



# Independent Brand Ambassador Agreement

Effective this 28<sup>th</sup> day of July 2023

Congratulations! You have taken the first step in your journey as a Younique Brand Ambassador!

Becoming a Younique Brand Ambassador means entering into a legally binding business relationship with Younique, LLC (hereinafter the “Company” or “Younique”). The following documents, taken together, outline the terms, conditions, and legal responsibilities between the Company and Younique Brand Ambassador (collectively the “Parties”):

## **Younique Brand Ambassador Registration Form:**

The registration form to be completed and submitted on the [Website](#) in order to become a Younique Brand Ambassador, which, when duly signed and taken together with the Brand Ambassador Terms and Conditions, the Younique Pay Plan, and the Policies and Procedures, constitutes the entire agreement between the Parties.

## **Younique Brand Ambassador Terms and Conditions:**

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

## **Younique Pay Plan:**

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

## **Policies and Procedures:**

Outlines the “rules” for operating a Younique business and governs the way a Younique Brand Ambassador conducts business with the Company, other Younique Brand Ambassadors, and customers.

## **Questions and Support:**

Please contact [Younique Customer Care](#) for any questions about the Younique Brand Ambassador Registration Form, the Younique Brand Ambassador Terms and Conditions, the Younique Pay Plan, or the Policies and Procedures.

Welcome to Younique!



## Younique Brand Ambassador Terms and Conditions

1. I understand that as a Younique Brand Ambassador:
  - a. I have the right to offer for sale Younique products and services in accordance with the Independent Brand Ambassador Agreement.
  - b. I have the right to enroll other persons to become Younique Brand Ambassadors or Brand Affiliates.
  - c. If qualified, I have the right to earn Commissions and Bonuses pursuant to the Younique Pay Plan.
  - d. I have the responsibility to train and motivate the Younique Brand Ambassadors and Brand Affiliates in my Downline organization.
  - e. I must comply with all applicable Laws, including without limitation Data Protection Laws, and I must make all tax or tax-related reports and remit all withholdings or other deductions as may be required by any applicable Law.
  - f. I must perform my obligations as a Younique Brand Ambassador with honesty and integrity.
  - g. I will not disparage Younique, other Younique Brand Ambassadors or Brand Affiliates, the Younique Pay Plan, or Younique products, owners, officers, employees, or other Affiliates, and I will maintain the confidentiality of certain information in accordance with the Policies and Procedures, including but not limited to the "[Confidential Information](#)", and "[Negative and Disparaging Remarks](#)" sections.
2. I agree to present the Younique Pay Plan and the Younique products and services only as set forth in official Younique literature.
3. I agree that, as a Younique Brand Ambassador, 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, or obligation, or open any bank 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 me, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other expenses. **I UNDERSTAND THAT I AM NOT AND SHALL NOT BE TREATED AS AN EMPLOYEE OF YOUNIQUE FOR FEDERAL, STATE, PROVINCIAL, OR OTHER 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 agree not to use, without Younique's prior written permission, the Younique Marks in any advertising or on the Internet and Social Media (including but not limited to personal and business websites, emails, blogs, chatrooms, social networks, Facebook®, LinkedIn®, Twitter®, Google+, Instagram, Pinterest®, video sharing sites, YouTube®, and any other form of electronic communication) or literature other than Company-published material. I understand that the obligations in this paragraph survive the termination of this Agreement. I may obtain at Younique's prior written approval, permission to use a Younique Mark by submitting a request to the Trademarks Department at [legal@youniqueproducts.com](mailto:legal@youniqueproducts.com)
5. I agree not to delete, add, modify, tamper with, or alter any trademarks (including without limitation the Younique Marks), logos, labels, material, or packaging for Younique products or associated product literature. I authorize Younique to perpetually use my name, image, likeness, photographs, and/or testimonials in Younique advertising and promotional materials without payment or any other form of compensation. Additionally, I consent to and authorize the use and reproduction by Younique of any and all photographs or videos of me taken by or supplied to Younique, and I further consent to the use and reproduction by Younique of any photographs, videos, quotes, testimonials, stories, and conversations on any of my social networking media for any print or electronic publicity,

marketing, or promotional purposes without payment or any other form of compensation. I understand that my authorization and consent provided under this provision continues after termination of the Independent Brand Ambassador Agreement.

6. I understand that any personal data I provide to Younique in connection with my enrollment as a Younique Brand Ambassador or with the operation of my Brand Ambassadorship, as well as any personal data of third parties collected or transferred as a result of my activity as a Younique Brand Ambassador, will be used by Younique and its parent and affiliated companies, wherever located, in accordance with Younique's Privacy Policy, available at <https://www.youniqueproducts.com/business/privacy>, as such may be modified from time to time, and in particular, to establish and maintain a relationship with me, including to create and maintain my Younique Brand Ambassador account, respond to my inquiries or those of Younique customers, provide support, process orders, make Commission and Bonus payments, keep me informed of new products, promotional offers, services, and other relevant business issues, facilitate communication between me and my Upline and Downline organizations, and enhance my experience as a Younique Brand Ambassador. Additionally, Younique may share my personal data with those Younique Brand Ambassadors who directly or indirectly sponsored me, with third-party service providers, such as payment processors, consultants, and couriers, as part of a sale of assets, merger, acquisition, or other corporate restructuring, as necessary to protect the rights or property of Younique or any third party, or otherwise as required by law or stated under Younique's Privacy Policy.
7. I understand that, as a Younique Brand Ambassador, I may have access to, collect, and use the personal data of customers, Brand Affiliates, and other Younique Brand Ambassadors, such as email addresses, birth dates, social media account information, and shipping and billing addresses. I understand and agree that I am obligated to comply with Younique's Privacy Policy in my capacity as a Younique Brand Ambassador, and shall not use, share, transfer, or process personal data in contravention of any term of the Privacy Policy. I also understand and agree that there are various Laws governing the protection and use of such personal data that I must comply with to the extent that I collect, store, or use such personal data, including without limitation (a) using appropriate security measures to protect my computer, mobile device, or other locations where such personal data is stored against unauthorized access to or use of such personal data and (b) to the extent I collect such personal data from customers, Brand Affiliates, or other Younique Brand Ambassadors, providing adequate notice to such individuals regarding the intended uses for such personal data and obtaining their valid consents for such uses by me and Younique. I confirm that, to the extent I collect, store, use, or otherwise process such personal data, I will comply at all times with the requirements set forth in the Independent Brand Ambassador Agreement, and all applicable Data Protection Laws (as defined herein). I further confirm that I will only use such personal data for the purposes authorized by such individuals at the time such personal data was collected. I understand and agree that I shall not collect or maintain any sensitive or other unnecessary personal information, including but not limited to social security or other tax identification numbers, credit, debit, or other payment card information, health or medical information, or information from children under the age of 16. In the event I become aware of any unauthorized access to or use of any such personal data, or should anyone whose information I have collected, stored, or used in my capacity as a Younique Brand Ambassador contact me wishing to access or modify their personal data, or with any complaints regarding the use of their personal data, I will notify Younique as soon as reasonably possible (and in any event within twenty-four (24) hours of becoming aware) at [privacy@youniqueproducts.com](mailto:privacy@youniqueproducts.com). I understand and agree that I will fully cooperate with Younique in any investigation into a personal data security incident, including but not exclusive to providing access to all IT systems, computers, or other devices on which I may store personal data or otherwise access the Younique networks. I agree to indemnify, defend, and hold harmless Younique at my own expense against all costs, claims, fines, damages, or expenses (including attorneys' fees and court costs) incurred by Younique or for which Younique may become liable due to any failure by me or my third-party agents to comply with any of my obligations contained in this section.
8. I authorize Younique to publish my performance on leaderboards that publish the names and results for top performing Younique Brand Ambassadors. 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 the online Younique Brand Ambassador Map. I understand that I may opt out of the Leaderboard and/or Younique Brand Ambassador Map authorization by submitting written notice to [Younique Customer Care](#).
9. I have carefully read and agree to comply with the Younique Pay Plan and the Policies and Procedures, both of which are incorporated into these Younique Brand Ambassador Terms and Conditions, and, together, all of these documents, including the Younique Brand Ambassador Registration Form, make up the Independent Brand Ambassador Agreement. All applicable definitions are outlined in the "[Definitions](#)," section of the Policies and

Procedures. I understand that I must be in good standing and not in violation of the Independent Brand Ambassador Agreement to be eligible for Bonuses or Commissions from Younique. I understand that the Independent Brand Ambassador Agreement may be amended from time to time at the sole discretion of Younique, and I agree that any such amendment will apply to me. Notification of any amendments shall be published in my Back Office. I understand that any amendments shall become effective thirty (30) days after publication, but amended policies shall not be applied retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Younique business or my acceptance of any Bonuses or Commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

10. I understand that the term of the Independent Brand Ambassador Agreement is for one (1) year (subject to prior Cancellation pursuant to the Policies and Procedures) and is thereafter subject to renewal upon agreement by me and Younique. If either Party elects not to renew the Independent Brand Ambassador Agreement, or if the Independent Brand Ambassador Agreement is canceled or terminated for any reason, I understand that I will: (a) permanently lose all rights as a Younique Brand Ambassador, (b) no longer be eligible to sell Younique products and services, and (c) no longer be eligible to receive Bonuses, Commissions, 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: (i) property rights, (ii) access to my former Downline organization, and (iii) any Bonuses, Commissions, Younique Brand Ambassador Benefits, or other remuneration derived through the sales and other activities of my former Downline organization. I understand that Younique reserves the right to terminate all Independent Brand Ambassador Agreements for any reason, with or without cause, upon thirty (30) days' prior notice. I may cancel the Independent Brand Ambassador Agreement at any time, for any reason, upon written notice to [Younique Customer Care](#).**

Upon termination of the Independent Brand Ambassador Agreement for any reason, I understand that I must comply with the requirements set forth in the "[Continuing Obligations Upon Cancellation or Suspension](#)" section.

11. I may not assign any rights or delegate my duties under the Independent Brand Ambassador Agreement without the prior written consent of Younique. Any attempt to transfer or assign the Independent Brand Ambassador Agreement without the express written consent of Younique renders the Independent Brand Ambassador Agreement voidable at the option of Younique and may result in termination of my business.
12. I understand that, if I fail to comply with the terms of the Independent Brand Ambassador Agreement, Younique may, in its sole and absolute discretion, impose upon me any disciplinary action(s) as set forth in the Policies and Procedures. If I am in breach, default, or violation of the Independent Brand Ambassador Agreement at termination, I shall not be entitled to receive any further Bonuses or Commissions, or any Bonuses or Commissions for which payment is pending, 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.
13. Younique and its Affiliates shall not be liable for, and I release Younique and its Affiliates from, all claims for consequential and exemplary damages, regardless of the type of claim and regardless of whether Younique or its Affiliates have been advised of the possibility of such damages, in connection with any claim or cause of action relating to the Independent Brand Ambassador Agreement. I further agree to release and hold harmless Younique and its Affiliates from all costs, claims, losses, damages, liabilities, and expenses (including legal expenses and court costs) arising from or relating to the promotion or operation of my Younique business and any related activities, including but not limited to: (a) the promotion of Younique products, (b) any breach of the Data Protection Laws (as defined herein); (c) any compensation and marketing plan, (d) the operation of a motor vehicle, or (e) the lease of meeting or training facilities. I agree to indemnify Younique and its Affiliates for any liability, damages, fines, penalties, or other awards, including but not limited to reasonable attorneys' fees and court costs, arising from any unauthorized conduct that I undertake in operating my Younique business.
14. The Independent Brand Ambassador Agreement, in its current form and as it may be amended by Younique from time to time in its sole and absolute discretion, constitutes the entire contract between me and Younique. Any promises, representations, offers, or other communications not expressly set forth in the Independent Brand Ambassador Agreement are of no force or effect.
15. Any waiver by Younique of any breach of the Independent Brand Ambassador Agreement must be in writing and signed by an authorized representative of Younique. Waiver by Younique of any breach of the Independent Brand Ambassador Agreement shall not operate or be construed as a waiver of any subsequent breach.
16. If any provision of the Independent Brand Ambassador 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 Brand Ambassador Agreement will remain in full force and effect.

17. The Independent Brand Ambassador Agreement will be governed by and construed in accordance with the Laws of the State of Utah without regard to conflict of laws principles. In the event of a dispute between me and Younique arising from or relating to the Independent Brand Ambassador Agreement or the rights and obligations of either Party, the dispute shall be settled totally and finally by arbitration as more fully described below. Younique shall not be obligated to engage in arbitration as a prerequisite to disciplinary action against a Younique Brand Ambassador.

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, YOUNIQUE AND I AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. THIS ITEM 17 IS REFERRED TO AS THE PARTIES' "ARBITRATION AGREEMENT."**

**Class Action Waiver:** Younique and I agree to waive any right to bring a class action, participate in a class action, or proceed on a class basis. In the event this class action waiver is declared to be unenforceable for any reason, the entire Arbitration Agreement shall be declared null and void (but the remainder of the Independent Brand Ambassador Agreement shall remain in effect).

**Scope:** Younique and I agree to arbitrate any and all disputes between each other, including but not limited to legal claims, equitable claims, and any dispute arising out of, concerning, or relating in any way to Younique's products, the Independent Brand Ambassador Agreement, and relationships with other Younique Brand Ambassadors. Notwithstanding the foregoing, any Party may apply to a court of competent jurisdiction in either Salt Lake County or Utah County in the State of Utah in the United States, or in any other jurisdiction as necessary, to: (i) seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration award or order (a) to protect the Party's confidential, private, trade secret, or proprietary information or (b) to enforce any non-competition, non-solicitation, or non-disparagement provision or agreement; or (ii) enforce an arbitration award or the injunctive relief granted by an arbitrator.

**Applicable Law and Rules:** The interpretation and enforcement of this Arbitration Agreement shall be governed by the FAA. Subject to the class action waiver and specific procedures described below, any arbitration shall be administered by a single arbitrator agreed upon by the parties pursuant to the rules of the arbitrator's choosing.

