



Independent Presenter Agreement

Effective this 1st day of June, 2022

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

Becoming a Younique Presenter 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 Presenter (collectively the “Parties”):

Younique Presenter Registration Form:

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

Younique Presenter Terms and Conditions:

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

Younique Royalties Program:

The Younique Royalties Program compensation plan details the requirements and benefits of the compensation structure for Younique Presenters, including how Commissions and Bonuses are calculated. Understanding the compensation plan is crucial to your success as a Younique Presenter 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 Presenter conducts business with the Company, other Younique Presenters, and Customers.

Questions and Support:

Please contact [Younique Support](#) for any questions about the Younique Presenter Registration Form, the Younique Presenter Terms and Conditions, the Younique Royalties Program™, or the Policies and Procedures.

Welcome to Younique!



Younique Presenter Terms and Conditions

1. I understand that as a Younique Presenter:
 - a. I have the right to offer for sale Younique products and services in accordance with the Independent Presenter Agreement.
 - b. I have the right to enroll other persons to become Younique Presenters.
 - c. If qualified, I have the right to earn Commissions and Bonuses pursuant to the Younique Royalties Program.
 - d. I have the responsibility to train and motivate the Younique Presenters 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 Presenter with honesty and integrity.
 - g. I will not disparage Younique, other Younique Presenters, the Younique Royalties Program, 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 Sections 10.6.3 and 10.9.
2. I agree to present the Younique Royalties Program and the Younique products and services only as set forth in official Younique literature.
3. I agree that, as a Younique Presenter, I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Younique. I am not authorized to and will not incur any debt, expense, 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®, videosharing 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 trademarks@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 Presenter Agreement.

6. I understand that any personal data I provide to Younique in connection with my enrollment as a Younique Presenter or with the operation of my Presentership, as well as any personal data of third parties collected or transferred as a result of my activity as a Younique Presenter, 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 Presenter 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 Presenter. Additionally, Younique may share my personal data with those Younique Presenters 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 Presenter, I may have access to, collect, and use the personal data of Customers, Hosts, and other Younique Presenters, 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 Presenter, 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, Hosts, or other Younique Presenters, 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 Presenter Agreement, including without limitation those provisions regarding protection of personal data set forth in Section 5.8, "Data Privacy Protection," 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 Presenter 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. 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.

8. I authorize Younique to publish my performance on leaderboards that publish the names and results for top performing Younique Presenters. Such authorization includes publication of my personal retail sales, recruiting results, and various reflections of team (or circle) sales. I also authorize Younique to reference me and my approximate geographic location on the online Younique Presenter Map. I understand that I may opt out of the Leaderboard and/or Younique Presenter Map authorization by submitting written notice to [Younique Support](#).
9. I have carefully read and agree to comply with the Younique Royalties Program and the Policies and Procedures, both of which are incorporated into these Younique Presenter Terms and Conditions, and, together, all of these documents, including the Younique Presenter Registration Form, make up the Independent Presenter Agreement. All applicable definitions are outlined in Section 13, "Definitions," of the Policies and Procedures. I understand that I must be in good standing and not in violation of the Independent Presenter Agreement to be eligible for Bonuses or Commissions from Younique. I understand that the Independent Presenter Agreement may be amended 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 Presenter 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 Presenter Agreement, or if the Independent Presenter Agreement is canceled or terminated for any reason, I understand that I will: (a) permanently lose all rights as a Younique Presenter, (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 Presenter 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 Presenter Agreements for any reason, with or without cause, upon thirty (30) days' prior notice. I may cancel the Independent Presenter Agreement at any time, for any reason, upon written notice to [Younique Support](#).**

Upon termination of the Independent Presenter Agreement for any reason, I understand that I must comply with the requirements set forth in Section 12.7, "Continuing Obligations Upon Cancellation or Suspension."

11. I may not assign any rights or delegate my duties under the Independent Presenter Agreement without the prior written consent of Younique. Any attempt to transfer or assign the Independent Presenter Agreement without the express written consent of Younique renders the Independent Presenter Agreement voidable at the option of Younique and may result in termination of my business.
12. I understand that, if I fail to comply with the terms of the Independent Presenter 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 Presenter 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 Presenter 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 Presenter 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 Presenter Agreement are of no force or effect.
15. Any waiver by Younique of any breach of the Independent Presenter Agreement must be in writing and signed by an authorized representative of Younique. Waiver by Younique of any breach of the Independent Presenter Agreement shall not operate or be construed as a waiver of any subsequent breach.
16. If any provision of the Independent Presenter Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Independent Presenter Agreement will remain in full force and effect.
17. The Independent Presenter 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 Presenter 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 Presenter.

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."

Arbitration is a method of resolving claims, disputes, and other controversies without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived, and instead disputes are referred to an arbitrator for final and binding resolution. Younique and I agree that this Independent Presenter Agreement affects interstate commerce and that the Federal Arbitration Act ("FAA") applies.

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 Presenter 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 Presenter Agreement, and relationships with other Younique Presenters. 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 nondisparagement 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 the American Arbitration Association ("AAA"), and the arbitration shall be commenced and proceed pursuant to its AAA Commercial Arbitration Rules, except as modified herein. More information concerning AAA can be found on its website (<https://www.adr.org/>), including the AAA Commercial Arbitration Rules (<https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>).

Arbitrator Award: The arbitrator shall issue a written award in accordance with the AAA Commercial Arbitration Rules. 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.

18. **Governing Law, Jurisdiction, and Venue:** The Laws of the State of Utah shall govern all other matters relating to or arising from the Independent Presenter 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.
19. *Louisiana Residents Only:* Notwithstanding anything to the contrary in the Independent Presenter 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 Presenter Agreement. Any arbitration may be filed in or removed to Louisiana without objection or opposition by Younique.
20. *Montana Residents Only:* Notwithstanding anything to the contrary in the Independent Presenter Agreement, should a Montana resident cancel the Independent Presenter 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.
21. I understand that if I wish to bring an action against Younique for any act or omission relating to or arising from the Independent Presenter Agreement, such action must be brought within the later of: (a) one (1) year from the date of the alleged conduct giving rise to the cause of action, or (b) the shortest time permissible under state Law for U.S. Younique Presenters or under applicable non-U.S. Law for non-U.S. Younique Presenters. 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.**
22. I understand that for Younique Presenters domiciled in an international market that is currently served on a “not for resale” basis, the Independent Presenter Agreement may be materially changed or replaced if and when such market is opened for resale or if and when Younique’s status is legally changed in relation to such market.



Younique Royalties Program

Younique’s compensation plan is designed to be easy to understand and to explain to each Younique Presenter’s prospective team members. Younique’s greatest desire is that Younique Presenters become successful in their Younique business ventures.

