.1 – Pricing your products

Presenters are independent contractors and may establish their own price for reselling their Younique products or services.

However, Presenters shall not advertise products for less than the retail price published by Younique.

Furthermore, no bulk pricing or special enticement advertising is allowed. This includes, but is not limited to, offers of free Starter Kits, free shipping or other such offers that grant advantages beyond those available through any Presenter's Personal Website.

Presenter is responsible to adhere to all local laws concerning pricing.

### 7.2 - Sales Receipts

You are required to provide your retail customers with two (2) copies of an official Younique sales receipt at the time of the sale and you must retain your copy of these sales receipts, and make them available to Younique upon request, for a period of two years.

### 7.3 - Ordering and Shipping

How you place orders, shipping, discounts, returns, exchanges, replacements and other related matters are all set forth on [www.youniqueproducts.com](http://www.youniqueproducts.com).

### 7.4 - Sponsoring

If you are an active Presenter, you have the right to sponsor and enroll others into Younique by helping them successfully complete an Application as outlined in Section 3.

#### 7.4.1 - Can I Change Sponsors?

No. To protect the integrity of all Downline organizations, Younique does not allow voluntary changes in sponsorship. Please consider carefully before enrolling.

The only exception to the foregoing is that Younique will permit sponsor changes where the Presenter (a) selected a sponsor by mistake, (b) reported such mistake to [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support) within seventy-two (72) hours, and (c) can provide documentary evidence confirming that the selection was a mistake rather than a case of a change of mind. All three (3) of the foregoing conditions must be met for a sponsor change to be considered.

You may, however, change Sponsors by cancelling your Younique business and remaining inactive for six (6) months. Spouses and/or other members of your Household may not enroll during that six (6) month period. Following this six (6) month period, you may reapply under a new Sponsor and will be required to purchase a new Starter Kit.

#### 7.4.2 - Can a Minor Enroll in Younique?

No. You may not recruit or enroll a person who is recognized as a minor in his or her country/state/province of residence. It is your responsibility to know the age of majority (or adulthood) in the countries/states/provinces in which you sponsor other Presenters.

#### 7.4.3 - Marketing the Business Opportunity: Limitation on Recruiting Efforts

You may not offer any monetary inducement to encourage others to join your Younique team. This includes, but is not limited to, offers to pay for new recruits' Starter Kits, offers of free product, gifts, and offers to provide incentives if new recruits reach milestones within a certain time period.

The initial transaction to become a Presenter (i.e., purchasing a Starter Kit) must be a stand-alone transaction between Younique and the prospective Presenter and cannot be linked to any future performance, milestones, or promises.

#### 7.5 - One Younique Business per Presenter and per Household

As a Presenter you are allowed to operate, own, have an interest in, or receive compensation from only one (1) Younique business. Furthermore, individuals from the same family unit (husbands and wives or common-law couples (collectively "spouses") and dependent children living in the same Household) may not have an interest in more than one (1) Younique business.

If spouses choose to operate a Younique business, they must be jointly sponsored as one (1) Younique business. Spouses, regardless of whether one or both actually sign the Application, may not own, operate or participate in (either directly or indirectly) any other Younique business. All other business partnerships must contact [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com) and timely complete all documentation required by Younique's compliance department.

The only exceptions Younique will consider to this policy are if (a) two (2) existing Younique Presenters marry, or (b) in the case of a Presenter receiving an interest in another Younique business through inheritance. Exceptions will be considered on a case-by-case basis and must be submitted in writing to [compliance@YouniqueProducts.com](mailto:compliance@YouniqueProducts.com).

### 7.5.1 - Actions of Household Members or Affiliated Individuals

If a member of your immediate household engages in activities that violate the Independent Presenter Agreement (including these Policies and Procedures) you will be considered to be in violation of the Independent Presenter Agreement, and Younique may take disciplinary action against you.

Similarly, in the case of a Younique business entity, if any individual associated with that entity violates the Independent Presenter Agreement, these actions will be deemed a violation by the entity and Younique may take disciplinary action against the entity.

### 7.6 - Business and Property Insurance

Contact a competent and duly licensed insurance broker/agent to make certain that your business and your property (including any Younique products inventory) is protected. Younique is not responsible for obtaining insurance on behalf of any Presenter.

## SECTION 8 - PAYMENT

### 8.1 - Insufficient Funds

It is your responsibility to ensure there are sufficient funds or credit available in your account to cover orders you submit. If funds or credit are not available, the system may not accept your order, or your order will be held and you will be contacted. If your order is held and substitute payment is not received within five (5) days, the order will be cancelled, and you will not receive volume credit for the order.