**Arbitrator Award:** The arbitrator shall issue a written award. The award shall be limited to deciding the obligations and rights in the specific dispute between the Parties. The arbitrator may impose equitable relief against a Party only if sought by the other Party. Judgment upon the award rendered by the arbitrator may be entered in the United States District Court for the District of Utah, and that judgment shall be final and non-appealable.

**Severability:** With the exception of the class action waiver set forth above, if any provision in this Arbitration Agreement is declared to be unenforceable for any reason, the remainder shall remain in effect.

**Fees:** The Parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration.

**Location:** Arbitration shall take place in either Salt Lake County or Utah County in the State of Utah.

**Confidentiality:** Except as may be required by law, neither the Parties nor the arbitrator may disclose sensitive, confidential, or proprietary information obtained in connection with the arbitration. The arbitrator shall be authorized to issue protective orders relating to the disclosure of such information.

**Governing Law, Jurisdiction, and Venue:** The Laws of the State of Utah shall govern all other matters relating to or arising from the Independent Brand Ambassador Agreement. Jurisdiction and venue of any matter not subject to arbitration shall reside in the U.S. District Court for the District of Utah or any state court in Utah County, in the State of Utah.

18. *Louisiana Residents Only:* Notwithstanding anything to the contrary in the Independent Brand Ambassador Agreement, if you reside in Louisiana, you may bring an action against Younique with jurisdiction and venue as provided by Louisiana Law, and the Laws of the State of Louisiana shall govern all matters relating to or arising from this Independent Brand Ambassador Agreement. Any arbitration may be filed in or removed to Louisiana without objection or opposition by Younique.

19. *Montana Residents Only:* Notwithstanding anything to the contrary in the Independent Brand Ambassador Agreement, should a Montana resident cancel the Independent Brand Ambassador Agreement within fifteen (15) days from the date of enrollment, Younique will refund one hundred percent (100%) of the purchase price for the Starter Kit.
20. I understand that if I wish to bring an action against Younique for any act or omission relating to or arising from the Independent Brand Ambassador 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 U.S. Younique Brand Ambassadors or under applicable non-U.S. Law for non-U.S. Younique Brand Ambassadors. Failure to bring such action within such time shall bar all claims against Younique for such act or omission. **I hereby waive all claims barred by any other applicable statute of limitations.**
21. I understand that for Younique Brand Ambassadors domiciled in an international market that is currently served on a “not for resale” basis, the Independent Brand Ambassador Agreement may be materially changed or replaced if and when such market is opened for resale or if and when Younique’s status is legally changed in relation to such market.





## Younique Pay Plan

Younique's compensation plan is designed to be easy to understand and to explain to each Younique Brand Ambassador's prospective team members. Younique's greatest desire is that Younique Brand Ambassadors become successful in their Younique business ventures.

# Younique Pay Plan (EN\_USD)



**20%-40% Retail Pay:** Based on total Personal Retail Sales (PRS) for the month, 20% is paid instantly and the additional 5%-20% is paid with Month-End Pay after total PRG is determined for the month.

**New First Level Pay:** Earn 5%-20% on the sales\* of everyone you've personally sponsored in the last 90 Days. Bonus amount is based on the total sales\* of everyone you've personally sponsored who are still in their first 90 days. Must be Paid-as Qualified Brand Ambassador to be eligible to earn.

**Sales:** All sales requirements, except for Personal Retail Sales, are based on 75% of the Personal Retail Sales value. The Personal Retail Sales value of a given order or product can be reduced when using coupons, Y-CASH credit, or other discount methods and promotions.

**Circle Pay:** Earn 3%-5% of Circle Sales based on your Paid-as title in the Pay Plan. Circle Sales are 75% of the PRS value in your Circle, which includes all of your personal sales, as well as those of your customers and Brand Affiliates, and any sales in your downline, excluding other Brand Ambassadors who are Paid-as Brand Director and above. Your Circle includes you and everyone in your downline except for other Brand Ambassadors who are Paid-as Brand Director and above.

**Promotion Bonuses (Doubled during a new Brand Ambassador's first four months):** Promotion Bonuses paid to all Brand Ambassadors who promote to Senior Brand Specialist and above for the first time in their first four months (signup month plus the following three calendar months). These bonuses are only paid once. If you promote to two or more titles for the first time in the same month you will receive a bonus for each Title Promotion. These bonuses are paid with Month-End Pay following the month the new title(s) were achieved for the first time.

**Paid-as Bonus:** Paid-as Bonuses paid at Senior Brand Specialist and above. These bonuses are paid based on a Brand Ambassador's Paid-as title in a given month, not tied to recognized title. In the case where a Brand Ambassador promotes to more than one title in a month these bonuses do not stack and are paid for the highest Paid-as title achieved in that month.

**Generation (Gen):** A Generation is comprised of Brand Ambassadors who are Paid-as Brand Director or above.

INSTANT RETAIL PAY Paid in 3 hours into your own PayQuicker Bank Account		20%	NEW FIRST LEVEL PAY Help new Brand Ambassadors join and earn additional pay for every sale they make in their first 90 days. The higher the total combined sales* of everyone in their first 90 days (who you personally sponsored) the higher the percentage you qualify to earn. Must be Paid-as Qualified Brand Ambassador or above to be eligible.				NEW FIRST LEVEL SALES*	NEW FIRST LEVEL PAY PERCENTAGE	MONTH-END TIERED RETAIL PAY The more you sell in a month, the more you earn with tiered Retail Pay.		SELL Total Monthly Personal Retail Sales	BONUS In addition to 20% Instant Retail Pay	TOTAL Retail Pay Earned
							1-499	5%			500-999	5%	25%
							500-999	10%			1,000-2,499	10%	30%
							1,000-2,999	15%			2,500-4,999	15%	35%
							3,000+	20%			5,000+	20%	40%
MONTHLY REQUIREMENTS	BRAND AMBASSADOR	QUALIFIED BRAND AMBASSADOR	BRAND SPECIALIST	SENIOR BRAND SPECIALIST	BRAND MANAGER	SENIOR BRAND MANAGER	BRAND DIRECTOR	SENIOR BRAND DIRECTOR	BRAND VICE PRESIDENT	BRAND EXECUTIVE	PRESIDENTIAL BRAND EXECUTIVE	GLOBAL BRAND EXECUTIVE	CHIEF BRAND EXECUTIVE
Personal Retail Sales (PRS)	125**	125	250	250	250	500	500	500	500	500	500	500	500
Company Sales*			1,000	2,000	4,000	7,000	10,000	20,000	40,000	80,000	80,000	80,000	80,000
Qualified First Level Brand Ambassadors			1	1	2	3	3	3	4	4	4	4	4
Circle Sales*							2,000	4,000	6,000	10,000	10,000	10,000	10,000
First Gen Brand Directors*								1	2	4	6	8	10
Gen 1-3 Sales*											400,000	700,000	1,000,000
PAY & BONUSES													
Retail Pay	20%	20%-40%	20%-40%	20%-40%	20%-40%	25%-40%	25%-40%	25%-40%	25%-40%	25%-40%	25%-40%	25%-40%	25%-40%
Fast Start First Level Bonus		5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%	5%-20%
Circle Pay			3%	4%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Promotion Bonus				\$100	\$150	\$250	\$500	\$700	\$1,000	\$3,000	\$5,000	\$15,000	\$30,000
Paid-As Bonus				\$50	\$75	\$125	\$250	\$350	\$500	\$1,500	\$2,500	\$7,500	\$15,000
1st Gen Pay							5%	5%	5%	5%	6%	7%	8%
2nd Gen Pay								4%	4%	4%	4%	4%	4%
3rd Gen Pay									3%	3%	3%	3%	3%
4th Gen Pay										2%	2%	2%	2%
5th Gen Pay											1%	1%	1%

\* All sales requirements, except for Personal Retail Sales, are based on 75% of the Personal Retail Sales value. The Personal Retail Sales value of a given order or product can be reduced when using coupons, Y-CASH credit, or other discount methods and promotions.

\*\* In order to keep your account active, you must have accumulated at least 125 PRS in the last three months.

Younique, LLC—CONFIDENTIAL & PROPRIETARY—DO NOT DISTRIBUTE OR PUBLISH. This document has been created solely as a training tool for you to understand how the Younique Pay Plan operates and is not intended as a projection of future earnings or a guarantee of performance.

YOUNIQUE PAY PLAN | EN\_USD

2023/09/11



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## SECTION 1 - INTRODUCTION

### 1.1 - What's in the Independent Brand Ambassador Agreement?

The Independent Brand Ambassador Agreement includes the following:

- a) Younique Brand Ambassador Registration Form;
- b) Younique Brand Ambassador Terms and Conditions;
- c) Younique Pay Plan; and
- d) the Policies and Procedures.

When Younique refers to the Independent Brand Ambassador Agreement, it refers to all components as described above. It is your responsibility to read, understand, and adhere to the most current Independent Brand Ambassador Agreement. Likewise, when you sponsor new Younique Brand Ambassadors and Brand Affiliates, it is your responsibility to ensure each new Younique Brand Ambassador and Brand Affiliate has read and understands the Independent Brand Ambassador Agreement or Brand Affiliate Agreement before he or she signs, particularly the Younique Pay Plan and these Policies and Procedures.

### 1.2 - How Are Policy Changes Handled?

Younique reserves the right to update or change the Independent Brand Ambassador Agreement, including the Policies and Procedures, and any promotion or program the company offers at its sole and absolute discretion. However, if we make any changes or revisions, you will be notified through your Back Office or via email.

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

### 1.3 - Business Delays Beyond Younique's Control

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

### 1.4 - Handling Invalid or Unenforceable Policies

If any part of the Independent Brand Ambassador Agreement is held to be invalid or unenforceable, such part shall be reformed only to the extent necessary to make it enforceable, and the remainder of the Independent Brand Ambassador Agreement shall remain intact and in full force and effect.

## SECTION 2 - BECOMING A YOUNIQUE BRAND AMBASSADOR

### 2.1 - Requirements to Become a Younique Brand Ambassador

To become a Younique Brand Ambassador, you must:

- a) Be of the age of majority in your state or country of residence;
- b) Reside in a country or territory in which Younique is formally permitting Younique Brand Ambassador enrollment per the ["International Enrollment and Sales"](#) section;
- c) Have a valid tax identification number used for reporting taxes to all applicable government agencies;
- d) Purchase a Starter Kit (not applicable in North Dakota);
- e) Read and agree to abide by the Independent Brand Ambassador Agreement;

- f) Submit a properly completed Brand Ambassador Registration Form online; and
- g) Register for a PayQuicker® account to qualify for Commissions.

New Younique Brand Ambassadors and Brand Affiliates must enroll online at the Personal Website of a Sponsor. If you do not know a Younique Brand Ambassador who you wish to have sponsor you, you may visit the Website to find a Younique Brand Ambassador near you. The applicant must complete the Brand Ambassador or Brand Affiliate Registration Form and personally agree to all of the terms of the Independent Brand Ambassador Agreement or Brand Affiliate Agreement and any related documents. When you sponsor a new Younique Brand Ambassador, you must not fill out, sign, or accept the Brand Ambassador or Brand Affiliate Registration Form on behalf of the applicant. See per the "[Sponsoring](#)," section for more information. Younique reserves the right to reject any new Brand Ambassador or Brand Affiliate Registration Forms in its sole and absolute discretion.

### 2.1.1 - Country of Residence

You must be a legal resident of a country in which Younique is formally permitting Younique Brand Ambassador enrollment, as further described in the "[International Enrollment and Sales](#)," section. 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 Younique Brand Ambassador. If it is discovered that an individual has provided Younique with false residency, identification, social security, or tax identification information during enrollment, the individual's Independent Brand Ambassador Agreement will be terminated immediately, the individual's Younique account will be closed, and the individual will lose any Bonuses and Commissions not already paid out. No Younique Brand Ambassador should encourage individuals who are not legally authorized to work in their respective countries to complete the enrollment process.

### 2.1.2 - 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 charge a fee to become a Younique Brand Ambassador. In order to familiarize new Younique Brand Ambassadors with Younique products, services, sales techniques, sales aids, and other matters, the Company requires that each new Younique Brand Ambassador purchase a Starter Kit. Younique will repurchase Resalable Starter Kits from any Younique Brand Ambassador who terminates his or her Independent Brand Ambassador Agreement pursuant to the terms of "Return of Inventory and Sales Aids by Younique Brand Ambassadors Upon Cancellation."

## 2.2 - Can a Business Enroll as a Younique Brand Ambassador?

Certain types of corporations or businesses can apply to be a Younique Brand Ambassador (each, an "Entity Brand Ambassador").

If one or more individuals or entities wish to enroll as a Younique Brand Ambassador through a single entity, the authorized representative of such entity who will serve as the designated Entity Representative (as defined below) may enroll such entity as an Entity Brand Ambassador by supplying Younique with the name of the entity, the entity's taxpayer identification number, the names and tax identification numbers of all of the owners of the entity, and the name of the designated Entity Representative. Any individual enrolling an entity certifies to Younique that such individual has the power and authority to act on behalf of such entity in enrolling such entity as an Entity Brand Ambassador.

Any person or entity with a legal or equitable interest in an Entity Brand Ambassador agrees to all of the terms of the Independent Brand Ambassador Agreement, including these Policies and Procedures. If any such person or entity violates or is out of compliance with the terms of the Independent Brand Ambassador Agreement, then the entire Entity Brand Ambassador will be deemed to be out of compliance and subject to disciplinary action.

Each Entity Brand Ambassador must designate an individual who will be the principal contact person with Younique (the "Entity Representative"). The Entity Representative must be an owner of the Entity Brand Ambassador and must sign the Independent Brand Ambassador Agreement on behalf of the Entity Brand Ambassador. By signing the Independent Brand Ambassador Agreement, the Entity Representative is guaranteeing all financial obligations of the Entity Brand Ambassador to Younique, certifying that the Entity Representative has the power and authority to act on behalf of the Entity Brand Ambassador, and certifying that the Entity Brand Ambassador is in good standing and duly authorized to transact business in all jurisdictions where such Entity Brand Ambassador conducts business. Only the Entity Representative is authorized to represent the Entity Brand Ambassador in all matters and situations, including without limitation engaging in any interactions with customers, potential customers, or Younique, representing the Entity Brand

Ambassador at any Younique-related functions, holding him- or herself out as a Younique Brand Ambassador, and claiming the Entity Brand Ambassador's title level. In the event the Entity Representative is unable to attend a Younique-related event, another owner of the Entity Brand Ambassador may attend in such Entity Representative's place with the prior written consent of the Company, which may be granted or withheld in Younique's sole and absolute discretion.