INSTANT RETAIL ROYALTIES Paid in 3 hours into your own PayQuicker Bank Account	20%
--	-----

MONTHLY TIERED RETAIL ROYALTIES The more you sell in a month, the more you earn with tiered Retail Royalties.	SELL Total Monthly Personal Retail Sales	ROYALTIES In addition to 20% Instant Retail Royalties	TOTAL Retail Royalties Earned	FAST START FIRST LEVEL ROYALTIES Help new Presenters join and earn additional sales royalties for every sale they make in their first 90 days. The higher the total combined wholesale sales of everyone in their Fast Start, the higher % royalties you qualify to earn. Must be Paid-as Yellow Status or above to be eligible. Wholesale Sales is 75% of Personal Retail Sales.	COMBINED FAST START FIRST LEVEL WHOLESALE SALES	FAST START FIRST LEVEL ROYALTIES
	500–999	5%	25%		1–499	5%
	1,000–2,499	10%	30%		500–999	10%
	2,500–4,999	15%	35%		1,000–2,999	15%
	5,000+	20%	40%		3,000+	20%

REQUIREMENTS	ENTRY PRESENTER		EXCEPTIONAL PRESENTER		EXEMPLARY PRESENTER		ELITE PRESENTER		EXCLUSIVE PRESENTER		EXECUTIVE PRESENTER		
	WHITE	YELLOW	CORAL	PINK	BLUE	TEAL	GREEN	ORANGE	PURPLE	BLACK	BLACK I	BLACK II	BLACK III
Personal Retail Sales (PRS)	125*	125	250	250	250	500	500	500	500	500	500	500	500
Company Wholesale 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 Presenters			1	1	2	3	3	3	4	4	4	4	4
Circle Wholesale Sales							2,000	4,000	6,000	10,000	10,000	10,000	10,000
First Generation Elites+								1	2	4	6	8	10
Gen 1–3 Wholesale Sales											400,000	700,000	1,000,000
ROYALTIES & BONUSES													
Retail Royalties	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 Royalties		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 Royalties			3%	4%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Advancement 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
1 st Generation Royalties							5%	5%	5%	5%	6%	7%	8%
2 nd Generation Royalties								4%	4%	4%	4%	4%	4%
3 rd Generation Royalties									3%	3%	3%	3%	3%
4 th Generation Royalties										2%	2%	2%	2%
5 th Generation Royalties											1%	1%	1%

Copyright © 2022 Younique, LLC



Policies and Procedures Table of Contents

INDEPENDENT PRESENTER AGREEMENT	I
YOUNIQUE PRESENTER TERMS AND CONDITIONS.....	II
YOUNIQUE ROYALTIES PROGRAM™	VIII
SECTION 1 - CORPORATE MISSION STATEMENT.....	1
SECTION 2 - INTRODUCTION.....	1
2.1 - What's in the Independent Presenter Agreement?	1
2.2 - Why Do We Need These Policies?.....	1
2.3 - How Are Policy Changes Handled?	1
2.4 - Business Delays Beyond Younique’s Control	1
2.5 - Handling Invalid or Unenforceable Policies.....	2
2.6 - Younique’s Right to Enforce Compliance.....	2
SECTION 3 - BECOMING A YOUNIQUE PRESENTER	2
3.1 - Requirements to Become a Younique Presenter.....	2
3.1.1 - Country of Residence	2
3.1.2 - Starter Kits and Product Purchases.....	3
3.2 - Can a Business Enroll as a Younique Presenter?	3
3.3 - Identification.....	4
3.4 - Younique Presenter Benefits.....	4
SECTION 4 - YOUNIQUE PRESENTER RELATIONSHIP WITH YOUNIQUE.....	4
4.1 - Independent Contractor Status.....	4
4.2 - Non-Solicitation of Younique Employees.....	5
4.3 - No Territory Restrictions.....	5
4.4 - Income Taxes	5
4.5 - Timely Reporting of Errors.....	5
4.6 - Limitation of Liability.....	5
4.7 - Roll-Up of Downline Organization.....	6
4.8 - Sale, Transfer, or Assignment of a Younique Business	6
4.9 - Separation of a Younique Business upon Divorce or Dissolution.....	7

4.10 - Succession Due to Death or Incapacitation 8

 4.10.1 - Transfer Upon Death of a Younique Presenter 9

 4.10.2 - Transfer Upon Incapacity of a Younique Presenter 9

4.11 – Adjustments to Bonus and Commission Payments 9

 4.11.1 – Adjustments for Returned Products 9

 4.11.2 – Tax Withholdings 9

 4.11.3 – Withholding Commissions 9

4.12 - Permission to Publish Certain Information 10

SECTION 5 - RESPONSIBILITIES OF YOUNIQUE PRESENTERS 10

5.1 - Change of Address or Telephone Number 10

5.2 - Changing Your Residency to Another Country 10

5.3 - Changing from an Individual to a Business Entity 10

5.4 - Leadership and Continuing Development Obligations 10

5.5 - Document Your First Level Training 11

5.6 - Providing Documentation to Applicants 11

5.7 - Reporting Policy Violations 11

5.8 - Data Privacy Protection 12

 5.8.1 – Younique Presenter Data Protection Responsibilities 12

 5.8.2 – Required Notifications 13

5.9 - Adherence to Laws and Ordinances 14

 5.9.1 - Local Ordinances 14

 5.9.2 - Compliance with All Applicable Laws 14

 5.9.3 – Receipts and Right to Cancel Transactions 14

SECTION 6 - MARKETING YOUR YOUNIQUE BUSINESS 14

6.1 - Adherence to the Younique Marketing Plan 14

6.2 - Online and Offline Marketing and Promotion 15

 6.2.1 - Trademarks and Copyrights 15

 6.2.1.1 - Social Networking Platforms 16

 6.2.1.2 - Domain Names 16

 6.2.1.3 - Voicemail Greetings 16

 6.2.1.4 - The Younique Presenter Community 16

 6.2.2 - Submission of Business or Other Ideas to Younique 17

 6.2.3 - Advertising Templates and Approval 17

 6.2.4 – Samples; Altering Packaging, Labels, and Products Prohibited; Adding Personalized Stickers 17