### 8.2 - Returned Checks

In the event your bank returns a check for insufficient funds, Younique will contact you to obtain a credit or debit card to cover the payment. A USD\$25 returned-check fee will be added to the order amount. Younique reserves the right to require that future orders be paid by credit card, money order, or cashier's check. Any unresolved or outstanding balance owed Younique will be withheld from your Bonus and Commission payments.

### 8.3 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

You are not allowed to permit other Presenters or customers to use your credit or debit card or permit debits to your checking account(s) to enroll in or make purchases from Younique.

### 8.4 - Sales Taxes

The Younique program has been designed to free you from as many administrative and operational tasks as possible. To this end, Younique assumes the burden of remitting sales taxes, keeping sales tax records, and filing sales tax reports.

In jurisdictions in which Younique products are subject to sales tax, Younique collects and remits sales tax as a service to its Presenters on all purchases, including rewards that a host receives. As a result, all orders that you submit will include the correct sales tax. Younique will collect and remit sales taxes on your behalf, according to applicable tax rates in the state, province, county, and/or municipality the order is shipped to. The taxability of products and sales tax rates differ by state and provinces; and local taxes (county, municipality, and other tax districts) further complicate the picture. This could result in a disparity between what Younique charges you and what you in turn charge your customer, depending on the location of the sale and where the order is shipped.

If a difference occurs, it is your responsibility to contact Younique at [www.youniqueproducts.com/business/support](http://www.youniqueproducts.com/business/support) for an adjustment. Be prepared to provide the date of sale, state, county, city, and applicable rate of tax where shipped, total retail sales, and the amount of the additional tax or credit due. It is your responsibility to know what products are taxable and at what rate based on where products are sold and/or shipped. If you have questions regarding taxability and rates, contact the appropriate revenue agency. Presenters need to be aware that any fundraising event performed by a non-profit organization requires sales tax to be collected and remitted to the appropriate authorities. Presenters should clearly communicate this requirement to the event organizer prior to the event.

## **SECTION 9 - WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES**

### **9.1 – The Younique Love It Guarantee**

Younique offers a return policy, known as the Love-It Guarantee. This return policy is available on [www.youniqueproducts.com](http://www.youniqueproducts.com)

### **9.2 - In-home purchase cancellation policy**

If a Presenter or customer makes a purchase arising from an in-home presentation, the customer has the right to cancel for a full refund until midnight of the third (3<sup>rd</sup>) business day after the sale.

This three (3) day cancellation option applies to sales at the buyer's home, workplace or dormitory, or at facilities rented by the seller on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants. The cancellation option applies even when consumer invites the Presenter to make a presentation in consumer's home.

If a Presenter makes an in-home presentation to a consumer (prospective Presenter or customer), the Presenter making the presentation must notify such consumer of the three (3) day cancellation right.

### 9.3 – Return of Commissions Received for Returned Purchases

Younique may, at its discretion, retrieve or reverse any Bonuses, Commissions, or status advancements received by a Presenter as a result of the returned order. This will include a negative holding from any outstanding returns to cover the already paid amount.

### 9.4 - Restrictions on Return of Bulk Purchases

The return policy applies to purchases for personal consumption (including party orders consolidated for multiple consumers). It does not provide for return of bulk orders made for non-compliant purposes.

In cases where bulk orders are made for non-compliant purposes (as determined by Younique in its discretion), bulk orders are final.

Examples some (but not all) non-compliant purchases triggering that render a sale final are excessive inventory purchases (see Section 10.4 below), purchases to obtain rank (see Section 10.2 below) and purchases for resale over eBay (see 6.4.3.2).

Bulk order return restrictions are superceded by Sections 9.2 for in-home sales and 9.5 for return of inventory at time of cancellation.

### 9.5 - Return of Inventory and Sales Aids by Presenters Upon Cancellation

Upon cancellation of a Independent Presenter Agreement, the Presenter may return products and sales tools that he or she personally purchased from the Company within one (1) year prior to the date of cancellation (the one (1) year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in Resalable condition.

Upon the Company's receipt of returned goods and confirmation that they are in Resalable condition, the Presenter will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

### 9.6 – Other Rules

Other rules regarding returns, exchanges, and replacements are set forth on the website at [www.youniqueproducts.com](http://www.youniqueproducts.com).