Younique must approve any change in the Entity Representative, which approval may be granted or withheld in Younique's sole and absolute discretion, taking into consideration, among other things, the following criteria:

- a) the length of time the proposed Entity Representative has been an owner of the Entity Brand Ambassador and the level of involvement of such proposed Entity Representative in the management of the Entity Brand Ambassador's operations and business affairs;
- b) the relevant business experience of the proposed Entity Representative;
- c) the effect on the Upline and Downline organizations of the Entity Brand Ambassador, which may be further ascertained, at Younique's option, by surveying other Younique Brand Ambassadors in the Entity Brand Ambassador's Line of Sponsorship;
- d) the rank of the Entity Brand Ambassador, with additional scrutiny applied to changes in the Entity Representative of an Entity Brand Ambassador with a title of Brand Director or higher; and such other factors and criteria as Younique may deem relevant, in its sole discretion.

Whenever the Entity Representative changes, the new Entity Representative must sign a new Independent Brand Ambassador Agreement on behalf of the Entity Brand Ambassador and, in doing so, guarantee all of such Entity Brand Ambassador's financial obligations to Younique, certify that such new Entity Representative has the power and authority to act on behalf of the Entity Brand Ambassador, and certify that the Entity Brand Ambassador is in good standing and duly authorized to transact business in all jurisdictions where the Entity Brand Ambassador conducts business. The Entity Representative may not change more than once in any two-year period.

If you joined Younique as an individual but wish to change to a business entity, you may do so by following the steps outlined in the section "[Changing from an Individual to a Business Entity](#)."

## 2.3 - Identification

During the registration process, you must provide Younique with your legal name and taxpayer identification number (or equivalent by country of residence). For U.S. Younique Brand Ambassadors, 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 U.S. Internal Revenue Service for 1099 reporting purposes. Failure to comply may result in suspension or cancellation of your Independent Brand Ambassador Agreement.

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

Younique takes all appropriate steps to safeguard the private information provided by Younique Brand Ambassadors.

## 2.4 - Younique Brand Ambassador Benefits

Once your Brand Ambassador Registration Form is accepted by Younique, you will have the right to:

- a) Sell Younique products;
- b) Participate in the Younique Pay Plan, including receiving applicable Bonuses and Commissions if you have registered for a PayQuicker® account;
- c) Recruit and sponsor other Younique Brand Ambassadors and Brand Affiliates (i.e., build your Downline);
- d) Receive Younique literature and other communications;
- e) Access Younique-sponsored support, training, motivational, and recognition events;
- f) Participate in Younique-sponsored promotional and incentive contests and programs; and

- g) Receive access to the Back Office and Yunique mobile app, which facilitates and records your business interactions with Yunique.

## SECTION 3 - YUNIQUE BRAND AMBASSADOR RELATIONSHIP WITH YUNIQUE

### 3.1 - Independent Contractor Status

As a Yunique Brand Ambassador, you are an independent contractor. You are not purchasing a franchise or a business opportunity. The Independent Brand Ambassador Agreement between you and Yunique 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. Yunique will not treat you as an employee for any tax purposes. This means that Yunique will not withhold income taxes of any kind from your Bonuses and Commissions.

As an independent contractor, you completely control the means by which you operate your Yunique business. You will be responsible for your own business decisions and for establishing your own goals, hours, and methods of sale, subject to compliance with the Independent Brand Ambassador Agreement and applicable Laws. You will use your own tools, such as your own computer, phone, and any other technologies you choose to use. You will be paid Bonuses and Commissions based on product sales and not on the number of hours you work.

As with any other business venture, your success as a Yunique Brand Ambassador is dependent on your individual capacity, business experience, expertise, skills, personal effort, and motivation, and will require considerable time, effort, and commitment on your part. Strong leadership skills, knowledge of how to effectively and lawfully use social media, an understanding of Yunique's product offerings, and experience with cosmetics, skin care, and personal care products will be important assets in operating your Yunique business.

You are solely responsible for paying all expenses incurred in developing your business, including without limitation the cost of travel, office supplies, equipment, licensing fees (where applicable), and professional advisor fees, and you shall bear the risk of all losses arising from the operation of your Yunique business. You are not authorized to incur any debt or obligation on behalf of or in the name of Yunique or to open any bank account on behalf of, for, or in the name of Yunique.

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

### 3.2 - Non-Solicitation of Yunique Employees

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

### 3.3 - No Territory Restrictions

There are no exclusive territories granted to anyone for selling or marketing Yunique products or recruiting new Yunique Brand Ambassadors.

### 3.4 - Income Taxes

Yunique Brand Ambassadors are solely responsible for paying all applicable taxes on any income generated as a Yunique Brand Ambassador.

As required by Law, Yunique will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each Yunique Brand Ambassador who: (a) is a U.S. resident or (b) had earnings of \$600 USD or more in the previous calendar year.

### 3.5 - Timely Reporting of Errors



If you believe errors have been made regarding any monetary payment or obligation, Bonuses, Commissions, charges, or the placement of Younique Brand Ambassadors 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 a sixty (60) day period shall constitute a waiver of all claims.

### 3.6 - Limitation of Liability

By signing the Independent Brand Ambassador Agreement, you agree to release, discharge, and hold harmless Younique and anyone directly affiliated with Younique, including without limitation Younique's owners, shareholders, members, managers, directors, officers, employees, parents, subsidiaries, Affiliates, agents, and representatives, from any losses or damages, including attorneys' fees and court costs, incurred or suffered as a result of:

- a) Breach of the Independent Brand Ambassador Agreement, including these Policies and Procedures;
- b) The improper promotion or operation of your Younique business and any related activities, including without limitation the presentation of Younique's products or the Younique Pay Plan, the operation of a motor vehicle, and the lease of meeting or training facilities;
- c) Any incorrect data or information provided by a Younique Brand Ambassador to Younique, including without limitation any breach of Data Protection Laws; or
- d) Failure to provide any information or data necessary for Younique to operate its business.

### 3.7 - Roll-Up of Downline Organization

When a vacancy occurs in a Downline organization due to the termination of a Younique Brand Ambassador, all Younique Brand Ambassadors and Brand Affiliates in the organization below the terminated Younique Brand Ambassador will shift up one level. More particularly, the First Level of the terminated Younique Brand Ambassador would become the First Level of the terminated Younique Brand Ambassador's Sponsor. For example, if A sponsors B and B sponsors C1, C2, and C3, in the event B terminates her business, C1, C2, and C3 will "roll-up" to A and become part of A's First Level.

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

Although your Younique business is privately owned and independently operated, a Younique business and the rights and obligations associated with it are personal to the Younique Brand Ambassador and, as a result, the sale, transfer, or assignment of any Younique business is subject to certain limitations. If you wish to sell, transfer, or assign your Younique business, you must receive written authorization from the Company, which may be granted or withheld in Younique's sole and absolute discretion. Among other things, in order for Younique to approve the sale, transfer, or assignment of 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 same Line of Sponsorship;
- b) The buyer or transferee must be (or must become) a Younique Brand Ambassador. If the buyer or transferee is a current Younique Brand Ambassador, 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) Any debt obligations the selling or transferring Younique Brand Ambassador has with Younique must be satisfied;
- d) The selling or transferring Younique Brand Ambassador must be in good standing and not in violation of any of the terms of the Independent Brand Ambassador Agreement; and
- e) Both the selling or transferring Younique Brand Ambassador and the purchasing or transferee Younique Brand Ambassador must contact [Younique Customer Care](#) 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 following month. Payments will remain in the name of the selling or transferring Younique Brand Ambassador until the sale or transfer is processed.

Additionally, Younique will consider, among other things, the following factors in evaluating the suitability of any sale, transfer, or assignment or any proposed purchasing or transferee Younique Brand Ambassador:

- f) the relevant business experience of the proposed purchasing or transferee Yunique Brand Ambassador;
- g) the effect on the Upline and Downline organizations of the selling or transferring Yunique Brand Ambassador, which may be further ascertained, at Yunique's option, by surveying other Yunique Brand Ambassadors in the selling or transferring Yunique Brand Ambassador's Line of Sponsorship;
- h) the rank of the selling or transferring Yunique Brand Ambassador, with additional scrutiny applied to changes in ownership of a Yunique Brand Ambassador with a title of Brand Director or higher; and
- i) such other factors and criteria as Yunique may deem relevant, in its sole discretion.

In connection with Yunique's evaluation of any proposed sale, transfer, or assignment, upon execution of any purchase and sale agreement or any transfer or assignment agreement, you must submit a copy of such agreement to Yunique for review. Yunique reserves the right to request additional documentation that may be necessary to analyze the transaction between the parties. Yunique will, in 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 Yunique's approval for the transaction, the transfer shall be voidable at Yunique's option. Any purchase and sale agreement or any transfer or assignment agreement must provide for this exercise of Yunique's discretion.

Upon Yunique's approval of the transaction and transfer of the account to the purchasing or transferee Yunique Brand Ambassador, the purchaser or transferee of the existing Yunique business will assume the obligations and position of the selling or transferring Yunique Brand Ambassador. If you sell, transfer, or assign your Yunique business, you will not be eligible to re-apply as a Yunique Brand Ambassador for at least six (6) full months, or one (1) year if your previous rank was Brand Director or higher as defined by the Yunique Pay Plan.

If you sell, transfer, or assign your Yunique business, you agree to cease immediately all use of the Yunique Intellectual Property, including without limitation the Yunique Marks and Yunique Copyrights, by immediately taking all steps necessary to remove them from anything under your control, including but not limited to, Internet, print advertising, catalogs, social media platforms, websites, and domain names. You further agree to assign and transfer to Yunique all your rights, title, and interest in and to all domain names containing the Yunique Marks and the registration thereof. Upon the sale, transfer, or assignment of your Yunique business, you agree to never use the Yunique Intellectual Property, including the Yunique Marks and Yunique Copyrights, in any manner whatsoever that is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, sponsorship, endorsement, or association of Yunique or any Yunique product with you or the products of any other manufacturer, distributor, or seller.

### 3.9 - Separation of a Yunique Business upon Divorce or Dissolution

When a Yunique business is jointly owned and operated by a husband-wife partnership or by two (2) or more parties through an Entity Brand Ambassador, there must be a way to equitably separate such Yunique business in the event of a divorce or the dissolution of the Entity Brand Ambassador. 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 Yunique determines, in its sole and absolute discretion, that the separating parties fail to provide for the best interests of other Yunique Brand Ambassadors and the Company, Yunique will terminate the Independent Brand Ambassador Agreement of such husband-wife partnership or Entity Brand Ambassador on an involuntary basis.

During the pendency of a divorce or business dissolution, the parties must adopt one of the following methods of operation:

- a) One or more of the parties, as applicable, may, with the consent of the other(s), operate the Yunique business pursuant to an assignment in writing whereby the relinquishing spouse, shareholder(s), partner(s), member(s), or trustee(s) authorize Yunique to deal directly and solely with the other spouse or non-relinquishing shareholder(s), partner(s), member(s), or trustee(s), provided, however, that if there is more than one non-relinquishing shareholder, partner, member, or trustee of a dissolving Entity Brand Ambassador, such parties must continue to operate the Yunique business through a business entity and must appoint an Entity Representative.
- b) The parties may continue to operate the Yunique business jointly on a business-as-usual basis, whereupon all compensation paid by Yunique will be paid in the joint names of the Yunique Brand Ambassadors or in the name of the Entity Brand Ambassador, to be divided as the parties may independently agree. This approach is the default procedure if the parties do not agree on the format set forth in sub-section (a) above.

In all cases, the appointment of a new Entity Representative and the assignment of a Yunique business to a non-relinquishing spouse, shareholder, partner, member, or trustee, as applicable, remain subject to Yunique's approval, which may be granted or withheld in Yunique's sole and absolute discretion. For a description of the processes and criteria applicable to Yunique's evaluation and approval of any change of Entity Representative or assignment of a Yunique business, please refer to the section "[Can a Business Enroll as a Yunique Brand Ambassador?](#)", and "[Sale, Transfer, or Assignment of a Yunique Business](#)," respectively.

Under no circumstances will the Downline organization of divorcing spouses or a dissolving Entity Brand Ambassador be divided. Similarly, under no circumstances will Yunique split Bonus and Commission checks between divorcing spouses or members of a dissolving Entity Brand Ambassador. Yunique will recognize only one Downline organization and will issue only one Commission check per Yunique 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 Brand Ambassador Agreement will be involuntarily terminated in Yunique's sole and absolute discretion.

Once a spouse or former business affiliate has completely given up his, her, or its rights in their original Yunique business, they are free to enroll under any Sponsor of their choosing and develop a new business the same as any other new Yunique Brand Ambassador, provided, however, that in the event of a business dissolution, any relinquishing business affiliate must wait until at least six (6) months have passed since the date of dissolution, or one (1) year if the rank of the prior Yunique business was Brand Director or higher as defined in the Yunique Pay Plan. In all such cases, the former spouse or business affiliate shall have no rights to any Yunique Brand Ambassadors in their former Downline organization.

### 3.10 - Succession Due to Death or Incapacitation

In the event of your death or incapacitation, subject to Yunique's approval, which approval may be granted or withheld in Yunique's sole and absolute discretion, your Yunique business may be passed to your heirs. For such transfer to occur, all necessary legal documentation and such other information and documents as may be requested by Yunique must be submitted to [Yunique Compliance](#) at the time of your death or incapacitation. If you wish to bequeath your Yunique business, please work with an attorney to prepare a will or other testamentary instrument. If you transfer your Yunique business in this manner, your beneficiary acquires the right to collect all Bonuses and Commissions from your Downline organization, provided certain additional qualifications are met. Among other things, the successor(s) must:

- a) Execute a new Independent Brand Ambassador Agreement; and
- b) Comply with all terms and provisions of the Independent Brand Ambassador Agreement.