 6.2.5 - False or Exaggerated Product Claims 17

 6.2.6 - International Enrollment and Sales 18

 6.2.7 - Media and Media Inquiries 18

6.3 - Non-Internet Advertising, Marketing, and Promotion.....18

- 6.3.1 - Signage 18
- 6.3.2 - Telemarketing 18

6.4 - Online Advertising, Marketing, and Promotion.....19

- 6.4.1 - Younique Hotlinks..... 19
- 6.4.2 - Spam Linking..... 19
- 6.4.3 - Internet Advertising / Awareness Generation 19
 - 6.4.3.1- Online Classifieds..... 19
 - 6.4.3.2 - Online Auctions and Retailing 20
 - 6.4.3.3 - Banner Advertising..... 20
 - 6.4.3.4 - Unsolicited Email and Faxes / Mass Emailing 20
 - 6.4.3.5 - Social Networking Sites (Facebook®/LinkedIn®/Google+™/Etc.) 21
 - 6.4.3.6 - Digital Media Submission (YouTube™, iTunes®, PhotoBucket®, Instagram®, Periscope®, Etc.)..... 22
 - 6.4.3.7 – Search Engine Marketing/Display Advertisements 22
- 6.4.4 - Younique Presenter Personal Websites 22
 - 6.4.4.1 - Personal Website and Registered External Website Domain Names..... 23
 - 6.4.4.2 - Younique Presenter Personal Websites 23
 - 6.4.4.3 - Registered External Websites (Non-Personal Websites) 23
 - 6.4.4.3.1 – Registered External Website Content.....25
 - 6.4.4.3.2 – Mobile Applications – Apps.....25
 - 6.4.4.3.3- Younique Presenter Image Mandate25
 - 6.4.4.3.4 - Registered External Websites Must Exclusively Promote Younique.....25
 - 6.4.4.3.5 - No e-Commerce or Stock-and-Sell Retailing.....25
 - 6.4.4.3.6 - Registered External Website Termination.....26
 - 6.4.4.3.7 - Registered External Website Links.....26
 - 6.4.4.3.8 - External Team Websites.....26

6.5 - Commercial Outlets / Retail Stores / Reselling / Trade Shows.....26

- 6.5.1 - Commercial Outlets / Retail Stores 26
- 6.5.2 - Reselling 26
- 6.5.3 - Cooperative Advertising and Promotion with Retail Entities 27
- 6.5.4 - Trade Shows 27

SECTION 7 - OPERATING YOUR YOUNIQUE BUSINESS..... 27

7.1 - Product Sales.....27

- 7.1.1 – Pricing and Selling Products 27
- 7.1.2 - Sales Receipts..... 27
- 7.1.3 – Safeguarding Customer Information 27

7.2 - Ordering and Shipping.....28

7.3 - Sponsoring28

- 7.3.1 - Marketing the Business Opportunity: Limitation on Recruiting Efforts..... 28

7.4 - One Younique Business Per Younique Presenter and Immediate Household.....28

 7.4.1 - Actions of Household Members or Affiliated Individuals..... 28

7.5 - Business and Property Insurance29

7.6 – Demonstration of Younique Products.....29

SECTION 8 - PAYMENT..... 29

8.1 - Restrictions on Third Party Use of Credit Cards and Checking Account Access.....29

8.2 - Sales Taxes29

SECTION 9 - WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES..... 29

9.1 – The Younique Love It Guarantee™29

9.2 – In-Home Purchase Cancellation Policy29

9.3 – Return of Commissions Received for Returned Purchases.....30

9.4 – Restrictions on Return of Bulk Order Purchases.....30

9.5 - Return of Inventory and Sales Aids by Younique Presenters Upon Cancellation.....30

9.6 – Other Rules.....30

SECTION 10 - RESTRICTIONS ON YOUNIQUE PRESENTER ACTIVITIES..... 30

10.1 - Improper Recruiting30

10.2 - Bonus Buying Prohibited30

10.3 - Fraudulent Activities Prohibited31

10.4 - Inventory Purchases31

10.5 - Using Income Claims in Recruiting Efforts.....31

 10.5.1 – Lifestyle Claims 32

 10.5.2 – Younique Royalties Program™ Claims..... 32

 10.5.3 – Responsibility for Younique Presenter Statements 32

10.6 - Conflicts of Interest.....33

 10.6.1 - Participation in Other Direct Selling or Competing Ventures; Copycat or Counterfeit Products 33

 10.6.2 – Non-Solicitation..... 33

 10.6.3 - Confidential Information 34

 10.6.4 – Younique Presenters Selling to Other Younique Presenters 34

10.7 - Targeting Other Direct Sellers35

10.8 - Cross Sponsoring.....35

10.9 - Negative and Disparaging Remarks35

10.11 - Making Claims Regarding Government Approval or Endorsement.....35

10.12 - Use of Nonpublic Information.....35

SECTION 11 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS 36

11.1 - Disciplinary Sanctions36

11.2 - Results of Suspension or Termination36

11.3 - Grievances and Complaints.....37

SECTION 12 - INACTIVITY AND CANCELLATION 37

12.1 - Effects of Voluntary or Involuntary Cancellation.....37

12.2 - Cancellation Due to Inactivity.....37

12.3 - Voluntary Suspension.....38

12.4 - Involuntary Cancellation.....38

12.5 - Voluntary Cancellation.....38

12.6 - Montana Residents.38

12.7 – Continuing Obligations Upon Cancellation or Suspension38

SECTION 13 – DEFINITIONS..... 39

SECTION 1 - CORPORATE MISSION STATEMENT

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

SECTION 2 - INTRODUCTION

2.1 - What's in the Independent Presenter Agreement?

The Independent Presenter Agreement includes the following:

- a) Younique Presenter Registration Form;
- b) Younique Presenter Terms and Conditions;
- c) Younique Royalties Program; and
- d) the Policies and Procedures.

When Younique refers to the Independent Presenter Agreement, it refers to all components as described above. It is your responsibility to read, understand, and adhere to the most current Independent Presenter Agreement. Likewise, when you sponsor new Younique Presenters, it is your responsibility to ensure each new Younique Presenter has read and understands the Independent Presenter Agreement before he or she signs, particularly the Younique Royalties Program and these Policies and Procedures.

2.2 - Why Do We Need These Policies?

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

By completing and submitting the Presenter Registration Form, you are required to comply with all of its terms and conditions, the Presenter Terms and Conditions, the Younique Royalties Program, and the Policies and Procedures, as well as with all federal, state, and local Laws governing your Younique business and conduct. If you have any questions regarding any policy or rule, do not hesitate to ask your Sponsor or to contact [Younique Support](#).

2.3 - How Are Policy Changes Handled?

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

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

2.4 - 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.

2.5 - Handling Invalid or Unenforceable Policies

If any part of the Independent Presenter 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 Presenter Agreement shall remain intact and in full force and effect.

2.6 - Younique's Right to Enforce Compliance

Younique reserves its right to insist on compliance with the Independent Presenter Agreement, including these Policies and Procedures. Even if Younique chooses, for whatever reason, not to enforce compliance, this does not make any portion of the Independent Presenter Agreement, including these Policies and Procedures, invalid, and does not constitute a waiver of Younique's right to enforce compliance with any term of the Independent Presenter Agreement. A waiver by Younique is only valid if delivered in writing by an authorized representative of Younique and applies only to the specific instance or occurrence referenced. This written waiver does not limit or impair Younique's right to insist on future compliance from the Younique Presenter requesting the waiver, nor does it affect or impact in any way the compliance required of other Younique Presenters, even in similar cases.