## **SECTION 10 - RESTRICTIONS ON PRESENTER ACTIVITIES**

### 10.1 – Improper Recruiting

You may not offer to pay for all or any portion of a recruit's enrollment, nor may you offer gifts, incentives, or anything of monetary value in exchange for enrolling. Furthermore, you may not advertise on your Personal Website, Registered External Website, blog or any other location or media that you will discount

the price or reimburse all or any portion of the price of the Starter Kit, or offer any kind of gift or incentive, if they enroll under you in Younique.

Acceptable conduct: Working with a host to enroll, and then transferring the benefits they receive from the party to start-up Presenter benefits, is acceptable. Once a recruit has joined your team, you are free to offer them incentives to encourage behavior, but not before they enroll.

## 10.2 - Bonus Buying Prohibited

Bonus-buying activities are fraudulent and constitute a material breach of your Agreement. Bonus buying includes:

- a) The enrollment or attempted enrollment of an individual or entity as a Presenter without their knowledge or consent; or
- b) The enrollment or attempted enrollment of non-existent individuals or entities as Presenters (this means you may not enroll a deceased or fictitious person or a fictitious business entity as a Presenter).

As a Presenter:

- a) You must be able to prove that anyone signing up as a recruit under you did so with full knowledge and understanding of the terms of the Agreement.
- b) You may not offer to pay for all or any portion of a recruit's enrollment, nor may you offer gifts, incentives, or anything of monetary value in exchange for enrolling. Once a recruit has joined your team, you are free to offer them incentives to encourage behavior, but not before they enroll. Furthermore, you may not advertise on your Personal Website, External Website, blog or any other location or media that you will discount the price or reimburse all or any portion of the price of the Starter Kit, or offer any kind of gift or incentive, if they enroll under you in Younique.
- c) You may not purchase or encourage the purchase of Younique products, either directly or indirectly by placing orders or purchasing product from another Presenter (regardless of who ends up with the product), in an attempt for you or another Presenter to qualify for a rank advancement or achieve an incentive trip, reward, or recognition. If you are building up inventory for a show or event, this is allowed as long as you can provide Younique evidence of the show/event upon request. Younique regularly audits rank advancements, promotions, and incentive trips to identify instances of bonus buying. Younique must be vigilant in ensuring that orders are placed on behalf of Younique customers through their Presenters.

## 10.3 – Fraudulent Activities Prohibited

You may not enroll an individual or entity as a Presenter without their knowledge or consent. You may not enroll non-existent individuals or entities as Presenters (this means you may not enroll a deceased or fictitious person or a fictitious business entity as a Presenter).

You may not use false identification numbers, false names, buy additional product to achieve or maintain a certain status, warehouse products, or use any other form of manipulation that violates the terms and conditions of the Royalty Plan or its spirit and intent.

Where appropriate, individuals engaged in fraud will be turned over to legal authorities. If you become aware of fraudulent behavior, please contact Younique at [compliance@YouniqueProducts.com](mailto:compliance@YouniqueProducts.com).

## 10.4 - Inventory Purchases

The Younique program is designed so that you do not need to invest in and stock inventory for resale purposes. You must never purchase more products than you can reasonably use or sell to retail customers in one (1) month, and must not influence any other Presenter to buy more products than she or he can reasonably use or sell to retail customers in one (1) month. As such, you are prohibited from purchasing more than USD\$1,000 per month in products, unless you can certify to Younique that you have pending retail orders in excess of USD\$1,000 or provide Younique with other business reasons why such a purchase is necessary.

If you are building up inventory for a show or event, this is allowed as long as you can provide Younique evidence of the show/event upon request.

## 10.5 - Using Income Claims in Recruiting Efforts

In your recruiting and sponsoring efforts, you may not make specific claims to demonstrate the earning potential of Younique or party plan/direct selling opportunities by sharing your own earning information or sharing the earning information or testimonials of other Presenters. Not only can this activity be counterproductive, there are laws that regulate, and even prohibit, certain types of income claims and testimonials made by people engaged in direct selling.

When you are discussing the Younique business opportunity or Royalty Plan with a prospective Presenter, you may not make income projections or income claims or disclose information about your personal Younique income. Similarly, you may not exhibit actual, copies or representative reward checks in the promotion of the product or the Younique business opportunity. You may not use hypothetical income examples to help her/him understand how the Royalty Plan operates.

### 10.5.1 –Royalty Plan Claims

When presenting or discussing the Royalty Plan, you must make it clear to prospective Presenters that financial success with Younique requires commitment, effort, and sales skill. You must never represent that one can be successful without diligently applying themselves.