Additionally, Yunique will consider the following factors in evaluating the suitability of your potential successor(s) and deciding whether to approve such transfer:

- c) the relevant business experience of the proposed successor(s);
- d) the effect on the Upline and Downline organizations of the transferring Yunique Brand Ambassador, which may be further ascertained, at Yunique's option, by surveying other Yunique Brand Ambassadors in the transferring Yunique Brand Ambassador's Line of Sponsorship;
- e) the rank of the transferring Yunique Brand Ambassador, with additional scrutiny applied to changes in ownership of a Yunique Brand Ambassador with a title of Brand Director or higher; and such other factors and criteria as Yunique may deem relevant, in its sole discretion.

Bonuses and Commissions of a Yunique business transferred with Yunique's approval 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. Yunique will issue all Bonus and Commission checks and applicable tax forms to the business entity.

#### 3.10.1 - Transfer Upon Death of a Yunique Brand Ambassador

In addition to the requirements in "Succession Due to Death or Incapacitation," to effect a testamentary transfer of a Yunique business, the successor must provide the following to Yunique:

- 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.

### 3.10.2 - Transfer Upon Incapacity of a Younique Brand Ambassador

In addition to the requirements in "Succession Due to Death or Incapacitation," 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 position; 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.

## 3.11 - Adjustments to Bonus and Commission Payments

### 3.11.1 - Adjustments for Returned Products

Younique Brand Ambassadors and Brand Affiliates 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 product will be deducted from both payments to the Younique Brand Ambassador, Brand Affiliate and/or to members of the Younique Brand Ambassador's Upline who received Bonuses and Commissions on the sale of the refunded product, such deductions to occur in the month in which the refund is given and to continue 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 Younique Brand Ambassador or Brand Affiliate who received the Bonuses and Commissions on the sales of the refunded product.

### 3.11.2 - Tax Withholdings

If a Younique Brand Ambassador fails to provide valid taxpayer identification to Younique or provides incorrect or invalid taxpayer identification information, such Younique Brand Ambassador will be involuntarily suspended until valid taxpayer identification information is provided or his or her Brand Ambassadorship is terminated in accordance with the Independent Brand Ambassador Agreement, whichever occurs first. To the extent required by Law, Younique will deduct the necessary backup withholdings from such Younique Brand Ambassador's Bonuses and Commissions.

### 3.11.3 - Withholding Commissions

Younique reserves the right to withhold Bonuses and Commissions for reasons that include, but are not limited to: (a) orders placed incorrectly under the wrong Younique Brand Ambassador, (b) investigation of Bonus Buying (as further described below in the "[Bonus Buying Prohibited](#)" section), (c) investigation of non-compliance with the Independent Brand Ambassador Agreement, and (d) compliance with court-ordered judgments (including garnishment and spousal and child support orders) and tax levies.

Younique reserves the right to reject or move orders from one Younique Brand Ambassador to another in its sole and absolute discretion. Orders placed by a customer under the wrong Younique Brand Ambassador will not be approved for movement to another Younique Brand Ambassador.

## 3.12 - Permission to Publish Certain Information

Each Younique Brand Ambassador grants the Company permission to publish in any medium or form such Younique Brand Ambassador'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 Younique Brand Ambassador also authorizes Younique to reference such Younique Brand Ambassador by name, photograph, and other information, including approximate geographic location, in any medium or form on the Younique Brand Ambassador Map.

*Note: You may opt out of this Leaderboard authorization and/or Younique Brand Ambassador Map authorization by submitting written notice to [Younique Customer Care](#).*

## SECTION 4 - RESPONSIBILITIES OF YOUNIQUE BRAND AMBASSADORS

### 4.1 - Change of Address or Telephone Number

To avoid any disruption in your business, please provide Yunique with at least two (2) weeks' notice prior to any change of address and/or telephone number. Changes can easily be made directly on your profile page located in your Back Office. If you require assistance, please contact [Yunique Customer Care](#). A change of address form or similar notification to the applicable postal service is also required.

### 4.2 - Changing Your Residency to Another Country

If you move from your initial enrollment country to another country in which Yunique operates, you will be bound by the policies and procedures specific to the new country, and you must have a valid tax identification number (or similar) for the new country. If you change your residency to a country in which Yunique does not operate, your Independent Brand Ambassador Agreement will be terminated.

To complete a change of country submission, please contact [Yunique Compliance](#) to complete the required process and documentation. Change of country submissions will be processed only once per year for each Yunique Brand Ambassador. Under this option, you will maintain your current Downline.

### 4.3 - Changing from an Individual to a Business Entity

Subject to Yunique's approval, which may be granted or withheld in its sole and absolute discretion, you may modify your existing Independent Brand Ambassador Agreement to change the form of ownership from that of an individual proprietorship to a business entity owned by you, including related tax identification number changes, by submitting a written request to [Yunique Compliance](#) and by completing all business entity registration forms and other related documentation (including a new Independent Brand Ambassador Agreement in the name of the business entity) as may be requested by Yunique.

### 4.4 - Leadership and Continuing Development Obligations

When you sponsor other Yunique Brand Ambassadors who enroll with Yunique, you must take a proactive role in providing assistance and training to such Yunique Brand Ambassadors, including ensuring that those in your Downline are aware of all Yunique policies and procedures and are in compliance with the Independent Brand Ambassador Agreement (including these Policies and Procedures). You must have regular, ongoing contact with Yunique Brand Ambassadors 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, phone calls, voicemail, email, and the accompaniment of Yunique Brand Ambassadors you sponsored to Yunique meetings, team meetings, and other functions.

Further, if you become aware, either through interactions with your sponsored Yunique Brand Ambassadors, through communications from a third party, or through communications from Yunique, that a Yunique Brand Ambassador or Brand Affiliate in your Downline is violating these Policies and Procedures, either willfully or due to ignorance, you shall make every effort to educate, inform, and bring them back into compliance.

As you progress through various levels of leadership and become more skilled and experienced in sales techniques, product knowledge, and your understanding of Yunique, you may be called upon to share this knowledge with newer Yunique Brand Ambassadors. Throughout the term of the Independent Brand Ambassador Agreement, Yunique Brand Ambassadors may not sell any training or coaching services, any training materials, or any sales aids or tools (including without limitation published books, manuals, eBooks, videos, mobile applications, or other similar materials) to his or her Downline or to other Yunique Brand Ambassadors or Brand Affiliates, and may not require attendance at any 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 training events sponsored by you 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 Yunique, its business opportunity, products, marketing materials, services, or training.

If, in the opinion of Yunique, you are failing to train, recognize, inform, and/or motivate any of your First Level Yunique Brand Ambassadors or you fail to comply with any applicable policy, then Yunique may, in its sole and absolute

discretion, opt to remove your Downline, reduce your leadership Bonus, and/or terminate your Independent Brand Ambassador Agreement.

## 4.5 - Document Your First Level Training

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, "[Leadership and Continuing Development Obligations](#)." Failure to do so may result in disciplinary action.

## 4.6 - Providing Documentation to Applicants

When you sponsor a new Younique Brand Ambassador or Brand Affiliate, you must ensure he or she has access to and has reviewed the latest version of the Independent Brand Ambassador or Brand Affiliate Agreement before such new Younique Brand Ambassador or Brand Affiliate completes the Registration Form. The current version of the Independent Brand Ambassador Agreement is always available for review through your Back Office.

## 4.7 - Reporting Policy Violations

If you witness or observe a policy violation by another Younique Brand Ambassador or Brand Affiliate, you are obligated to report the violation to [Younique Compliance](#). Please provide sufficient detail (e.g., situation, violation, dates, location, persons involved, and screenshots or other evidence of the violation, if available) to allow Younique to investigate. Younique will make every effort to ensure that your identity, and information you share that may reveal your identity, remains confidential. Please note that you will not be notified of the status of any reported violation. Any disciplinary action taken by Younique shall remain confidential.

## 4.8 - Data Privacy Required Notifications

In the event you determine that you can no longer meet your obligations to provide the level of data protection required by the Data Protection Laws with respect to any personal data you collect, store, use, or otherwise process in connection with the promotion of Younique products, you must, as soon as possible following any such determination (but in any event no more than twenty-four (24) hours after making such determination), provide Younique with notice thereof, as well as any further information or assistance as Younique may reasonably request, at your sole expense. In addition, upon making such determination, you shall immediately stop processing Younique Personal Data until such time as you are able to put in place reasonable and appropriate steps to remedy such circumstances.

You shall, as soon as possible after becoming aware of a Security Event (but in any event within twenty-four (24) hours of becoming aware of such Security Event), provide Younique with notice of such event, as well as such further information or assistance as Younique may reasonably request in connection with such Security Event, which may include, where required by law, sending notice to the affected individuals and relevant Governmental Authorities. You must also cooperate with Younique in any necessary investigation of the incident and take steps to remediate any identified security vulnerabilities to ensure the security and integrity of Younique Personal Data.

If you receive any request by any person to access or correct Younique Personal Data, or any other communication that relates directly or indirectly to the processing or use of Younique Personal Data under the Independent Brand Ambassador Agreement, you shall within two (2) Business Days notify Younique and provide Younique with the full details of such request and, if known, such other information as Younique may require in order to assess and fulfill such request.

## 4.9 - Adherence to Laws and Ordinances

### 4.9.1 - Local Ordinances

Many cities and counties have Laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Younique Brand Ambassadors. 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 [Younique Compliance](#). Younique will work with you to understand and resolve the situation.

### 4.9.2 - Compliance with All Applicable Laws

Younique Brand Ambassadors shall comply with all applicable Laws in the conduct of their businesses, including without limitation all applicable Data Protection Laws. Younique Brand Ambassadors must obtain all required licenses to run



their businesses and are responsible for any related fees. Younique reserves the right to suspend and/or terminate any Younique Brand Ambassador who fails to comply with all applicable Laws.

#### 4.9.3 - 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 one (1) copy 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. You must retain a second copy of any such receipt for your records. 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 any such receipt to the 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, equal to the third (3<sup>rd</sup>) Business Day following the date of the transaction, by which the customer may give notice of cancellation. (Note: Notwithstanding the foregoing, if the sale 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) The quantity and description of items sold;
- d) The total purchase price;
- e) Name and address of the selling Younique Brand Ambassador; and
- f) The signature of the customer, regardless of whether a credit card was used in the transaction.

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

## SECTION 5 - MARKETING YOUR YOUNIQUE BUSINESS

### 5.1 - Adherence to the Younique Marketing Plan

You acknowledge and agree that Younique has invested considerable time, effort, resources, and money into developing and maintaining the Younique Intellectual Property and its reputation, image, brand, and goodwill, and that Younique has a legitimate business interest in safeguarding these assets. As a result, it is important that you market and promote your Younique business, including without limitation appropriately using the Younique Marks and other Younique Intellectual Property, only as set forth in official Younique literature and in a manner consistent with the Independent Brand Ambassador Agreement, including these Policies and Procedures, and other guidelines Younique may promulgate from time to time. You are not permitted to offer for sale any items that are confusingly similar to any Younique product, such as any copycat or counterfeit products.

Additionally, you may not offer the Younique opportunity, or use the Younique Marks, through, or in conjunction with, any other system, program, or offering. Nor shall you require or encourage other current or prospective Younique Brand Ambassadors to execute any agreements or contracts other than official Younique agreements and contracts in order to become a Younique Brand Ambassador. Similarly, you agree that you shall not require or encourage other current or prospective Younique Brand Ambassadors 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.

Further, you agree that all Protected Work (as defined below, "Definitions") will be the sole and exclusive property of the Company. All elements in the Work Product that are protected by copyright are "works made for hire" for which the Company is the "author." The Company will exclusively own the copyright in all such works upon their creation. To the extent that any aspect of such Work Product is found as a matter of law not to be a "work made for hire" as contemplated above or to embody Intellectual Property Rights other than copyright, you hereby irrevocably and unconditionally assign to the Company all right, title, and interest worldwide in and to the Work Product and to all Intellectual Property Rights (as defined below, "Definitions"). You understand and agree that you have no right to use the Work Product except as necessary to operate a Younique business. If any Intellectual Property Rights, including moral rights, in the Work Product, cannot (as a matter of law) be assigned by you to the Company as provided above, then (a) you unconditionally and



irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against the Company with respect to such rights, and (b) to the extent you cannot (as a matter of law) make such waiver, you unconditionally grant to the Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sub-licensees, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product; and (iii) to exercise any and all other present or future rights in the Work Product.

## 5.2 - 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. Do not use a Younique Mark in a manner that is likely to dilute, defame, disparage, or harm the reputation of Younique.

### 5.2.1 - Trademarks and Copyrights

You may not use any Younique Mark in any advertising (including but not limited to the Internet) or literature other than Company published material without Younique's prior written permission, which may be granted or withheld in Younique's sole and absolute discretion. In addition, video or audio recordings of Company events, trainings, and/or speeches are also copyrighted and may not be utilized or distributed without prior written permission from Younique.

The Younique Marks are trademarks of Younique and are of great value to the Company. Your use of the Younique Marks is strictly prohibited except as expressly authorized in this Independent Brand Ambassador Agreement or with prior written permission from the Company.

You may not do anything that impairs or weakens Younique's ownership rights in the Younique Marks or the validity, value or goodwill associated with any of the Younique Marks. If you become aware of any use of the Younique Marks or confusingly similar variations thereof by any unauthorized person or entity, you will promptly send us notice of such unauthorized use and help us to prohibit or terminate such unauthorized use. You will not challenge or attack Younique's ownership interest in the Younique Marks in any jurisdiction. All uses of the Younique Marks shall inure to Younique's benefit.

#### 5.2.1.1 - Social Networking Platforms

You are not authorized to use the Younique Marks in the title, header or headings of your social media pages without the prior written permission of Younique, except as follows:

Younique by [YOUR NAME HERE]; @youniqueby[YOUR NAMEHERE];

[YOUR NAME HERE], a Younique Independent Brand Ambassador; or [YOUR NAME HERE], a Younique Brand Ambassador

#### 5.2.1.2 - Domain Names

You cannot register or use a domain name (URL) or electronic mail address utilizing any of the Younique Marks except as provided below. You are only authorized to register domain names or create electronic mail addresses that incorporate the word Younique. You are not authorized to create any domain name or electronic mail address using any other Younique Mark. For domain names, Younique authorizes the registration of domain names in the following manner only:

www.youniqueby[YOUR NAME HERE].com

For electronic mail addresses, Younique authorizes the following only: youniqueby [YOUR NAME HERE]@[provider].com.