SECTION 3 - BECOMING A YOUNIQUE PRESENTER

3.1 - Requirements to Become a Younique Presenter

To become a Younique Presenter, 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 Presenter enrollment per [Section 6.2.6](#) below, "International Enrollment and Sales";
- 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 Presenter Agreement;
- f) Submit a properly completed Presenter Registration Form online; and
- g) Register for a PayQuicker® account to qualify for Commissions.

New Younique Presenters must enroll online at the Personal Website of a Sponsor. If you do not know a Younique Presenter who you wish to have sponsor you, you may visit the Website to find a Younique Presenter near you. The applicant must complete the Presenter Registration Form and personally agree to all of the terms of the Independent Presenter Agreement and any related documents. When you sponsor a new Younique Presenter, you must not fill out, sign, or accept the Presenter Registration Form on behalf of the applicant. See [Section 7.3](#), "Sponsoring," for more information. Younique reserves the right to reject any new Presenter Registration Forms in its sole and absolute discretion.

3.1.1 - Country of Residence

You must be a legal resident of a country in which Younique is formally permitting Younique Presenter enrollment, as further described in [Section 6.2.6](#) below, "International Enrollment and Sales," or, if you are not a legal resident, you must be legally authorized to work in your country of residence in order to enroll as a Younique Presenter. 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 Presenter 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 Presenter should encourage individuals who are not legally authorized to work in their respective countries to complete the enrollment process.

3.1.2 – Starter Kits and Product Purchases

Except for the purchase of a Starter Kit, no person is required to purchase Younique products, services, or sales aids or pay any charge or fee to become a Younique Presenter. In order to familiarize new Younique Presenters with Younique products, services, sales techniques, sales aids, and other matters, the Company requires that each new Younique Presenter purchase a Starter Kit. Younique will repurchase Resalable Starter Kits from any Younique Presenter who terminates his or her Independent Presenter Agreement pursuant to the terms of [Section 9.5](#), “Return of Inventory and Sales Aids by Younique Presenters Upon Cancellation.”

3.2 - Can a Business Enroll as a Younique Presenter?

Certain types of corporations or businesses can apply to be a Younique Presenter (each, an “Entity Presenter”).

If one or more individuals or entities wish to enroll as a Younique Presenter 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 Presenter 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 as an Entity Presenter 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 Presenter.

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

Each Entity Presenter 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 Presenter and must sign the Independent Presenter Agreement on behalf of the Entity Presenter. By signing the Independent Presenter Agreement, the Entity Representative is guaranteeing all financial obligations of the Entity Presenter to Younique, certifying that the Entity Representative has the power and authority to act on behalf of the Entity Presenter, and certifying that the Entity Presenter is in good standing and duly authorized to transact business in all jurisdictions where such Entity Presenter conducts business. Only the Entity Representative is authorized to represent the Entity Presenter in all matters and situations, including without limitation engaging in any interactions with customers, potential customers, or Younique, representing the Entity Presenter at any Younique-related functions, holding him- or herself out as a Younique Presenter, and claiming the Entity Presenter’s status level. In the event the Entity Representative is unable to attend a Younique or Younique-related event, another owner of the Entity Presenter 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:

- h) the length of time the proposed Entity Representative has been an owner of the Entity Presenter and the level of involvement of such proposed Entity Representative in the management of the Entity Presenter’s operations and business affairs;
- i) the relevant business experience of the proposed Entity Representative;
- j) the effect on the Upline and Downline organizations of the Entity Presenter, which may be further ascertained, at Younique’s option, by surveying other Younique Presenters in the Entity Presenter’s Line of Sponsorship;
- k) the rank of the Entity Presenter, with additional scrutiny applied to changes in the Entity Representative of an Entity Presenter with a status of Green Elite or higher; and

- l) 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 Presenter Agreement on behalf of the Entity Presenter and, in doing so, guarantee all of such Entity Presenter's financial obligations to Younique, certify that such new Entity Representative has the power and authority to act on behalf of the Entity Presenter, and certify that the Entity Presenter is in good standing and duly authorized to transact business in all jurisdictions where the Entity Presenter 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 [Section 5.3](#), "Changing from an Individual to a Business Entity."

3.3 – 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 Presenters, your legal name and social security number must be entered exactly as they appear on your social security card. Younique is required by law to provide this information to the U.S. Internal Revenue Service for 1099 reporting purposes. Failure to comply may result in suspension or cancellation of your Independent Presenter Agreement.

Once your Presenter Registration Form is submitted and accepted, Younique will assign you a unique identification number, known as a Younique Presenter ID Number. The Younique Presenter 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 Presenters.

3.4 - Younique Presenter Benefits

Once your Presenter Registration Form is accepted by Younique, you, as a Younique Presenter, will have the right to:

- a) Sell Younique products;
- b) Participate in the Younique Royalties Program, including receiving applicable Bonuses and Commissions if you have registered for a PayQuicker® account;
- c) Recruit and sponsor other Younique Presenters (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, which facilitates and records your business interactions with Younique.

SECTION 4 - YOUNIQUE PRESENTER RELATIONSHIP WITH YOUNIQUE

4.1 - Independent Contractor Status

As a Younique Presenter, you are an independent contractor. You are not purchasing a franchise or a business opportunity. The Independent Presenter Agreement between you and Younique does not create an employer/employee relationship, partnership, or joint venture. As a result, you are solely responsible for paying all applicable income taxes owed from any compensation earned. Younique will not treat you as an employee for any tax purposes. This means that Younique 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 Younique 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 Presenter 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 Younique Presenter 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 Younique's product offerings, and experience with cosmetics, skin care, and personal care products will be important assets in operating your Younique 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 Younique business. You are not authorized to incur any debt or obligation on behalf of or in the name of Younique or to open any bank account on behalf of, for, or in the name of Younique.

As a Younique Presenter, you may not rely on Younique, or any of its divisions, to provide legal, tax, financial, or other professional advice. Any information provided by Younique, 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.

4.2 - Non-Solicitation of Younique Employees

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

4.3 - No Territory Restrictions

There are no exclusive territories granted to anyone for selling or marketing Younique products or recruiting new Younique Presenters.

4.4 - Income Taxes

Younique Presenters are solely responsible for paying all applicable taxes on any income generated as a Younique Presenter.

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

4.5 - 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 Presenters in your Downline organization, you must notify Younique in writing within sixty (60) days of when the purported error or incident occurred. Failure to provide notice within such sixty (60) day period shall constitute a waiver of all claims.

4.6 - Limitation of Liability

By signing the Independent Presenter Agreement, you agree to release, discharge, and hold harmless Younique and anyone directly affiliated with Younique, 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 Presenter 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 Royalties Program, the operation of a motor vehicle, and the lease of meeting or training facilities;
- c) Any incorrect data or information provided by a Younique Presenter 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.