Examples of misrepresentations (and thus statements to AVOID) in this area include:

- a) It's a turnkey system;
- b) The system will do the work for you;
- c) Just get in and your Downline will build through spillover;
- d) Just join and I will build your Downline for you;

- e) The company does all of the work for you;
- f) You don't have to sell anything; or
- g) All you have to do is buy your products every month.

The above are just examples of improper representations about the Royalty Plan. It is important that you do not make these or any other representations that could lead a prospective Presenter to believe that he or she can be successful as a Presenter without commitment, effort, and sales skill.

### 10.5.2 –Responsibility for Presenter Statements

You are fully responsible for all verbal and written statements made regarding Younique products and/or the Royalty Plan that are not expressly contained in official Younique materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print, or any other means of communication.

You agree to indemnify Younique and Younique's owners, officers, directors, employees, and agents, and hold them harmless from, any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Younique as a result of any unauthorized representations or actions by you. This provision shall survive the termination of the Independent Presenter Agreement.

## 10.6 - Conflicts of Interest

### 10.6.1 - Participation in other Direct Selling Ventures

You may participate in other party plan, direct selling, multilevel marketing, or network marketing business ventures or marketing opportunities whose primary product line/offering does not directly compete with Younique (as determined by Younique in its reasonable discretion). If you have questions about a specific company and whether or not there is a conflict, please contact [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com).

If you are engaged in other non-Younique network marketing programs, it is your responsibility to ensure that your Younique business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- a) You must not sell, or attempt to sell, any competing non-Younique products to other Presenters. Any product in the same generic category as a Younique product is deemed to be competing, regardless of differences in cost, quality, whether the product is not a primary product of the competitor, or other distinguishing factors.
- b) You may not display Younique promotional materials, sales aids, or products with or in the same location as any non-Younique promotional materials, sales aids, or products.
- c) You may not offer the Younique business opportunity or Younique products to prospective or existing Presenters or customers in conjunction with any non-Younique business opportunity or products.

d) You may not offer any non-Younique business opportunity or products at any Younique-related meeting, seminar, convention, webinar, teleconference, or other function.

### 10.6.2 - Presenters Selling to Other Presenters

As a Presenter you, or members of your Immediate Household, are not allowed to sell any competing, copycat, counterfeit, or non-authentic products or services to other Presenters when such products are related in any way to the conducting or maintaining of a Younique business. This policy does not include the selling of authentic Younique products. Additionally, you are not allowed to use Younique information, events, websites, or assets to sell non-Younique products to Presenters.

### 10.6.3 – Nonsolicitation

The term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Presenter to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Subject to compliance with Section 10.6.1 above, you may participate in other direct selling ventures (including party plan, network marketing, and multilevel marketing); however, during the term of the Independent Presenter Agreement, you may not directly or indirectly recruit other Presenters for any other direct selling venture.

Following the cancellation of your Independent Presenter Agreement, and for a period of six (6) calendar months thereafter, with the exception of a Presenter whom you personally sponsored, you agree that you shall not recruit any Presenter for another network marketing business.

During the term of this Independent Presenter Agreement and for a period of twelve (12) calendar months thereafter, you agree that you may not use any social media site on which you have discussed or promoted the Younique business or Younique’s products to directly or indirectly recruit Presenters for another direct selling or network marketing program. In furtherance of this provision, you agree that you shall not take any action that may reasonably be foreseen to result in inviting an inquiry from other Presenters relating to your other direct selling business activities.

You recognize and agree that because network and party plan marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, you agree that this non-solicitation provision shall apply to the United States and to all international markets in which Presenters are located. This provision shall survive the termination or expiration of the Independent Presenter Agreement.

### 10.6.4 - Confidential Information

Younique will make available to you through your Back Office information and reports (i.e., Downline Reports, order history reports, contact lists, etc.) needed to run and grow your Younique business. All Back Office information and reports are confidential and are classified as proprietary information and business

trade secrets (including under the Uniform Trade Secrets Act) exclusively belonging to Younique and are referred to herein as "Confidential Information". This Confidential Information is made available to you in the strictest confidence and for the sole purpose of assisting you in working with your Downline organizations in the development of your team and your business. You may not use any Confidential Information for any purpose other than for developing your independent Younique business. If you participate in any other party plan, direct selling or multilevel marketing ventures, you are not eligible to have access to certain Confidential Information, including, but not limited to, Downline Reports. You may use the Confidential Information to assist, motivate, and train your Downline, and for no other purpose. In so doing, you may not disclose the Confidential Information to any third party, including, without limitation, your Downline. You agree that, but for this agreement of confidentiality and nondisclosure, Younique would not provide Confidential Information to you.