#### 5.2.1.3 - The Younique Brand Ambassador Community

There are numerous words, images, phrases, taglines, and/or ideas developed by or coined within the Younique community and used by Younique Brand Ambassadors to promote Younique, their Younique business, or their Younique

team. No Yunique Brand Ambassador can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the Yunique community domain for use by all Yunique Brand Ambassadors. 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 or protect any such words, images, phrases, taglines, names, or phrases as a trademark, copyright, or domain name. In the event that you seek any such trademark, copyright, or domain name registration, you agree to assign to Yunique any such trademark application or registration, or copyright or domain registration. In addition, Yunique may elect to take disciplinary action against you as provided in the [“Dispute Resolution and Disciplinary Proceedings”](#) section. By entering into the Independent Brand Ambassador Agreement and/or renewing your Independent Brand Ambassador Agreement, you hereby assign any right, title, or interest that you may have or be deemed to have in or to any such Intellectual Property Rights to Yunique, and you agree that Yunique may, in its sole and absolute discretion, seek to register any such words, images, phrases, taglines, names, or phrases as trademarks, copyrights, or domain names, as the case may be. You further agree to assist Yunique in every proper way to effect any such transfer of Intellectual Property Rights from you to Yunique.

### 5.2.2 - Submission of Business or Other Ideas to Yunique

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

You further agree that if you submit any Submissions to Yunique, you assign to Yunique all of your rights in and to such Submissions 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 Yunique contests, promotions, or incentives. All Submissions and all contest, promotion, or incentive Submissions shall be the property of Yunique.

Yunique shall not be obligated to keep these Submissions confidential and may use or disclose them for any purpose without further permission from you and without any compensation owed to you.

### 5.2.3 - Advertising Templates and Approval

You may only advertise or promote your Yunique business using approved tools, templates, or images acquired through Yunique. No approval is necessary to use these approved tools. These items are available in your Back Office under “Business Supplies.”

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

Yunique Brand Ambassadors may not create their own samples of any of Yunique's products. You may only sell Yunique products in their original packaging, and you may not repackage, re-label, or alter Yunique products or the labels on the Yunique products you sell. Tampering with labels or packaging could be a violation of federal and state Laws and may result in civil liability in some circumstances. Altering a Yunique product in ways other than specified in Yunique instructions voids all product warranties, and Yunique is no longer liable for any damages that result from altered or improperly used products.

### 5.2.5 - False or Exaggerated Product Claims

All promotional literature, advertisements, and mailings created by Yunique Brand Ambassadors shall not contain product descriptions, claims, photos, or illustrations that are false, deceptive, or misleading. To the extent that Yunique Brand Ambassadors make any claims regarding the products offered by Yunique, or the ingredients in a product, such product claims must be consistent with official Yunique literature and promotional materials, if any. Additionally, Yunique Brand Ambassadors may not make claims (including personal testimonials) about the therapeutic or curative properties of any products offered by Yunique or a product's ingredients, except those contained in official Yunique literature, if any. Not only do such claims violate these Policies and Procedures, they may potentially violate federal and state Laws. Further, you may not claim to have a unique advantage, relationship with, or access to Yunique's executives or employees that other Yunique Brand Ambassadors do not have. Such claims are also a violation of these Policies and Procedures.

### 5.2.6 - International Enrollment and Sales

You are only allowed to offer the Yunique business opportunity within the countries, states, provinces, or territories in which Yunique is formally permitting Yunique Brand Ambassador enrollment. You are only allowed to sell Yunique products within the countries, states, provinces, or territories to which Yunique is formally shipping product. You may not accept pre-orders or payments within any country, state, province, or territory in which Yunique is not formally permitting Yunique Brand Ambassador enrollment or to which Yunique is not shipping products.

Some of the countries or territories in which Yunique is formally permitting Yunique Brand Ambassador enrollment are on a “Not for Resale” basis only. A Yunique Brand Ambassador or customer in these jurisdictions may purchase Yunique products for personal consumption only, is limited to the amount of product that can be imported, and may not resell the products. As a result, a customer located in a “Not for Resale” country may only place orders through the Website and products must be shipped from the Company warehouse directly to the customer.

### 5.2.7 - Media and Media Inquiries

If a member of the press or media contacts you about Yunique or your Yunique business, you must contact [Yunique Compliance](#) before responding or disclosing any information.

If Yunique requests that you not respond to such press or media inquiry, or requests that you refer such press or media contact to the Company so the Company may respond, you agree that you will comply with such requests. Failure to comply with such a request by Yunique 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 Yunique, its products, or the Yunique business opportunity, you must first seek written approval from [Yunique Compliance](#), which approval may be granted or withheld in Yunique’s sole and absolute discretion. Approved media requests are generally restricted to local, rather than national, outlets.

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

### 5.3.1 - Telemarketing

You are not permitted to utilize telemarketing or to make “cold calls” to market Yunique products or the Yunique business opportunity, nor may you use automatic telephone dialing systems or software relative to the operation of your Yunique business. **This prohibition covers text messages and facsimiles, which are prohibited in the United States without prior express written consent pursuant to the Telephone Consumer Protection Act.** Yunique Brand Ambassadors agree that they shall not place or initiate any outbound telephone calls to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to Yunique products or the Yunique business opportunity.

## 5.4 - 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 Yunique Brand Ambassadors in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, are prohibited. In addition, your websites and web promotion activities must not infringe any third party’s rights in its trademarks, copyrights, or other Intellectual Property Rights.

You may not “tag” yourself in online programs (including, but not limited to, Google Maps) as the Company’s location.

Determinations of truthfulness, and whether specific activities are misleading or deceptive, will be made in Yunique’s sole and absolute discretion.

### 5.4.1 - 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 publicly accessible online discussion boards or forums. This includes blog spamming, blog comment spamming, and/or “spamdexing.” Any comments relating to Yunique that you make on blogs, forums, guest books, or other similar venues must be unique, informative, and relevant.

## 5.4.2 - Internet Advertising / Awareness Generation

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

### 5.4.2.1- Online Classifieds

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

Online classified sites should generally be used as a recruiting tool to discuss the Younique business opportunity. Younique encourages you to use phrases such as “Join my Younique team”, followed by “Contact me for more information.” You may NOT use online classifieds (including, without limitation, buy/sell/trade sites, online news site classifieds, or other similar sites) to list, sell, or retail specific Younique products or product bundles. However, once a potential recruit reaches out to you, you are welcome to inform them about Younique products.

You may post about Younique products or the Younique business opportunity within a Facebook group that you personally create, or on a Facebook group page or other online classified website promoting work-from-home and direct sales opportunities or cosmetics, as long as you continue to adhere to all other Younique policies.

You are also permitted to respond to postings in a buy/sell/trade group where a potential customer posts a comment about Younique products.

### 5.4.2.2 - Online Auctions and Retailing

You are strictly prohibited from listing, selling, or promoting Younique products or the Younique business opportunity on eBay and/or any online auction sites, or on any online retail store or e-commerce sites, including without limitation any e-commerce site you create or any online retail platforms such as Amazon, Alibaba, or eBay Stores, nor may you enlist or knowingly allow a third party (including any customer) to do so.

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

You are not allowed to transmit mass or unsolicited texts, social media messages, or emails to promote Younique, its products, or the Younique business opportunity. Mailings, social media messages, or texts to people who are “opt in” subscribers and who have initiated a request to be included in bulk emailing, newsletter, or other standardized communications from you are allowed. You must ensure at all times, however, that all of your business practices comply with applicable Laws, including the Laws of your country of residence and the Laws of the country of residence of the recipient. (For instance, Younique Brand Ambassadors residing in, or sending communications to recipients residing in, Canada must comply with Canada’s anti-spam legislation (S.C. 2010, c. 23), which requires opt-in consent to send marketing communications and prohibits the use of deceptive subject lines, false header information, and any other fraudulent tactics.) The making of unauthorized, false, or exaggerated claims is also prohibited.

If you do send emails or texts 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 texts, the emails or texts you send must, in addition to complying with all relevant portions of these Policies and Procedures:

- a) Have a functioning and non-deceptive return email address or phone number;
- b) Contain a notice that advises the recipient that he or she may reply to the email or text, via the functioning return email address or phone number, to request that future email or text solicitations or correspondence not be sent to him or her (a functioning “opt-out” or “unsubscribe” 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, social media messages, or texts, you must honor all opt-out requests, whether received by email, text or regular mail within the legally defined time frame. We recommend that you consider using email management software or similar resources to help manage any unsubscribe requests you may receive.

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

You may use social networking sites (such as Facebook®, Periscope®, 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:

- a) The term “Younique” or any of the Younique Marks, or any derivatives thereof, may not be used as your user name, profile, handle, or address for any social networking or social media site except as provided in the [“Trademarks and Copyrights”](#) section.
- b) 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.
- c) Profiles you generate in any social platform where you mention or discuss Younique must clearly identify you as a “Younique Independent Brand Ambassador.”
- d) You are not authorized to create a social networking page on any social networking platform using the Younique Marks (or confusingly similar variations of the Younique Marks) that may create a false or misleading sense or impression that you are authorized to speak for or on behalf of Company or its Affiliates.
- e) You may use the content shared by Company on its Younique Corporate Social Media platforms in connection with your Younique business.
- f) 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. You should not post any comments, photos, or videos that are rude, offensive, or disparaging of another person or Younique Brand Ambassador or Brand Affiliate.
- g) Unprofessional or disrespectful online conduct toward any Younique competitor is strictly prohibited. You may not disparage, directly or by implication, any Younique competitor, their customers, or their products or services on any social media platform, such as Facebook® or Twitter®. Additionally, you may not make misleading comparisons of another company’s direct selling opportunity, products, or services. Any comparison must be based on facts that can be objectively substantiated. Additionally, you may not take unfair advantage of the goodwill attached to the trade name and symbol of any company, business, product, or service.
- h) You must follow the social media site’s terms of use. For example, 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. Additionally, whenever you use social media sites, you shall at all times comply with any applicable Laws promulgated by your country of residence or the country of residence of the recipient.

The determination of whether you are in compliance with any of the guidelines set forth in this section shall be made in Younique’s sole and absolute discretion. If you are determined to be in violation of any of these guidelines, you may be subject to disciplinary action and/or the termination of your Independent Brand Ambassador Agreement, in Younique’s sole and absolute discretion.

#### 5.4.2.5 - Digital Media Submission (YouTube®, iTunes®, PhotoBucket®, Instagram®, Periscope®, Etc.)

You may upload, submit, or publish any Younique-related video, audio, or photo content that you personally develop and create as long as it aligns with Younique’s values, contributes to the Younique community for the greater good, is in compliance with these Policies and Procedures, including with respect to the use of the Younique Marks, and does not violate the privacy or intellectual property rights of any third party.

Such submissions must clearly identify you as a “Younique Independent Brand Ambassador” (either in the content itself or in the content description tag), must comply with all copyright and other legal requirements, and must state that you are solely responsible for such content and not the Company.

You may not upload, submit, or publish any content, including without limitation any video, audio, presentation, or computer files, received from the Company or captured at official Younique events or in buildings owned or operated

by the Company without Younique's prior written permission, which permission shall be granted or withheld in Younique's sole and absolute discretion. Such permission may be sought by contacting [Younique Compliance](#). This would include any presentations by speakers or Younique corporate employees given in an auditorium or at breakout meeting sessions at any Younique events.

#### 5.4.2.6 - Search Engine Marketing/Display Advertisements

Brand Ambassadors are prohibited from marketing Younique products or their Younique business using paid advertisements that appear on search engine results pages. The use of display advertisements for this purpose is also prohibited.

#### 5.4.3 - Younique Brand Ambassador Personal Websites

Upon enrollment, all Younique Brand Ambassadors receive a personalized version of the Website, referred to herein as your "Personal Website." In addition, if you wish to do so, you may develop and create your own website. All websites created by a Brand Ambassador that mention Younique products and/or business opportunity must be submitted to Younique Compliance for review before the website is published online. The Company reserves the right to deny use of the mention or posting of Younique products and/or the opportunity on a website you create at its sole and absolute discretion. You further agree to immediately remove and/or disable any such website that Younique, in its sole and absolute discretion, believes is not in compliance with this Independent Brand Ambassador Agreement.

##### 5.4.3.1 - Personal Website and External Website Domain Names

By default, your Personal Website URL is [youniqueproducts.com/FirstNameLastName](http://youniqueproducts.com/FirstNameLastName). This default URL may be changed. If you choose to change the default URL, or if you choose to operate an external website, the name you choose cannot:

- a) Use the word "Younique" in any form except as specifically permitted under the "[Trademarks and Copyrights](#)" section;
- b) Use any of the Younique Marks in any form;
- c) Be confused with other sections of the Website;
- d) Confuse a reasonable person into thinking they have reached a Younique corporate page, website, or profile
- 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;
- g) Identify or be confused with a geographical location, region, state name, or country; or
- h) Infringe on a third party's trademark, copyright, or other Intellectual Property Rights.

State or province names, country names, or abbreviations of these geographical names when used in isolation are not allowed (e.g., [youniqueproducts.com/USA](http://youniqueproducts.com/USA) or [youniqueproducts.com/Toronto](http://youniqueproducts.com/Toronto)). However, if the geographical name is used in combination with an identifier, then it is allowable (e.g., [youniqueproducts.com/ChicagoJane](http://youniqueproducts.com/ChicagoJane)).

Examples of inappropriate naming conventions include but are not limited to: /info; /official; /buy; /search;

/products; /hometeam; /teamfabulous; /#&@%; /Youniquegal; and /Youniqueking. If you have any questions about selecting a URL, contact [Younique Compliance](#).

##### 5.4.3.1.1 - Mobile Applications - Apps

Younique Brand Ambassadors wishing to distribute mobile or tablet applications that promote the Younique Brand Ambassador's business or Younique products must receive prior written approval of the application from Younique, which approval may be granted or withheld in Younique's sole and absolute discretion. Contact [Younique Compliance](#) for more information.