4.7 - Roll-Up of Downline Organization

When a vacancy occurs in a Downline organization due to the termination of a Younique Presenter, all Younique Presenters in the organization below the terminated Younique Presenter will shift up one level. More particularly, the First Level of the terminated Younique Presenter would become the First Level of the terminated Younique Presenter'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.

4.8 - 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 Presenter 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:

- e) 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;
- f) The buyer or transferee must be (or must become) a Younique Presenter. If the buyer or transferee is a current Younique Presenter, he or she must terminate his or her Younique business simultaneously with the purchase, transfer, assignment, or acquisition of any interest in the new Younique business;
- g) Any debt obligations the selling or transferring Younique Presenter has with Younique must be satisfied;
- h) The selling or transferring Younique Presenter must be in good standing and not in violation of any of the terms of the Independent Presenter Agreement; and
- i) Both the selling or transferring Younique Presenter and the purchasing or transferee Younique Presenter must contact [Younique Support](#) and execute all forms required by Younique. Account transfers are processed once each month, and all materials must be received by the fifth (5th) of the month in order to transfer the account that month. Materials received after the fifth (5th) will be processed the following month. Payments will remain in the name of the selling or transferring Younique Presenter 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 Presenter:

- a) the relevant business experience of the proposed purchasing or transferee Younique Presenter;
- b) the effect on the Upline and Downline organizations of the selling or transferring Younique Presenter, which may be further ascertained, at Younique's option, by surveying other Younique Presenters in the selling or transferring Younique Presenter's Line of Sponsorship;

- c) the rank of the selling or transferring Younique Presenter, with additional scrutiny applied to changes in ownership of a Younique Presenter with a status of Green Elite or higher; and
- d) such other factors and criteria as Younique may deem relevant, in its sole discretion.

In connection with Younique'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 Younique for review. Younique reserves the right to request additional documentation that may be necessary to analyze the transaction between the parties. Younique 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 Younique's approval for the transaction, the transfer shall be voidable at Younique's option. Any purchase and sale agreement or any transfer or assignment agreement must provide for this exercise of Younique's discretion.

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

If you sell, transfer, or assign your Younique business, you agree to cease immediately all use of the Younique Intellectual Property, including without limitation the Younique Marks and Younique 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 Younique all your rights, title, and interest in and to all domain names containing the Younique Marks and the registration thereof. Upon the sale, transfer, or assignment of your Younique business, you agree to never use the Younique Intellectual Property, including the Younique Marks and Younique 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 Younique or any Younique product with you or the products of any other manufacturer, distributor, or seller.

4.9 - Separation of a Younique Business upon Divorce or Dissolution

When a Younique business is jointly owned and operated by a husband-wife partnership or by two (2) or more parties through an Entity Presenter, there must be a way to equitably separate such Younique business in the event of a divorce or the dissolution of the Entity Presenter. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the Line of Sponsorship. If Younique determines, in its sole and absolute discretion, that the separating parties fail to provide for the best interests of other Younique Presenters and the Company, Younique will terminate the Independent Presenter Agreement of such husband-wife partnership or Entity Presenter on an involuntary basis.

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

- j) One or more of the parties, as applicable, may, with the consent of the other(s), operate the Younique business pursuant to an assignment in writing whereby the relinquishing spouse, shareholder(s), partner(s), member(s), or trustee(s) authorize Younique 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 Presenter, such parties must continue to operate the Younique business through a business entity and must appoint an Entity Representative.
- k) The parties may continue to operate the Younique business jointly on a business-as-usual basis, whereupon all compensation paid by Younique will be paid in the joint names of the Younique Presenters

or in the name of the Entity Presenter, 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 Younique business to a nonrelinquishing spouse, shareholder, partner, member, or trustee, as applicable, remain subject to Younique's approval, which may be granted or withheld in Younique's sole and absolute discretion. For a description of the processes and criteria applicable to Younique's evaluation and approval of any change of Entity Representative or assignment of a Younique business, please refer to [Section 3.2](#), "Can a Business Enroll as a Younique Presenter?", and [Section 4.8](#), "Sale, Transfer, or Assignment of a Younique Business," respectively.

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

Once a spouse or former business affiliate has completely given up his, her, or its rights in their original Younique business, they are free to enroll under any Sponsor of their choosing and develop a new business the same as any other new Younique Presenter, 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 Younique business was Green Elite or higher as defined in the Younique Royalties Program. In all such cases, the former spouse or business affiliate shall have no rights to any Younique Presenters in their former Downline organization.

4.10 - Succession Due to Death or Incapacitation

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

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

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

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

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

4.10.1 - Transfer Upon Death of a Younique Presenter

In addition to the requirements in Section 4.10, "Succession Due to Death or Incapacitation," to effect a testamentary transfer of a Younique business, the successor must provide the following to Younique:

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

4.10.2 - Transfer Upon Incapacity of a Younique Presenter

In addition to the requirements in Section 4.10, "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:

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

4.11 – Adjustments to Bonus and Commission Payments

4.11.1 – Adjustments for Returned Products

Younique Presenters receive Bonuses and Commissions based on the actual sales of products to end consumers. When a product is returned to Younique for a refund, the Bonuses and Commissions attributable to the returned product will be deducted from both payments to the Younique Presenter and to members of the Younique Presenter'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 Presenter who received the Bonuses and Commissions on the sales of the refunded product.

4.11.2 – Tax Withholdings

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

4.11.3 – 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 Presenter, (b) investigation of Bonus Buying (as further described below in [Section 10.2](#), "Bonus Buying Prohibited"), (c) investigation of non-compliance with the Independent Presenter Agreement, and (d) compliance with court-ordered judgments (including garnishment and spousal and child support orders) and tax levies.

Younique reserves the right to move completed orders from one Younique Presenter to another in its sole and absolute discretion. Orders placed by a Customer under the wrong Younique Presenter will not be approved for movement to another Younique Presenter.

4.12 - Permission to Publish Certain Information

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

Each Younique Presenter also authorizes Younique to reference such Younique Presenter by name, photograph, and other information, including approximate geographic location, in any medium or form on the Younique Presenter Map.

Note: You may opt out of this Leaderboard authorization and/or Younique Presenter Map authorization by submitting written notice to [Younique Support](#).

SECTION 5 - RESPONSIBILITIES OF YOUNIQUE PRESENTERS

5.1 - Change of Address or Telephone Number

To avoid any disruption in your business, please provide Younique 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 [Younique Support](#). A change of address form or similar notification to the applicable postal service is also required.

5.2 - Changing Your Residency to Another Country

If you move from your initial enrollment country to another country in which Younique 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 Younique does not operate, your Independent Presenter Agreement will be terminated.