To protect the Confidential Information, you agree that you shall not, on your own behalf or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any Confidential Information to any individual, partnership, association, corporation, or other entity;
- b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to your Back Office;
- c) Use any Confidential Information to compete with Younique or for any purpose other than promoting or supporting your Younique business; or
- d) Recruit or solicit any Presenter listed on any Downline Report or contained in any Confidential Information for another direct selling venture, or in any manner attempt to influence or entice any such Presenter to alter his or her business relationship with Younique.

## 10.7 - Targeting Other Direct Sellers

Younique does not condone consciously targeting the sales force of another direct sales company for recruiting purposes, nor does Younique condone the solicitation of sales representatives from another direct sales company in ways that would cause these representatives to violate the terms of their contracts with their companies. Should you engage in these activities, you risk being sued by these other direct sales companies, and if any lawsuit, arbitration, or mediation is brought against you, Younique will not pay any of your defense costs or legal fees, nor will Younique indemnify you for any judgment, award, or settlement.

## 10.8 - Cross Sponsoring

Cross sponsoring occurs when a Presenter knowingly enrolls (or attempts to enroll) another Presenter or a former Presenter under her when that Presenter is enrolled in a different Line of Sponsorship, or the former Presenter was enrolled in a different Line of Sponsorship within the past six (6) months. This behavior is strictly prohibited. The use of any real or fictitious name, identification, or identification number in an effort to circumvent this policy is considered fraudulent behavior and will not be tolerated.

If you discover cases of cross sponsoring you must immediately report this activity to Younique at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com). When cross sponsoring occurs, it is Younique's right to take disciplinary action against the offending Presenter, as well as any Presenters who encouraged or participated in cross sponsoring in any way. Younique may also choose to restore or move all or part of the offending Presenter's Downline back to his or her original Downline organization at its sole discretion. Presenters involved in cross sponsoring waive all claims and causes of action against Younique relating to the disposition of the cross-sponsored Presenter's Downline organization.

## 10.9 - Negative and Disparaging Remarks

While Younique welcomes constructive input from its Presenters, negative comments and remarks made by Presenters about Younique, its products, or Royalty Plan, however, serve no purpose other than to sour the enthusiasm of other Younique Presenters. For this reason, you must not disparage Younique, other Younique Presenters, Younique's products, the Royalty Plan, or Younique's owners, officers, or employees. If you disparage any of these parties, it is considered a material breach of your Independent Presenter Agreement, and you will be subject to disciplinary action.

## 10.10 - Making Claims Regarding Government Approval or Endorsement

No regulatory agencies nor officials of any jurisdiction approve or endorse any specific direct selling or network marketing companies or programs. Therefore, you shall not represent or imply that Younique or its Royalty Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

## 10.12 - Use of Nonpublic Information

No Presenter may act on, or benefit in any way from, any information about Younique, or its future plans, to pursue any aspect of the Presenter's business prior to the public announcement of such information by Younique. Such information may include, but is not limited to, any information gained through relationship, conversation, or communication with Younique employees, directors, or corporate officers, and includes all information that has not been publicly announced. Any actions taken prior to a public announcement will be deemed to be a violation of the Independent Presenter Agreement and subject to disciplinary proceedings as defined in Section 11 of these Policies and Procedures, including termination of your Presenter status. For further clarification, please see the definition of Nonpublic Information in the definitions section of this Agreement.

# SECTION 11 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

## 11.1 - Disciplinary Sanctions

If you are found in violation of your Independent Presenter Agreement, or if Younique determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at Younique's discretion, to one or more of the following corrective measures:

- a) A written warning or admonition;
- b) A requirement that you take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from Bonuses, returns and Commission payments;
- d) Loss of rights to one or more Bonus and/or Commission payments;
- e) Suspension of your Independent Presenter Agreement for one (1) or more pay periods;
- f) The removal of a First Level Presenter and their Downline organization from your Downline organization;
- g) Involuntary termination of your Independent Presenter Agreement;
- h) Permanent or temporary loss of or reduction in your current and/or lifetime rank (which may be subsequently re-earned);
- i) Suspension and/or termination of your Personal Website or your access to your Back Office; and/or
- j) Any other measure allowed within any portion of the Independent Presenter Agreement, or which Younique deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or other contractual breach.

In the event one or more of the above measures is implemented against you due to your violation of any provision of the Presenter Agreement or the Policies and Procedures, notification of the violation and the corrective measure will be given to you by the Younique compliance team. In addition, in the case of egregious, recurring, or multiple violations, notification of the violation and corrective measure may be given to your Sponsor, upline Elite Presenter and/or upline Exclusive Presenter.