You agree to comply with the "[Trademarks and Copyrights](#)," section regarding your use of any such mobile application. You further agree to immediately remove and/or disable any such mobile application that Younique, in its sole and absolute discretion, believes is not in compliance with this Independent Brand Ambassador Agreement.

#### 5.4.3.1.2 - No E-Commerce or Stock-and-Sell Retailing

Should you choose to create an external website, your 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 external website. All orders must be placed through your Personal Website.

#### 5.4.3.1.3 - External Team Websites

If you achieve the rank of Brand Director title or higher (as defined in the Younique Pay Plan), you may develop a team website for the purpose of connecting, communicating, training, educating, and sharing best practices with and 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 Younique Brand Directors Personal Website or Registered External Website. Younique Brand Directors cannot use their team name in the URL of their Personal Website or their Registered External Website. Younique Brand Directors may build a team website on a social media platform, so long as it complies with these Policies and Procedures and the terms and conditions of such social media platform. Additionally, such team websites must be private, with the activity of the group not represented outside the group. All team websites must be registered with Younique by contacting [Younique Compliance](#). Because team websites must be password protected, please be sure to provide a username and password to [Younique Compliance](#) so that Younique may review the site. Younique may approve such team websites in its sole and absolute discretion.

Team websites are not to be used as a form of marketing for you or your team.

### 5.5 - Commercial Outlets / Retail Stores / Reselling / Trade Shows

#### 5.5.1 - 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 may include 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. Such promotional displays may not include any actual Younique products.

Cash-and-carry sales from retail establishments 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 Younique products 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.

#### 5.5.2 - Reselling

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

#### 5.5.3 - Trade Shows

In markets where Younique products are available for resale Younique products may be sold at trade show events as long as the product is not sold or displayed with other non-Younique products. As referenced in the section, "[Product Sales](#)," Younique Brand Ambassadors shall not advertise products at trade shows for less than the retail price published by Younique. All trade show attendance by a Younique Brand Ambassador is at such Younique Brand Ambassador's own expense. If the venue requires a tax identification number, it is the sole responsibility of the Younique Brand Ambassador to provide such tax identification number.

Younique Brand Ambassadors are not allowed to participate in flea markets or trade shows that are permanent in nature. Younique Brand Ambassadors shall not participate in trade shows that occur more frequently than on a quarterly basis and are longer than a week in duration.



## SECTION 6 - OPERATING YOUR YOUNIQUE BUSINESS

### 6.1 - Product Sales

To be eligible for Bonuses, Commissions, and title advancement, you must meet the milestones and requirements set forth in the Younique Pay Plan and establish an account with PayQuicker®. Regardless of your title or level of achievement, you have an ongoing obligation to personally promote sales through the generation of new customers and through servicing your existing customers.

#### 6.1.1 - Pricing and Selling Products

Each Younique Brand Ambassador is an independent contractor and may establish his or her own prices for reselling Younique products. However, Younique Brand Ambassadors shall not advertise products for less than the retail price published by Younique in a public setting. Examples include (but are not limited to) bulk pricing or special enticement advertising, offers of discounted products, free shipping, BOGO offers, giveaways, or other such offers that grant advantages beyond those available through any Younique Brand Ambassador's Personal Website. Offers of free Starter Kits are prohibited as set forth in the section below regarding, "[Marketing the Business Opportunity: Limitation on Recruiting Efforts](#)". For questions regarding what is allowed please contact [Younique Compliance](#).

Younique Brand Ambassadors are responsible for observing all local Laws concerning pricing, and any offer of Younique products for sale shall be accurate and truthful in all respects.

Younique Brand Ambassadors shall always truthfully and clearly identify themselves, their Younique business, the nature of their Younique business, and the purpose of any presentation. Younique Brand Ambassador contact with any customer shall be made in a polite manner and during reasonable hours. A demonstration or sales presentation shall stop immediately upon any customer's request.

### 6.2 - Ordering and Shipping

Information regarding the placement of orders, shipping, discounts, returns, exchanges, replacements, and other related matters are set forth on the Website. Younique Brand Ambassadors are responsible for handling all returns and exchanges for their customers. In markets where cash-and-carry sales are permitted, Younique Brand Ambassadors shall ensure that their customers receive their orders in a timely manner and in accordance with applicable Laws. If a Younique Brand Ambassador cannot fulfill a customer's order, it is such Younique Brand Ambassador's responsibility to provide such customer with a prompt refund.

### 6.3 - Sponsoring

As a Younique Brand Ambassador, you have the right to sponsor and enroll others into Younique by helping them successfully complete the Brand Ambassador and Brand Affiliate Registration Form, as outlined in the section regarding "[Becoming a Younique Brand Ambassador](#)." You may not recruit or enroll an individual who is recognized as a minor in his or her country, state, or province of residence. Additionally, to enroll as a Younique Brand Ambassador or Brand Affiliate, an individual must be at least eighteen (18) years of age, regardless of whether he or she has reached the age of majority or is considered to be an adult under his or her local Law at an age earlier than eighteen (18).

Younique does not allow changes in sponsorship to existing Brand Ambassador accounts. You may, however, rejoin under a new Sponsor by allowing your Brand Ambassador account to revert to a customer account due to inactivity and re-enrolling under a new Sponsor. You will be required to purchase a new Brand Ambassador Kit upon re-enrollment and you will not retain your prior Downline, Recognized Title, Lifetime PRS, or Customer Subscriptions.

#### 6.3.1 - 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, gifts, offers to pay for new recruits' Starter Kits, offers of free product, and offers to provide incentives if new recruits reach milestones within a certain time period. The initial transaction of purchasing a Starter Kit in order to become a Younique Brand Ambassador or Brand Affiliate must be a stand-alone transaction between Younique and the prospective Younique Brand Ambassador or Brand Affiliate and cannot be linked to any future performance, milestones, or promises.

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

If a member of your Immediate Household engages in activities that violate the Independent Brand Ambassador Agreement, including these Policies and Procedures, you will be considered to be in violation of the Independent Brand Ambassador Agreement, and Younique may take disciplinary action against you.

Similarly, in the case of an Entity Brand Ambassador, if any individual associated with such Entity Brand Ambassador violates the Independent Brand Ambassador Agreement, such actions will be deemed a violation by the Entity Brand Ambassador, and Younique may take disciplinary action against the Entity Brand Ambassador.

### 6.4 - Business and Property Insurance

Younique is not responsible for obtaining insurance on behalf of any Younique Brand Ambassador.

### 6.5 - Demonstration of Younique Products

Many states have cosmetology Laws, which require that individuals possess a license in order to physically apply cosmetics or skin care products with their hands or with mechanical devices. Younique strongly recommends that Younique Brand Ambassadors avoid applying Younique products on customers altogether, even when licensed. The practice of applying cosmetics or skin care products even when licensed might lead customers and licensing authorities to misunderstand the usual practices of Younique Brand Ambassadors in their normal course of business. Younique recommends that you teach customers how to apply the products themselves to avoid any such misunderstanding.

## SECTION 7 - PAYMENT

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

You are not allowed to permit other Younique Brand Ambassadors, Brand Affiliates, or customers to use your credit or debit cards or to permit debits from your personal banking accounts in order for other Younique Brand Ambassadors, Brand Affiliates, or customers to enroll in or make purchases from Younique.

### 7.2 - 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 on behalf of its Younique Brand Ambassadors on all purchases. Sales tax is calculated on the full retail price of items purchased from Younique in accordance with applicable tax rates in the state, province, county, and/or municipality to which the order is shipped. Younique is unable to honor resale certificates from Younique Brand Ambassadors seeking to avoid paying sales tax on purchases made from Younique.

## SECTION 8 - WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES

### 8.1 - The Younique Love It Guarantee

Younique offers a return policy, known as the Love It Guarantee. The details of this return policy are available on the Website at [www.youniqueproducts.com/products/satisfaction](http://www.youniqueproducts.com/products/satisfaction).

### 8.2 - In-Home Purchase Cancellation Policy

If a customer makes a purchase arising from an in-home presentation, the customer has the right to cancel his or her order for a full refund until midnight on the third (3<sup>rd</sup>) Business Day after the sale. This three-Business Day cancellation option applies to sales at a customer's home, workplace, or dormitory, or at facilities rented by the Younique Brand Ambassador on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds, and restaurants. The cancellation option applies even when the customer invites the Younique Brand Ambassador to make a presentation in the customer's home.

If a Younique Brand Ambassador makes an in-home presentation to a customer, potential customer, or potential

Younique Brand Ambassador, the Younique Brand Ambassador making the presentation must notify such individuals of the three-Business Day cancellation right.

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

Younique may, in its sole and absolute discretion, retrieve or reverse any Bonuses, Commissions, or title advancements received by a Younique Brand Ambassador or Brand Affiliate as a result of any returned order. This may include offsetting amounts owed to you by Younique.

### 8.4 – Restrictions on Return of Bulk Order Purchases

All bulk order purchases are final. Younique places restrictions on the return of bulk order purchases in their entirety, as such returns may negatively impact the integrity of the organization. A bulk order is defined as a single order or cumulative orders by a single Younique Brand Ambassador within a three-day period amounting to \$1,000 USD (or the equivalent based on Younique currency exchange peg rates) or more, before any applicable discounts.

In addition to bulk order return restrictions, bulk order purchases may be subject to additional scrutiny, restrictions, and/or penalties, including without limitation pursuant to the provisions of the section “[Internet Advertising/Awareness Generation](#),” regarding purchases for resale over eBay, the section regarding, “[Bonus Buying Prohibited](#),” regarding purchases to obtain title advancement, and the section below, “[Inventory Purchases](#),” regarding excessive inventory purchases.

Bulk order return restrictions are superseded by the “[In-Home Purchase Cancellation Policy](#),” and “[Return of Inventory and Sales Aids by Younique Brand Ambassadors Upon Cancellation](#).”

### 8.5 – Return of Inventory and Sales Aids by Younique Brand Ambassadors Upon Cancellation

Upon Cancellation of the Independent Brand Ambassador Agreement, a Younique Brand Ambassador may return products and sales tools personally purchased from the Company within one (1) year prior to the date of Cancellation, provided that such goods are in Resalable condition (*note, this one (1) year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming, and Puerto Rico*). Retail Pay must be returned prior to any return of product. Please contact [Younique Compliance](#) for more information or assistance.

Upon the Company’s receipt of returned goods and confirmation that they are in Resalable condition, the Younique Brand Ambassador will be reimbursed one hundred percent (100%) of the net cost of the original purchase price, including shipping costs. If the purchases were made through a credit card, the refund will be credited back to the same account.

## SECTION 9 – RESTRICTIONS ON YOUNIQUE BRAND AMBASSADOR ACTIVITIES

### 9.1 – 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 enrollment. Furthermore, you may not advertise on your Personal Website, , blog, or any other location or media that you will discount or reimburse all or any portion of the price of the Starter Kit, or offer any kind of gift or incentive, if recruits enroll under you as a Younique Brand Ambassador.

Once a recruit has joined your team, however, it is acceptable to offer them incentives to encourage behavior, just not before they have enrolled as a new Younique Brand Ambassador or Brand Affiliate.

### 9.2 – Bonus Buying Prohibited

Bonus Buying activities are fraudulent and constitute a material breach of your Independent Brand Ambassador Agreement. Bonus Buying includes:

- a) The enrollment or attempted enrollment of an individual or entity as a Younique Brand Ambassador or Brand Affiliate without their knowledge or consent;

- b) The enrollment or attempted enrollment of a minor or other individual who does not have the legal capacity to consent; or
- c) The enrollment or attempted enrollment of non-existent individuals or entities as Younique Brand Ambassadors or Brand Affiliates (i.e., you may not enroll a deceased or fictitious person or a fictitious business entity as a Younique Brand Ambassador.)

As a Younique Brand Ambassador:

- d) You may not have interest in more than one Younique account.
- e) You must be able to prove that anyone signing up as a new Younique Brand Ambassador or Brand Affiliate under you did so with full knowledge and understanding of the terms of the Independent Brand Ambassador or Brand Affiliate Agreement.
- f) You may not purchase Younique products from other Younique Brand Ambassadors or Brand Affiliates in an attempt for either party to qualify for a title advancement or to achieve an incentive trip, reward, or recognition.
- g) You may not encourage customers to order from other Younique Brand Ambassadors or Brand Affiliates with an intent to manipulate the Younique Pay Plan, as such intent may be determined by the Company in its sole and absolute discretion.

Younique regularly audits title advancements, promotions, and incentive trip qualifications to identify instances of Bonus Buying or other manipulations of the Younique Pay Plan. Building up inventory for a show or event is permissible as long as you can provide Younique evidence of the show or event upon request.

### 9.3 - Fraudulent Activities Prohibited

You may not use false identification numbers or false names, buy additional product to achieve or maintain a certain title, warehouse products, or use any other form of manipulation that violates the terms and conditions of the Younique Pay Plan, these Policies and Procedures, or their 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).

### 9.4 - 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 you must not influence any other Younique Brand Ambassador or Brand Affiliate to buy more products than he or she can reasonably use or sell to retail customers in one (1) month. In keeping with this intent, you are prohibited from purchasing more than \$1,000 USD per month in products, unless you can certify to Younique that you have pending retail orders in excess of \$1,000 USD or can provide Younique with other business reasons why such a purchase is necessary.

### 9.5 - Using Income Claims in Recruiting Efforts

When you are discussing the Younique business opportunity or Younique Pay Plan with a prospective Younique Brand Ambassador or Brand Affiliate, you may not make income projections or income claims, or disclose information about your personal Younique income. Similarly, you may not exhibit actual, copies of, or representative reward checks in the promotion of Younique products or the Younique business opportunity. You may not use hypothetical income examples to illustrate how the Younique Pay Plan operates. 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.

#### 9.5.1 - Lifestyle Claims

In addition to express income claims, you may not make “lifestyle” and hypothetical income representations. A lifestyle claim typically includes pictures or statements involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. Claims such as “Our Younique business has allowed my wife/husband to come home and be a full-time mom/dad” also fall within the purview of lifestyle claims.