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

5.3 - Changing from an Individual to a Business Entity

Subject to Younique's approval, which may be granted or withheld in its sole and absolute discretion, you may modify your existing Independent Presenter 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 [Younique Compliance](#) and by completing all business entity registration forms and other related documentation (including a new Independent Presenter Agreement in the name of the business entity) as may be requested by Younique.

5.4 - Leadership and Continuing Development Obligations

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

Further, if you become aware, either through interactions with your sponsored Younique Presenters, through communications from a third party, or through communications from Younique, that a Younique Presenter 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 Younique, you may be called upon to share this knowledge with newer Younique Presenters. Throughout the term of the Independent Presenter Agreement, Younique Presenters 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 Younique Presenters, 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 Younique, its business opportunity, products, marketing materials, services, or training.

Younique Presenters are also required to educate party Hosts on where and how they can market their parties. Hosts should only market and interact on social media in the same manner that is permitted by Younique Presenters, as outlined in these Policies and Procedures. Please see [Section 6.4.3.5](#), "Social Networking Sites (Facebook/LinkedIn/Google+, Etc.)," for additional information. Hosts should not post party links on buy/sell/trade sites on Facebook or other similar sites. Younique Presenters will be subject to disciplinary action under the Independent Presenter Agreement for any violations committed by any Hosts hosting a party for such Younique Presenter.

If, in the opinion of Younique, you are failing to train, recognize, inform, and/or motivate any of your First Level Younique Presenters and Hosts, or you fail to comply with any applicable policy, then Younique may, in its sole and absolute discretion, opt to remove your Downline, reduce your leadership Bonus, and/or terminate your Independent Presenter Agreement.

5.5 - 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 5.4](#), "Leadership and Continuing Development Obligations." Failure to do so may result in disciplinary action.

5.6 - Providing Documentation to Applicants

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

5.7 - Reporting Policy Violations

If you witness or observe a policy violation by another Younique Presenter, 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.

5.8 - Data Privacy Protection

You understand that, in connection with your promotion of Younique products pursuant to the terms of the Independent Presenter Agreement, you, as a Younique Presenter, may have access to, collect, store, use, or otherwise process the personal data of Customers, Hosts, and other Younique Presenters. Such personal data may include, without limitation, email addresses, birth dates, social media account information, shipping and billing information, and other, similar personally identifying information. You may collect such personal data directly from individuals in the course of operating your Younique business, or such personal data may be shared with you by Younique for the purpose of promoting Younique products. You 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. Information shared with you by Younique is referred to in the Independent Presenter Agreement as Younique Personal Data. Younique Personal Data is subject to Younique's Privacy Policy, and you are required to comply with the Privacy Policy.

There are numerous Laws that govern the protection and use of personal data (including Younique Personal Data). You understand and agree that it is your responsibility to understand and comply with all such applicable Laws, including without limitation the Data Protection Laws, and the provisions set forth in this Section 5.8 to the extent that you collect, store, use, or otherwise process any such personal data in connection with your promotion of the Younique products. Please note that if you collect, store, or use the personal data of individuals living in a country, province, state, or other jurisdiction that is different from your own, you may be responsible for complying with the Data Protection Laws of that individual's country, province, state, or jurisdiction. For example, individuals living in the EU are entitled to have their personal data collected, stored, and used in accordance with EU Data Protection Laws.

Younique may terminate the Independent Presenter Agreement in the event you breach any of the applicable Data Protection Laws or any of the provisions of this Section 5.8, in each case to take effect immediately upon notice to you. Upon Cancellation of the Independent Presenter Agreement for any reason, you must comply with the requirements set forth in [Section 12.7](#), "Continuing Obligations Upon Cancellation or Suspension," including those relating to the use and storage of Younique Personal Data.

Note that all capitalized terms used in this Section 5.8 and throughout the Independent Presenter Agreement are defined in [Section 13](#) below, "Definitions." Additionally, the terms "data controller," "data subject," "personal data," "sensitive personal data," and "processing" used in this Section 5.8 and throughout the Independent Presenter Agreement shall have the meanings given to them under relevant Data Protection Laws.

5.8.1 – Younique Presenter Data Protection Responsibilities

You agree that you shall collect, store, use, and otherwise process all personal data (including without limitation the Younique Personal Data) obtained or received in connection with your promotion of Younique products solely in accordance with applicable Data Protection Laws and the Specified Purpose for which such personal data was obtained or disclosed. You shall not use or disclose any such personal data for purposes that are not within the scope of what has been authorized with respect to such personal data. You shall not collect sensitive personal data that is not necessary to support your Younique Presenter business, 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.

You acknowledge and agree that, should you collect, store, use, or otherwise process any personal data, including without limitation Younique Personal Data, obtained or received in connection with your promotion of Younique products, you shall keep such personal data confidential and have in place appropriate physical, technical, and organizational safeguards to ensure a level of security for such personal data that is appropriate for the nature of such personal data. In determining the appropriate level of security for such personal data, you should consider the extent of the harm that might result from the accidental or unlawful destruction of such personal data, the

accidental loss or alteration of such personal data, and/or the unauthorized disclosure of, access to, or other unlawful forms of processing of such personal data. Such security, which may include, among other things, use and protection of computer passwords, encryption of stored and transmitted data, and locks and limited access to physical locations where information is stored, shall at all times be equivalent to or in excess of the protection required under the Data Protection Laws for such personal data.

In the event you share Younique Personal Data with any third-party service providers, you shall ensure that such third party enters into a written agreement with you containing obligations at least equivalent to those set forth in this Section 5.8, and in any event in compliance with the Data Protection Laws, that shall apply to such third party in the same manner and to the same extent as such obligations would have applied to you.

You shall cooperate with Younique to the extent necessary to enable Younique to comply with the inquiries or requests of any Governmental Authority regarding the use and protection of personal data. Additionally, you shall make available to Younique all information necessary to demonstrate your compliance with your obligations set forth in this Section 5.8, including allowing for and contributing to audits and inspections conducted by relevant Governmental Authorities, Younique, or a third party designated by Younique. You acknowledge and agree that Younique may, at its option, provide a copy of this Section 5.8 and any other relevant provisions contained in the Independent Presenter Agreement to Governmental Authorities.

You agree to indemnify, defend, and hold harmless Younique at your 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 you or your third-party agents to comply with any of your obligations contained in this Section 5.8.

You shall maintain all necessary or relevant documentation evidencing your compliance with this Section 5.8.

5.8.2 – 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 Presenter 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.