Younique may withhold from you all or part of your Bonuses and Commissions while the Company is investigating any potential or alleged misconduct. If your Younique business is cancelled for disciplinary reasons, you will not be entitled to any Commission or Bonus withheld during the investigation period. Younique is granted and reserves the right to institute legal proceedings for monetary and/or equitable relief.

## 11.2 - Results of Suspension or Termination

If a Presenter has been terminated or suspended, they must cease to sell Younique products. The Presenter may not participate in any parties, fairs, or shows, including those scheduled prior to suspension or termination, during the period of suspension or termination. Once the suspension has expired, or the terminated Presenter has been reinstated, they may resume all selling activities. If you are terminated you may return unused goods in unopened and saleable condition under the 90% buy-back provision of these Policies and Procedures.

## 11.3 - Grievances and Complaints

If you have a grievance or complaint with another Presenter regarding any practice or conduct in relationship to Younique or your Younique business, you must first report the problem to your Sponsor, who is obligated to review the matter and make an earnest and meaningful attempt to resolve it with the other party's Upline Sponsor and/or Elite. If the matter cannot be resolved, it must be reported, in writing, to the Younique compliance team at [compliance@youniqueproducts.com](mailto:compliance@youniqueproducts.com), who will review any facts and claims and will work to resolve the situation.

## 11.4 - Alternative Dispute Resolution

In order to expedite the resolution of all disputes, the Company has instituted a mandatory arbitration procedure. Arbitration is the referral of a dispute to an impartial third party selected by you, the Company and any other Presenters involved in the dispute. An arbitrator acts as a judge, listens to the parties' evidence, and renders a binding decision. The arbitrator's decision is a judgment that is enforceable in a court of law. The object of arbitration is the final disposition of differences of the parties in a faster, less expensive, and perhaps less formal manner than is available in ordinary court proceedings.

ARBITRATION IS MANDATORY AND BINDING AS TO ALL DISPUTES. YOU AND YOUNIQUE AGREE THAT MANDATORY AND BINDING ARBITRATION IS THE SOLE MEANS TO RESOLVE ANY AND ALL DISPUTES. YOU WAIVE ALL RIGHTS TO JURY OR COURT TRIALS TO RESOLVE A DISPUTE. THE ARBITRATION IS FINAL AND THE DECISION CANNOT BE APPEALED. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OF ALL DISPUTES.

The arbitration will be conducted by a professional arbitrator that has been agreed to by the parties. The arbitration will be conducted in accordance with the US Federal Arbitration Act and the Utah Uniform Arbitration Act. The arbitration will be held in Salt Lake City, Utah.

The arbitration will be conducted in the English language, but at the request and expense of the requesting party, documents and testimonies will be translated into the requesting party's preferred language.

No dispute will be adjudicated, in arbitration or any other judicial proceeding, as a class action.

All fees and expenses of the arbitrator will be borne equally by the parties in the arbitration.

The arbitration will be final and binding. It will be a full resolution of all claims and disputes between the parties in the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court within the state of Utah. All Upline Presenters and Downline organizations of the Presenter will be bound by the final arbitration award to the fullest extent allowed by law.

Any award by the arbitrator will be in writing and based on the application of the strict rules of law to the facts before the arbitrator. The arbitrator is authorized to award a party any sums that are deemed proper for the time, expense, and trouble of arbitration including arbitration fees and attorney's fees.

All arbitration proceedings will be closed to the public and confidential. Except as may be required by law and the Company's use of an arbitrator's award as precedence for deciding future disputes, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all the parties.

Notwithstanding this arbitration policy, any party may apply to a court of competent jurisdiction in the county and state of Utah in the United States, or in any other jurisdiction as necessary (i) to enforce an arbitration award or the injunctive relief granted by an arbitrator, or (ii) to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration proceeding. The institution of any action in a court for equitable relief, or to enforce an arbitration award or order, will not constitute a waiver of the obligation of any party to submit any dispute to arbitration.

Your agreement to arbitrate will survive any termination or expiration of the Independent Presenter Agreement or any other agreements between you and Younique.

## 11.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Utah County, in the state of Utah unless the laws of the state in which you reside expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act and relevant Utah law shall govern all matters relating to arbitration. The laws of the State of Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Presenter resides expressly require the application of its laws. If you reside in Louisiana, the laws of the State of Louisiana shall govern all matters relating to or arising from this Agreement and any arbitration may be filed in or removed to Louisiana without objection or opposition by Younique.