A hypothetical claim exists when a Younique Brand Ambassador attempts to explain the operation of the Younique Pay Plan through the use of hypothetical examples. In formulating such hypothetical examples, certain assumptions are made regarding the (a) number of Younique Brand Ambassadors or Brand Affiliates sponsored; (b) number of Downline

Younique Brand Ambassadors and Brand Affiliates; (c) average product volume per Younique Brand Ambassador or Brand Affiliate; and (d) total organizational volume. Running these assumptions through the Younique Pay Plan yields a potentially unrealistic and misleading income figure.

Lifestyle and hypothetical income statements are, at a minimum, implied claims. As a result, they constitute income claims, are in direct violation of these Policies and Procedures, and are not permitted.

### 9.5.2 – Younique Pay Plan Claims

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

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 some examples of improper representations about the Younique Pay Plan. It is important that you do not make these or any other representations that could lead a prospective Younique Brand Ambassador to believe that he or she can be successful as a Younique Brand Ambassador without commitment, effort, and sales skill.

### 9.5.3 – Responsibility for Younique Brand Ambassador Statements

You are fully responsible for all verbal and written statements made regarding Younique products and/or the Younique Pay 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, shareholders, members, managers, directors, officers, employees, parents, subsidiaries, Affiliates, agents and representatives and hold them harmless from any and all liability, including without limitation any judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Younique as a result of any unauthorized representations made or actions taken by you. This provision shall survive the termination of the Independent Brand Ambassador Agreement.

## 9.6 – Conflicts of Interest

### 9.6.1 – Participation in Other Direct Selling or Competing Ventures; Copycat or Counterfeit Products

Younique Brand Ambassadors through Senior Brand Directors (as set forth in the Younique Pay Plan) may participate in other party planning, direct selling, multilevel marketing, or network marketing business ventures ("Direct Selling Ventures") whose product line or offering does not compete with Younique (as determined by Younique in its sole and absolute discretion). Brand Vice Presidents through Chief Brand Executives are prohibited from participating in any other Direct Selling Ventures. If you have questions about a specific company and whether there is a conflict, please contact [Younique Compliance](#).

Additionally, the following must be adhered to:

- a) You, or members of your Immediate Household, may not sell, or attempt to sell, copycat, counterfeit, or non-authentic products when such products are related in any way to the conducting or maintaining of a Younique

business.

- 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 Younique Brand Ambassadors 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.
- e) You may not use Younique information, events, websites, or assets to sell non-Younique products.

### 9.6.2 - Non-Solicitation

The term “sponsor” 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 Younique Brand Ambassador to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

Subject to compliance with the [“Participation in Other Direct Selling Ventures; Copycat or Counterfeit Products,”](#) section you may participate in other direct selling ventures (including party planning, network marketing, and multilevel marketing). However, during the term of the Independent Brand Ambassador Agreement, you may not directly or indirectly encourage other Younique Brand Ambassadors or Brand Affiliates to participate in any other direct selling venture.

Following the Cancellation of your Independent Brand Ambassador Agreement, and for a period of six (6) calendar months thereafter, with the exception of a Younique Brand Ambassador or Brand Affiliate who you personally sponsored, you agree that you shall not encourage any Younique Brand Ambassador or Brand Affiliate to participate in another direct selling venture.

During the term of this Independent Brand Ambassador 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 opportunity or Younique's products to directly or indirectly recruit Younique Brand Ambassadors or Brand Affiliates for another direct selling or network marketing program.

In furtherance of these provisions, you agree that you shall not take any action that may reasonably be foreseen to result in inviting an inquiry from other Younique Brand Ambassadors or Brand Affiliates relating to your other direct selling business.

You acknowledge and agree that because network and party planning 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 nonsolicitation 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 Younique Brand Ambassadors and Brand Affiliates are located. You further acknowledge and agree that the restrictions contained in this section are fair and reasonable in scope and duration, are necessary to protect the Company's legitimate business interests, and are a material inducement to the Company entering into this Independent Brand Ambassador Agreement. The provisions of this section shall survive the termination or expiration of the Independent Brand Ambassador Agreement.

### 9.6.3 - Confidential Information

Younique will make available to you through your Back Office and the Y-App certain information and reports (e.g., Downline Reports, order history reports, and contact lists) 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 Younique business. If you participate in any other party planning, 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. The misuse of Confidential Information may subject you to disciplinary action and/or the termination of your

Independent Brand Ambassador Agreement. Such misuse of Confidential Information may also subject you to liability under both state and federal Law. The provisions of this section shall survive the termination or expiration of the Independent Brand Ambassador Agreement.

To protect the Confidential Information, you agree that you shall not, on your own behalf or on behalf of any other individual, 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 or Y- App;
- c) Use any Confidential Information to compete with Yunique or for any purpose other than promoting or supporting your Yunique business; or
- d) Recruit or solicit any Yunique Brand Ambassador or Brand Affiliate 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 Yunique Brand Ambassador or Brand Affiliate to alter his or her business relationship with Yunique.

Notwithstanding any provision to the contrary, nothing prohibits you from reporting possible violations of law to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law and/or applicable state law. Likewise, nothing limits your ability to communicate with any governmental agency or entity, or otherwise participate in any investigation or proceeding that may be commenced by any government agency or entity, including by providing documents or other information without notice to Yunique. Similarly, nothing limits your ability to communicate with [Yunique Compliance](#) or [Yunique Customer Care](#).

#### 9.6.4 - Yunique Brand Ambassadors Selling to Other Yunique Brand Ambassadors

As a Yunique Brand Ambassador, you, or members of your Immediate Household, are not allowed to sell any competing, copycat, counterfeit, or non-authentic products or services to other Yunique Brand Ambassadors or Brand Affiliates when such products are related in any way to the conducting or maintaining of a Yunique business. This policy does not include the selling of authentic Yunique products, provided that such sales are in compliance with the "[Bonus Buying Prohibited](#)." section. Additionally, you are not allowed to use Yunique information, events, websites, or assets to sell non-Yunique products to Yunique Brand Ambassadors and Brand Affiliates.

#### 9.7 - Cross Sponsoring

Cross sponsoring occurs when a Yunique Brand Ambassador knowingly enrolls (or attempts to enroll) another current or former Yunique Brand Ambassador or Brand Affiliate under him or her when such Yunique Brand Ambassador or Brand Affiliate is currently enrolled in a different Line of Sponsorship. 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 [Yunique Compliance](#). When cross sponsoring occurs, it is Yunique's right to take disciplinary action against the offending Yunique Brand Ambassador, as well as any Yunique Brand Ambassadors or Brand Affiliates who encouraged or participated in cross sponsoring in any way. Yunique may also choose, in its sole and absolute discretion, to restore or move all or part of the offending Yunique Brand Ambassador's Downline back to his or her original Downline organization. Yunique Brand Ambassadors and Brand Affiliates involved in cross sponsoring waive all claims and causes of action against Yunique and its Affiliates relating to the disposition of the cross sponsored Yunique Brand Ambassador's Downline organization.

#### 9.8 - Negative and Disparaging Remarks

While Yunique welcomes constructive input from its Yunique Brand Ambassadors, negative comments and remarks made by Yunique Brand Ambassadors about Yunique, the Yunique business opportunity, Yunique products, or the Yunique Pay Plan serve no purpose other than to sour the enthusiasm of other Yunique Brand Ambassadors and Brand Affiliates. For this reason, you must not disparage Yunique, the Yunique business opportunity, other Yunique Brand Ambassadors and Brand Affiliates, Yunique's products, the Yunique Pay Plan, or Yunique's owners,



shareholders, members, managers, directors, officers, employees, parents, subsidiaries, Affiliates, agents or representatives. Should you disparage any of these items or parties, it will be considered a material breach of your Independent Brand Ambassador Agreement, and you will be subject to disciplinary action. This provision survives the Cancellation or expiration of your Independent Brand Ambassador Agreement.

## 9.9 - Making Claims Regarding Government Approval or Endorsement

No regulatory agencies or 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 Younique Pay Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

## 9.10 - Use of Nonpublic Information

No Younique Brand Ambassador may act on, or benefit in any way from, any information about Younique, or its future plans, to pursue any aspect of the Younique Brand Ambassador'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 relationships, conversations, or communications with Younique owners, shareholders, members, managers, directors, officers, parents, subsidiaries, Affiliates, employees, representatives, or agents, 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 Brand Ambassador Agreement and subject to disciplinary proceedings.

# SECTION 10 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

## 10.1 - Disciplinary Sanctions

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

- a) Additional training on Younique's policies and procedures;
- b) A written warning or admonition;
- c) A requirement that you take immediate corrective measures;
- d) Imposition of a fine, which may be withheld from Bonuses, Commission payments, and returns;
- e) Loss of rights to one or more Bonus and/or Commission payments;
- f) Suspension of your Independent Brand Ambassador Agreement for one (1) or more pay periods;
- g) The removal of a First Level Younique Brand Ambassador and their Downline organization from your Downline organization;
- h) Involuntary termination of your Independent Brand Ambassador Agreement;
- i) Permanent or temporary loss of or reduction in your current and/or Recognized Title (which may be subsequently re-earned);
- j) Suspension and/or termination of your Personal Website or your access to your Back Office; and/or
- k) Any other measure allowed within any portion of the Independent Brand Ambassador Agreement or which Younique deems appropriate, in its sole and absolute discretion, 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 Independent Brand Ambassador Agreement, including these Policies and Procedures, notification of the violation and the corrective measure will be given to you by [Younique Compliance](#). 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 Brand Director or Upline Senior Brand Director, and/or Upline Brand Vice President or Brand Executive (as such terms are

defined in the Younique Pay Plan).

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 Bonus or Commission withheld during the investigation period. Younique is granted and reserves the right to institute legal proceedings for monetary and/or equitable relief.

## 10.2 - Results of Suspension or Termination

If a Younique Brand Ambassador has been terminated or suspended, he or she must comply with all the continuing obligations set forth in the section below, "[Continuing Obligations Upon Cancellation or Suspension](#)." Among such obligations, a terminated or suspended Younique Brand Ambassador must cease to sell Younique products. Further, such Younique Brand Ambassador 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 Younique Brand Ambassador has been reinstated, he or she may resume all selling activities. If you are terminated, you may return unused goods in unopened and Resalable condition under the one-hundred percent (100%) buy-back provisions of the, "[Return of Inventory and Sales Aids by Younique Brand Ambassadors Upon Cancellation](#)" section.

## SECTION 11 - INACTIVITY AND CANCELLATION

### 11.1 - Effects of Voluntary or Involuntary Cancellation

As long as you remain active and comply with the terms of the Independent Brand Ambassador Agreement, including these Policies and Procedures, Younique will pay you Bonuses and Commissions in accordance with the Younique Pay 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 Brand Ambassador Agreement due to inactivity or failure to meet minimum sales requirements, or if your Independent Brand Ambassador 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 any involuntary Cancellation). Upon the Cancellation of your Independent Brand Ambassador Agreement, you shall be deemed to have waived all of your right, title, claim, or interest in or to the Downline organization that you operated, and to any leadership Bonuses from the sales generated by that Downline organization. Additionally, you will lose the right to represent Younique, the right to sell Younique products, and the right to receive future Bonuses, Commissions, or other income resulting from Younique activities. If your Independent Brand Ambassador Agreement is voluntarily or involuntarily cancelled, and notwithstanding any other provision within these Policies and Procedures, Younique reserves the right to reject any application for reenrollment at any time and for any reason. If a Younique Brand Ambassador's account is cancelled, suspended, or terminated, all Younique Brand Ambassador Benefits are forfeited, including trips, rewards, and product credit.

### 11.2 - Cancellation Due to Inactivity

In order for your account to remain in active status, you must rank as a Qualified Brand Ambassador or higher at least once over a three (3) month period preceding the current month. If the requirements are not met in the three (3) month period, your account may be converted to a customer account due to inactivity. For example, if you rank as a Qualified Brand Ambassador or higher in the month of February, you will remain active in March, April, and May. If you do not rank as a Qualified Brand Ambassador or higher again in either March, April, or May your account will be converted to a customer account due to inactivity on June 1. Such conversion is automatic, and Younique will not provide written confirmation of the conversion.

If your Brand Ambassador account is converted to a customer account due to inactivity you may reinstate your account by purchasing a new Brand Ambassador Kit under your original Sponsor within three (3) months of the conversion date and you will retain your existing Downline, Recognized Title, Lifetime PRS and Customer Subscriptions. If you fail to reinstate your existing Brand Ambassador account within three (3) months of converting to a customer account due to inactivity, you may renew your Brand Ambassador account by purchasing a new Brand Ambassador Kit; however, you will not retain your existing Downline, Recognized Title, Lifetime PRS or Customer Subscriptions.

### 11.3 - Voluntary Suspension

If you are unable to 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 Brand Ambassador Agreement for up to three (3) calendar months by contacting [Younique Customer Care](#) to begin the suspension. You will lose all Younique Brand Ambassador Benefits and privileges during the suspension, and no further activity can occur (i.e., no orders, Bonuses, Commissions, or trips earned), but your Downline organization and title will stay 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 Customer Care](#). You may use this benefit not more than once every twenty four (24) months.

If you are impacted by foreign military service assignments, please contact [Younique Customer Care](#) and your position with Younique will be held until your military service is complete.

### 11.4 - Involuntary Cancellation

Your violation of any of the terms of the Independent Brand Ambassador Agreement, including any amendments that may be made by Younique in its sole and absolute discretion, may result in any of the sanctions listed in, "Disciplinary Sanctions," including Cancellation of your Independent Brand Ambassador Agreement.

Younique also reserves the right to involuntarily cancel your Independent Brand Ambassador Agreement without cause upon thirty (30) days' written notice.

### 11.5 - Voluntary Cancellation

You have the right to cancel your Independent Brand Ambassador Agreement at any time, regardless of reason. Cancellation must be submitted in writing to [Younique Customer Care](#). Such notice must include your name, address, Younique Brand Ambassador ID Number, Cancellation request, and signature. Where the Younique Brand Ambassador cancels the Independent Brand Ambassador Agreement within thirty (30) days from the time of enrollment, the Younique Brand Ambassador may return the Starter Kit for a full refund.