Although Younique no longer relies on either the EU-U.S. Privacy Shield or the Swiss-U.S. Privacy Shield (together the "Privacy Shield") as a mechanism to legitimize the international transfer of Younique Personal Data to the U.S., Younique, LLC still maintains its self-certification to the Privacy Shield and therefore, is still subject to the Privacy Shield Principles. As such, you shall promptly notify Younique of any communications, complaints, allegations, or

requests that are made to or received by you relating to any self-certification by Younique under the Privacy Shield. You shall promptly provide full cooperation and assistance to Younique in relation to any such communications, complaints, allegations, or requests, whether made to or received by you or Younique. Any notifications to be made to Younique under this Section 5.8 or with respect to any data privacy concerns shall be sent to Younique's Privacy Officer at privacy@youniqueproducts.com.

5.9 - Adherence to Laws and Ordinances

5.9.1 - Local Ordinances

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

5.9.2 - Compliance with All Applicable Laws

Younique Presenters shall comply with all applicable Laws in the conduct of their businesses, including without limitation all applicable Data Protection Laws. Younique Presenters 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 Presenter who fails to comply with all applicable Laws.

5.9.3 - 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 (3rd) 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 (5th) 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 (15th) 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 Presenter; 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 Presenters' 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 6 - MARKETING YOUR YOUNIQUE BUSINESS

6.1 - 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 Presenter 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 Presenters to execute any agreements or contracts other than official Younique agreements and contracts in order to become a Younique Presenter. Similarly, you agree that you shall not require or encourage other current or prospective Younique Presenters to make any purchase from, or make payment to, any individual or other entity in order to participate in the Younique opportunity other than those purchases or payments identified as recommended or required in official Younique literature.

Further, you agree that all Protected Work (as defined in [Section 13](#) 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 in [Section 13](#) below, "Definitions") thereto. 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.

6.2 - 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.

6.2.1 - 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 Presenter 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.

6.2.1.1 - 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 NAME HERE];
[YOUR NAME HERE], a Younique Independent Presenter; or
[YOUR NAME HERE], a Younique Presenter

On platforms such as LinkedIn®, you may identify your affiliation with Younique as follows:

Independent Presenter at Younique Products.

6.2.1.2 - 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.

6.2.1.3 - Voicemail Greetings

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

6.2.1.4 - The Younique Presenter Community

There are numerous words, images, phrases, taglines, and/or ideas developed by or coined within the Younique community and used by Younique Presenters to promote Younique, their Younique business, or their Younique team. No Younique Presenter can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the Younique community domain for use by all Younique Presenters. Therefore, you are not allowed to claim ownership of any such words, images, phrases, taglines, names, or phrases, and agree that you will not seek to register 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 Younique any such trademark application or registration, or copyright or domain registration. In addition, Younique may elect to take disciplinary action against you as provided in [Section 11](#), “Dispute Resolution and Disciplinary Proceedings.” By entering into the Independent Presenter Agreement and/or renewing your Independent Presenter 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 Younique, and you agree that Younique

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 Younique in every proper way to effect any such transfer of Intellectual Property Rights from you to Younique.

In order for you to post or share an image that displays one of the Younique Marks, you must first obtain written permission from the Company prior to posting such image, which permission may be granted or withheld in Younique's sole and absolute discretion. Written permission may be obtained by sending a copy of your image to [Younique Compliance](#). To help expedite the approval process, we encourage you to review the Younique Style Guide, which is available in your Back Office, before submitting an image.

6.2.2 - Submission of Business or Other Ideas to Younique

By accepting the Independent Presenter Agreement, including these Policies and Procedures, you acknowledge and agree that Younique has and will have many products and projects in various stages of development and that the result 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 Younique will not pay for your ideas.

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

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

6.2.3 - Advertising Templates and Approval

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

If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to [Younique Compliance](#) for consideration and inclusion in the template and image library. Unless you receive specific written approval from Younique to use such self-developed tools, any use is not authorized and in violation of these Policies and Procedures. See also [Section 6.2.1](#), "Trademarks and Copyrights," for additional information.

6.2.4 – Samples; Altering Packaging, Labels, and Products Prohibited; Adding Personalized Stickers

Younique Presenters may not create their own samples of any of Younique's products. You may only sell Younique products in their original packaging, and you may not repackage, re-label, or alter Younique products or the labels on the Younique 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 Younique product in ways other than specified in Younique instructions voids all product warranties, and Younique is no longer liable for any damages that result from altered or improperly used products.

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

6.2.5 - False or Exaggerated Product Claims

All promotional literature, advertisements, and mailings created by Younique Presenters shall not contain product descriptions, claims, photos, or illustrations that are false, deceptive, or misleading. To the extent that Younique Presenters make any claims regarding the products offered by Younique, or the ingredients in a product, such product claims must be consistent with official Younique literature and promotional materials, if any. Additionally, Younique Presenters may not make claims (including personal testimonials) about the therapeutic or curative

properties of any products offered by Younique or a product's ingredients, except those contained in official Younique 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 Younique's executives or employees that other Younique Presenters do not have. Such claims are also a violation of these Policies and Procedures.

6.2.6 - International Enrollment and Sales

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

Some of the countries or territories in which Younique is formally permitting Younique Presenter enrollment are on a "Not for Resale" basis only. A Younique Presenter or Customer in these jurisdictions may purchase Younique 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.

6.2.7 - Media and Media Inquiries

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

If Younique 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 Younique may result in immediate termination of your account.

If you wish to proactively contact the media, distribute any form of press release, or appear on any television, radio, or other media outlet to disclose or share information about Younique, its products, or the Younique business opportunity, you must first seek written approval from [Younique Compliance](#), which approval may be granted or withheld in Younique's sole and absolute discretion. Approved media requests are generally restricted to local, rather than national, outlets.

6.3 - Non-Internet Advertising, Marketing, and Promotion

6.3.1 - Signage

To avoid giving the appearance of a permanent retail establishment, yard signs and other signage must not be displayed on a stationary object, permanently installed outside, or affixed to the windows of a Younique Presenter's personal residence or other residence. Temporary signage may be displayed in conjunction with a home party, open house, or other approved Younique event, and must be produced and used in a manner consistent with these Policies and Procedures.

6.3.2 - Telemarketing

You are not permitted to utilize telemarketing or to make "cold calls" to market Younique products or the Younique business opportunity, nor may you use automatic telephone dialing systems or software relative to the operation of your Younique business. **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.** Younique Presenters 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 Younique products or the Younique business opportunity.

6.4 - Online Advertising, Marketing, and Promotion

It is your obligation to ensure your online marketing activities are truthful, are not deceptive, and do not mislead Customers or potential Younique Presenters 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. See [Section 6.2.1](#), "Trademarks and Copyrights," regarding the use of the Younique Marks.

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 Younique's sole and absolute discretion.

6.4.1 - Younique Hotlinks

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

You agree to include the following statement in a prominent manner at the top of your Registered External Website with the appropriate link to your Personal Website:

"To purchase a Younique product or inquire about the opportunity, please visit (your Personal Website URL here)."