## **SECTION 12 - INACTIVITY AND CANCELLATION**

### 12.1 - Effects of Voluntary or Involuntary Cancellation

As long as you remain active and comply with the terms of the Independent Presenter Agreement and these Policies and Procedures, Younique will pay you Bonuses and Commissions in accordance with the Royalty Plan. Your Bonuses and Commissions constitute the entire reward for your efforts in generating sales and all activities related to generating sales, including building and nurturing your Downline organization.

If you fail to renew your Independent Presenter Agreement due to inactivity or failure to meet minimum sales requirements, or if your Independent Presenter Agreement is voluntarily or involuntarily cancelled, you will receive Bonuses and Commissions only for the last full pay period prior to the cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Upon the cancellation of your Independent Presenter Agreement, you shall be deemed to have waived all of your rights, title, claim, or interest to the Downline organization that you operated, and to any leadership Bonuses from the sales generated by that organization. Additionally, you will lose the right to represent Younique, the right to sell Younique products, and the right to receive future Commissions, Bonuses, or other income resulting from Younique activities.

If you submit a request to re-enroll, or if you re-activate by way of increased PRS, within three (3) months of the time of voluntary or involuntary cancellation and Younique agrees at its sole discretion to allow you to re-enroll or re-activate, you may obtain your original Presenter ID number and maintain your original Downline.

If you submit a request to re-enroll after expiration of the three (3) months since the date of a voluntary or involuntary cancellation and Younique agrees at its sole discretion to allow you to re-enroll, you must apply for a new Presenter number, purchase a new Starter Kit, and you will not maintain your prior D Downline but you will be enrolled under your original Sponsor. If you wish to re-enroll under a different Sponsor, you must wait until at least six (6) months have passed since the date of the voluntary or involuntary cancellation.

## 12.2 - Cancellation Due to Inactivity

In order for your account to remain in active status, you must generate one hundred twenty-five (125) points of PRS in a three (3) month period. For example, if your PRS for the month of May is one hundred twenty-five (125) or more, your account will remain active for the next three (3) months; June, July, and August. If your PRS totals are one hundred twenty-five (125) or more in July, your account will remain active for August, September, and October. If the required one hundred twenty-five (125) in PRS is not met within the three (3) month period, your account may be cancelled for inactivity. Younique will not provide written confirmation of the cancellation.

## 12.3 - Voluntary Suspension

If you can't meet Younique's minimum sales requirements for an extended period of time due to pregnancy, adoption, personal illness, family illness, or natural disaster, you can voluntarily suspend your Independent Presenter Agreement for up to three (3) calendar months by contacting Younique Support to begin the suspension. You lose all Presenter benefits and privileges during the suspension and no activity can occur (i.e., no orders; no Commissions; no trips earned, etc.), but your Downline and title stays intact. Your status will revert to normal at the end of the third (3<sup>rd</sup>) calendar month unless you reengage sooner by contacting Younique Support. You may use this benefit not more than once in every twenty-four (24) months.

If you are impacted by foreign military service assignments, please contact Younique Support, and your position with Younique will be held until your service is complete.

## 12.4 - Involuntary Cancellation

Your violation of any of the terms of the Independent Presenter Agreement, including any amendments that may be made by Younique at its sole discretion, may result in any of the sanctions listed in Section 11.1, including the involuntary cancellation of your Independent Presenter Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to your last known address, or when you receive actual notice of cancellation, whichever occurs first.

Younique expressly reserves the right to cancel all Independent Presenter Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

## 12.5 - Voluntary Cancellation

You have a right to cancel your Independent Presenter Agreement at any time, regardless of reason. Cancellation must be submitted in writing to Younique Support. Your notice must include your name, address, Presenter ID Number, and signature. Where the Presenter cancels the Independent Presenter Agreement within seven (7) days from the time of enrollment, the Presenter may return the Starter Kit for a full refund.

## 12.6 - Montana Residents.

A Montana resident may cancel her Independent Presenter Agreement within fifteen (15) days from the date of enrollment, and may return her Starter Kit for a full refund within such time period.