### 11.6 - Montana Residents

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

### 11.7 - Continuing Obligations Upon Cancellation or Suspension

Upon Cancellation of the Independent Brand Ambassador Agreement for any reason, whether voluntary or involuntary, you are required to comply with the following:

- a) Immediately cease to sell Younique products, including without limitation refraining from participating in any parties, fairs, or shows, including those scheduled prior to Cancellation, for the purpose of promoting Younique products or the Younique business opportunity.
- b) Immediately cease all use of the Younique Marks, Younique Copyrights, and other Younique Intellectual Property by immediately taking all steps necessary to remove them from anything under your control, including but not limited to Internet, print advertising, catalogs, social media platforms, websites, and domain names.
- c) Refrain from using the Younique Marks, Younique Copyrights, and other Younique Intellectual Property in any manner whatsoever that is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, sponsorship, endorsement, or association of Younique or any Younique product with you or the products or any other manufacturer, distributor or seller.
- d) Assign and transfer to Younique all your rights, title, and interest in and to all domain names containing a Younique Mark and the registration thereof.
- e) Immediately cease processing or using Younique Personal Data, destroy or return to Younique (at Younique's option) all copies of Younique Personal Data then in your or your permitted subcontractor's possession, custody, or control, and provide written certification to Younique that you have fully complied with such obligations.

- f) Comply with the continuing obligations set forth in the following sections "[Social Networking Site \(Facebook®/LinkedIn®/Google+/Etc.\)](#)", "[Responsibility for Younique Brand Ambassador Statements](#)", "[Non-Solicitation](#)", "[Confidential Information](#)", "[Negative and Disparaging Remarks](#)", "[Results of Suspension or Termination](#)", and any other provisions set forth in the Independent Brand Ambassador Agreement which by their nature are intended to survive termination.

In the event the Independent Brand Ambassador Agreement is suspended pursuant to "[Dispute Resolution and Disciplinary Proceedings](#)," you must comply with the provisions set forth in this section throughout the period of any such suspension, provided that you shall not be required to assign any domain names or websites, or destroy any Younique Brand Ambassador and Brand Affiliate Data until such time that the Independent Brand Ambassador Agreement is terminated.

## SECTION 12 - DEFINITIONS

**"Affiliates"** means all owners, shareholders, members, managers, directors, officers, parents, subsidiaries, assigns, employees, representatives, or agents of an individual or entity.

**"Back Office"** means an internet portal and mobile application ("Y-App") containing confidential and proprietary information that is provided by the Company to each Younique Brand Ambassador solely and exclusively for use in the development of such Younique Brand Ambassador's business.

**"Black Hat Search Engine Optimization"** means the use of aggressive search engine optimization strategies, techniques, and tactics that focus only on search engines and not on a human audience, and that usually do not obey search engines guidelines.

**"Bonus"** means the compensation paid to a Younique Brand Ambassador for leadership activities and earned incentives, as set forth in the Younique Pay Plan.

**"Brand Ambassadorship"** means the business relationship between a Younique Brand Ambassador and the Company.

**"Business Day"** means Monday through Friday, excluding government holidays.

**"Cancellation"** means the termination of a Younique Brand Ambassador's business. Cancellation may be either voluntary or involuntary, including without limitation as a result of non-renewal, inactivity, policy violations, or fraudulent behavior.

**"Commission"** means the compensation paid to a Younique Brand Ambassador for the sale of commissionable Younique products, represented as a percentage of retail volume, as set forth in the Younique Pay Plan.

**"Company" and "Younique"** mean Younique, LLC, a Utah limited liability company, or any lawful assignee, successor, subsidiary, or affiliate regardless of geographic location.

**"Customer Subscription"** means a recurring and scheduled customer order.

**"Data Protection Laws"** mean any applicable data protection or privacy Laws, including without limitation: (a) federal and state Laws of the United States, including without limitation the Federal Trade Commission Act (15 U.S.C. §§41-58), (b) the Children's Online Privacy Protection Act (15 U.S. Code § 6501), (c) the Telephone Consumer Protection Act (47 U.S.C. § 227), (d) the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 15 USC 7701, (e) the ePrivacy Directive 2002/58/EC as implemented by countries within the European Economic Area (the "[EEA](#)"), (f) the General Data Protection Regulation (Regulation (EU) 2016/679) as implemented by countries within the EEA and implementing regulations or applicable guidance, (g) the United Kingdom General Data Protection Regulation, the Privacy and Electronic Communications Regulations and the UK Data Protection Act 2018, and/or (h) other Laws that are similar, equivalent to, or that are intended to or implement the Laws that are identified in (a), (b), (c), (d), (e), (f), (g), or (h) of this definition or otherwise relate to the collection, processing, maintenance, transfer, protection, or disclosure of personal information.

**"Deliverables"** means items to be provided or actually provided by the Younique Brand Ambassador to the Company under this Agreement.

**"Downline"** means the Younique Brand Ambassadors and Brand Affiliates sponsored under a particular Younique Brand Ambassador and, if applicable, the organizations of such Younique Brand Ambassadors.

**"Downline Report"** means a real-time report generated by Younique and accessed through each Younique Brand Ambassador's Back Office that provides critical data relating to the identities of Younique Brand Ambassadors and Brand Affiliates, sales information, and enrollment activity of each Younique Brand Ambassador's Downline organization. This report contains confidential and trade secret information that is proprietary to Younique.

**"EEA"** means the European Economic Area.

**"Entity Brand Ambassador"** means a Younique Brand Ambassador that is a partnership, limited liability company, corporation, or other entity.

**"Entity Representative"** means an individual designated by an Entity Brand Ambassador who will be the principal contact person with Younique.

**"First Level"** means all Younique Brand Ambassadors and Brand Affiliates in the first level of the immediate Downline organization of any particular Younique Brand Ambassador.

**"Governmental Authority"** means all governmental, legislative, executive, judicial, quasi-judicial, and regulatory bodies, local governments, agencies, departments, or entities, including without limitation data protection and supervisory authorities in the EEA/UK, and any industry self-regulatory bodies.

**"Brand Ambassador", "Qualified Brand Ambassador", "Brand Specialist", "Senior Brand Specialist", "Brand Manager", "Senior Brand Manager", "Brand Director", "Senior Brand Director", "Brand Vice President", "Brand Executive", "Presidential Brand Executive", "Global Brand Executive", and "Chief Brand Executive"** means a Younique Brand Ambassador title level; see the Younique Pay Plan.

**"Household"** means persons residing in the same dwelling, regardless of familial relation.

**"Immediate Household"** means heads of household, their spouses or significant others, and dependent family members residing in the same house.

**"Independent Brand Ambassador Agreement"** means the documents describing the specific relationship between a Younique Brand Ambassador and the Company, comprising the Brand Ambassador Registration Form, the Brand Ambassador Terms and Conditions, the Younique Pay Plan, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the Younique Brand Ambassador and the Company, which documents are incorporated herein by reference.

**"Intellectual Property Rights"** means all copyrights, trademark rights, patent rights, trade secret rights, and other proprietary rights of any kind or nature in any jurisdiction.

**"Laws"** means legislation, laws, rules, regulations, or any subordinate legislation and/or judgments, orders, notices, opinions, guidance, or decisions of any Governmental Authority, in each case as these may be repealed, re-enacted, amended, overruled, or replaced from time to time.

**"Leaderboard"** means a published list of the names and results for top performing Younique Brand Ambassadors.

**"Lifetime PRS"** means the total amount of PRS a Brand Ambassador has earned on a single account.

**"Line of Sponsorship"** means an organizational hierarchy of Younique Brand Ambassadors in which Younique Brand Ambassadors are organized in unique positions within the organization as determined by their Sponsor.

**"Nonpublic Information"** means 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.

**"Personal Website"** means a website provided by Younique to all Younique Brand Ambassadors 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"** means the policies and procedures of the Company contained herein, including attachments

and addenda, which are incorporated herein by reference, as the same may be amended from time to time by the Company.

**"Privacy"**, to contact Younique regarding privacy concerns or issues, email: [privacy@youniqueproducts.com](mailto:privacy@youniqueproducts.com).

**"PRS (Personal Retail Sales)"** means the sum of the points reflecting value for sale of commissionable products sold to Younique Brand Ambassador or his or her customers.

**"Protected Work"** means (a) all Deliverables, (b) all Intellectual Property Rights, in any stage of development, that Younique Brand Ambassador conceives, creates, develops, or reduces to practice in connection with operating a Younique business, and (c) all tangible embodiments (including, but not limited to, models, presentations, prototypes, reports, samples, and summaries) of each item of such Intellectual Property Rights.

**"External Website"** means a website developed and used by a Younique Brand Ambassador to promote Younique products and the Younique business opportunity.

**"Recognized Title"** means a Brand Ambassadors highest title achieved.

**"Resalable"**, products and sales aids shall be deemed resalable if (i) they are unopened and unused, (ii) packaging and labeling have not been altered (including stickers and 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 (1) 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.

**"Security Event"** means any event, circumstance, or occurrence of any actual or suspected theft or unauthorized access or use or disclosure, loss, damage, or destruction of any personal data (including without limitation Younique Personal Data) collected, used, or processed by a Younique Brand Ambassador in connection with the promotion of Younique products pursuant to this Independent Brand Ambassador Agreement or any other improper or unlawful processing of such data.

**"Specified Purpose"** means the purpose for which a data subject has been informed any personal data collected will be used or processed.

**"Sponsor"** means a Younique Brand Ambassador who directly enrolls another Younique Brand Ambassador or Brand Affiliate into the Company into his or her Downline organization and is listed as the Sponsor on the Brand Ambassador and Brand Affiliate Application. The act of enrolling others and training them to become Younique Brand Ambassadors or Brand Affiliates is called sponsoring.

**"Starter Kit"** means a selection of Younique training materials, product samples, and business support literature that each new Younique Brand Ambassador is required to purchase.

**"Submissions"** means creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information that are submitted to Younique by a Younique Brand Ambassador.

**"Suspension"** means the temporary removal of Younique Brand Ambassador privileges (including without limitation the ability to sell and/or recruit). Suspension can be voluntary or involuntary.

**"Termination"** means permanent removal of Younique Brand Ambassador privileges, including without limitation the right to receive Bonuses and Commissions.

**"Trademarks Department"**, Younique's Trademarks Department. To contact, email: [legal@youniqueproducts.com](mailto:legal@youniqueproducts.com).

**"Upline"** means the Younique Brand Ambassador or Younique Brand Ambassadors above a particular Younique Brand Ambassador in a sponsorship line upward all the way to the Company. Conversely stated, it is the line of Sponsors that links any particular Younique Brand Ambassador to the Company.

**"Website"** means the Company's website, located at [www.youniqueproducts.com](http://www.youniqueproducts.com).

**"Product Credit"** means credit that may be issued by the Company and which may be used solely to purchase Younique

products.

**"Younique Compliance"**, Younique's Compliance Department. To contact, email: [compliance@yuniqueproducts.com](mailto:compliance@yuniqueproducts.com).

**"Younique Copyrights"** means any work of authorship owned or used by Younique in its business, including without limitation writings, designs, data, databases, website content, the look and feel of web pages, marketing materials, and other materials, in each case subject to protection under copyright Law, and all copyrights or copyright registrations in any of the foregoing.

**"Younique Intellectual Property"** means the Younique Marks, Younique Copyrights, Younique Patents, and Younique Trade Secrets, and any tangible or other physical embodiments of any of the foregoing.

**"Younique Marks"** means the trademarks, service marks, trade names, service names, certification marks, logos, trade dress, Internet domain names, designs, images, symbols, or other identifiers of origin and all associated goodwill owned or used by Younique in its business.

**"Younique Patents"** means the patents, patent applications, inventions, invention disclosures, discoveries, improvements and like rights, in each case owned by Younique.

**"Younique Personal Data"** means any personal data (including any sensitive personal data) that Younique discloses, provides, or is otherwise collected or made available to a Younique Brand Ambassador under or in connection with the Independent Brand Ambassador Agreement, including without limitation names, addresses, telephone numbers, birth dates, email addresses, social media account information (including but not limited to Facebook®, Google+, and Instagram®), billing addresses, purchase history, images, and shipping information.

**"Younique Brand Ambassador Benefits"** means Product Credit.

**"Younique Brand Ambassador ID Number"** means the Younique identification number each Younique Brand Ambassador receives upon registering with the Company.

**"Younique Brand Ambassador Map"** means an online geographic map referencing the geographic location of the Younique Brand Ambassadors.

**"Younique Brand Ambassador" or "Younique Independent Brand Ambassador"** means a person currently authorized by the Company to operate a Brand Ambassadorship and Sponsor other Brand Ambassadors or Brand Affiliates. If more than one person is named on the Independent Brand Ambassador Agreement, then "Younique Brand Ambassador" or "Younique Independent Brand Ambassador" may refer to all persons collectively.

**"Younique Brand Affiliate" or "Brand Affiliate"** means a person currently authorized by the Company to operate a Brand Affiliate account. If more than one person is named on the Brand Affiliate Agreement, then "Younique Brand Affiliate" or "Brand Affiliate" may refer to all persons collectively.

**"Younique Brand Ambassador Registration Form" and "Brand Affiliate Registration Form"** means the account application registration form to be completed and submitted on the Website in order to become a Younique Brand Ambassador or Brand Affiliate, which when duly signed and taken together with the Brand Ambassador or Brand Affiliate Terms and Conditions, Younique Pay Plan, and Policies and Procedures, constitutes the entire agreement between the parties.

**"Younique Brand Ambassador Terms and Conditions" and "Younique Brand Affiliate Terms and Conditions"** means a concise summary of the legal terms and conditions all Younique Brand Ambassadors and Brand Affiliates must agree to in order to remain in good standing and conduct their Younique business.

**"Younique Pay Plan"** means the specific plan used by the Company that details the requirements and benefits of the compensation structure for Younique Brand Ambassadors. For more information, please visit: <https://www.yuniqueproducts.com/join>.

**"Younique Customer Care"**, Younique's customer support team. To contact, go to: [www.yuniqueproducts.com/business/support](https://www.yuniqueproducts.com/business/support)