## SECTION 13 – DEFINITIONS

Active First Level Presenter	All First-Level Presenters who have the then applicable minimum (currently USD\$125) in Personal Retail Sales in the current month. Every Younique Presenter must achieve at least the then applicable minimum (currently USD\$125) in monthly PRS to be considered "active" towards the Royalties Program.
Affiliates	Directors, officers, shareholders, employees, assigns, and agents.
Application	The account application form to be completed and submitted on the Website in order to become a Presenter, which when duly signed and taken together with the Presenter Terms and Conditions, Royalty Plan and Policies and Procedures, constitute the entire agreement between the parties.
Back Office	An internet portal supplied by the Company that contains confidential and proprietary information provided to each Presenter that may be used solely and exclusively for the development of the Presenter's business.
Bonus	The compensation paid to a Presenter for leadership activities and earned incentives, as provided in the Royalty Plan.
Cancellation	The termination of a Presenter's business. Cancellation may be either voluntary or involuntary as a result of non-renewal or inactivity.
Commission	The compensation paid to a Presenter for the sales of commissionable Younique products represented as a percentage of retail volume, as provided in the Royalty Plan.
Company	See Younique.
Customer	An individual who purchases Younique products through a Presenter.
Downline	The Presenters sponsored below a particular Presenter and, if applicable, the organizations of such Presenters.

Downline Report	A real-time report generated by Younique and accessed through each Presenter's Presenter's Back Office that provides critical data relating to the identities of Presenters, sales information, and enrollment activity of each Presenter's Downline organization. This report contains confidential and trade secret information that is proprietary to Younique.
First Level	All Presenters in the first level of the immediate Downline Organization of any particular Presenter.
Green Elite	Presenter status level; see the Royalty Plan.
Household	People residing in the same dwelling, regardless of familial relation.
Immediate Household	Heads of household, their spouses or significant others, and dependent family members residing in the same house are all immediate household members.
Independent Presenter Agreement	The documents describing the specific relationship between a Presenter and the Company, comprising the Application, the Presenter Terms and Conditions, the Royalty Plan, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the Presenter and the Company, which documents are incorporated herein by reference.
Leaderboard	Published list of the names and results for top performing Presenters.
Line of Sponsorship	An organizational hierarchy of Presenters wherein Presenters are organized in unique positions within the organization determined by their Sponsor.
Nonpublic Information	Any information related to Younique that has not been announced publicly by Younique. This includes, but is not limited to, information about new products, processes, equipment, territories or sales areas, business changes, products or product lines, personnel, intellectual property, and promotions.
PRS	Personal Retail Sales. The sum of the points reflecting value for sale of commissionable products sold to a Presenter or his/her purchasers.
Presenter	A person currently authorized by the Company to operate a Presentership. If more than one Person is named on the Independent Presenter Agreement, then "Presenter" may refer to all Persons collectively.
Presenter Map	Online geographic map referencing the geographic location of the Presenters.
Presentership	The business relationship between a Presenter and the Company.
Presenter Terms and Conditions	A concise summary of the legal terms and conditions all Presenters must agree to in order to remain in good standing and conduct their Younique business.

Personal Website	A website provided by Younique to all Presenters which utilizes website templates developed by Younique and which is hosted by or on behalf of Younique. The cost of the Personal Website is included in the Starter Kit purchase.
Policies and Procedures	The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the same may be amended from time to time by the Company.
Presenter ID Number	The Younique identification number each Presenter receives upon registering with the Company.
Registered External Website	Upon receipt of written approval from the Company, a website developed and used by a Presenter to promote Younique products and the Younique business opportunity.
Resalable	Products and sales aids shall be deemed resalable if (i) they are unopened and unused, (ii) packaging and labeling has not been altered (including stickers/labels) or damaged, (iii) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and (iv) the product is returned to Younique within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be considered resalable.
Royalty Plan	The specific plan used by the Company that details the requirements and benefits of the compensation structure for Presenters.
Sponsor	A Presenter who directly enrolls another Presenter into the Company into his or her Downline organization, and is listed as the Sponsor on the Presenter Application. The act of enrolling others and training them to become Presenters is called sponsoring.
Starter Kit	A selection of Younique training materials, product samples, and business support literature that each new Presenter is required to purchase.
Submissions	Creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information that are submitted to Younique by a Presenter.
Suspension	Temporary removal of Presenter privileges (ability to sell and/or recruit). Suspension can be voluntary or involuntary.
Termination	Permanent removal of Presenter privileges.
Upline	This term refers to the Presenter or Presenters above a particular Presenter in a sponsorship line upward all the way to the Company. Conversely stated, it is the line of sponsors that links any particular Presenter to the Company.

Website	<a href="http://www.YouniqueProducts.com">www.YouniqueProducts.com</a>
Younique	Younique BV, a Netherlands company, or any lawful assignee, successor, subsidiary or affiliate regardless of geographic location.
Younique Marks	Younique's trademarks, copyrighted materials, designs, images, or symbols.
Younique Support	Younique's customer support team.