6.4.2 - Spam Linking

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

6.4.3 - Internet Advertising / Awareness Generation

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

6.4.3.1 - Online Classifieds

You may use online classifieds for prospecting, recruiting, sponsoring, and informing the public about the Younique business opportunity, 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 Presenter."

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" or "How would you like to sell the MOODSTRUCK 3D FIBER LASHES+ lash enhancer?" 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 or Host 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, including using such Facebook group as a platform to invite Customers and recruits to attend Younique Virtual Parties, 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.

6.4.3.2 - 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.

6.4.3.3 - Banner Advertising

You may place banner advertisements on your Registered External Website, provided that you use Company approved templates and/or images. All such banner advertisements must link to your Registered External Website. The banner ad must identify you as a "Younique Independent Presenter."

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

6.4.3.4 - Unsolicited Email and Faxes / Mass Emailing

You are not allowed to transmit mass or unsolicited faxes or emails to promote Younique, its products, or the Younique business opportunity. Mailings or faxes 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 Presenters 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, as more fully described in [Section 6.2.5](#), "False or Exaggerated Product Claims."

If you do send emails or faxes promoting Younique products or the Younique business opportunity to people with whom you have a previous relationship or who have authorized you to send them emails or faxes, the emails or faxes 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 fax number;
- b) Contain a notice that advises the recipient that he or she may reply to the email or fax, via the functioning return email address or fax number, to request that future email or fax 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 or faxes, you must honor all opt-out requests, whether received by email, fax, 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.

6.4.3.5 - 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 [Section 6.2.1](#), “Trademarks and Copyrights”.
- 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 Presenter.”
- 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 Presenter.
- 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) Banner ads and images used on these sites must be current and must come from the Younique-approved library.
- i) If you provide a website link, it must link to your Personal Website or a Registered External Website.
- j) 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 (such as Canada’s anti-spam legislation (S.C. 2010, c. 23)).
- k) During the term of this Independent Presenter Agreement and for a period of twelve (12) calendar months thereafter, you may not use any social media site on which you have discussed or promoted Younique products or the Younique business opportunity to directly or indirectly solicit Younique Presenters for another direct selling or network marketing program, nor may you take any action that may reasonably be foreseen to result in drawing any inquiries from other Younique Presenters relating to any other direct selling business that you may be involved in as a consultant or distributor.

- l) You may post or “pin” photographs of Younique products on a social media site as long as the photos are received from Younique via your Personal Website or are photos that you have personally taken and which comply with Section 6.4.3.6 below, “Digital Media Submission (YouTube, iTunes®, PhotoBucket®, Instagram®, Periscope®, Etc.).”
- m) If you create a business profile page on any social media site that promotes or relates to Younique products or the Younique business opportunity, the business profile page must relate exclusively to Younique products and your Younique business. If your Independent Presenter Agreement is cancelled for any reason or if you become inactive, you must deactivate any such business profile page.

The determination of whether you are in compliance with any of the guidelines set forth in this Section 6.4.3.5 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 Presenter Agreement, in Younique’s sole and absolute discretion.

6.4.3.6 - 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 Presenter” (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.

6.4.3.7 – Search Engine Marketing/Display Advertisements

Presenters 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.

6.4.4 - Younique Presenter Personal Websites

Upon enrollment, all Younique Presenters 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 use a Registered External Website, subject to specific policies and requirements as set forth below.

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

6.4.4.1 - Personal Website and Registered External Website Domain Names

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

- a) Use the word "Younique" in any form except as specifically permitted under [Section 6.2.1](#), "Trademarks and Copyrights;"
- 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](#) or [youniqueproducts.com/Toronto](#)). However, if the geographical name is used in combination with an identifier, then it is allowable (e.g., [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](#).

6.4.4.2 - Younique Presenter Personal Websites

As a Younique Presenter, you will receive a Personal Website subscription to facilitate the online buying experience for your Customers. A Personal Website is included in the cost of your Starter Kit (there is no additional or monthly fee for your Personal Website). You are solely responsible and liable for the content that you add to your Personal Website, and you must regularly review the content (at least once every thirty (30) days) to ensure it is accurate and relevant. You may not alter the branding of your Personal Website, and you may not use your Personal Website, including links to other websites, to promote, market, or sell non-Younique products, services, or business opportunities. Specifically, you may not alter the look (placement, sizing, etc.) or functionality of the following:

- a) the Younique Independent Presenter logo;
- b) your name;
- c) the Younique corporate website redirect button;
- d) artwork, logos, or graphics; or
- e) original text.

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

6.4.4.3 - Registered External Websites (Non-Personal Websites)

Subject to the requirements below, and [Section 6.2.1](#) above, "Trademarks and Copyrights," you are allowed one

external website (not including a team website that you may develop) that you may use to personalize your Younique business and promote the Younique business opportunity. However, before launching any such website, you must submit a beta site to Younique for review and receive Younique’s written approval before the site can go live. Once a website is approved by Younique in writing, it is a “Registered External Website.” Any changes to your Registered External Website must be submitted to Younique, and you must receive Younique’s prior written approval of the change before going live with the change. Younique, in its sole and absolute discretion, may request changes or require you to terminate the Registered External Website at any time.

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

- a) Set up a Personal Website;
- b) Submit a beta version of your Registered External Website to Younique by contacting [Younique Compliance](#);
- c) Adhere to the branding and image usage policies described in these Policies and Procedures;
- d) Agree to modify your Registered External Website to comply with current or future Younique policies; and
- e) Agree to immediately transfer and assign your Registered External Website to the Company and redirect all traffic from that domain to the Website in the event of the Cancellation of the Independent Presenter Agreement.

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

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

You may not receive any monetary compensation for, or exchange for goods and services, your assistance in building, hosting, or maintaining any other Younique Presenter’s Registered External Website, but you are allowed to voluntarily help other Younique Presenters should you choose to do so. You are not allowed to manage or have ready access to the database or site administration of any sites you build for your team. Any exploitive actions with respect to websites built for team members are prohibited and seen as a violation of Younique’s philosophy of giving more than you take. All assets, video, pictures, graphics, plug-ins, or other content used on a site that you build for your Downline or any other Younique Presenter must be housed on the domain owned by that Younique Presenter, not on a domain that you own. Absolutely no links on any site that you build for another Younique Presenter should link to either your Personal Website or your Registered External Website. Also, you cannot use the site to promote, market, or link to your web development business website.

You may not implement or use lead capture software on your Registered External Website or on any other website or social networking site, including without limitation Facebook®, LinkedIn®, Twitter®, Pinterest®, YouTube, blogs, forums, and other social shared interest sites.

You agree that upon the termination or cancellation of the Independent Presenter Agreement you hereby agree to assign any right, title, or interest that you may have in or to the Registered External Website to the Company.

Search engine optimization spam and Black Hat Search Engine Optimization is strictly prohibited and subject to financial penalties. These techniques include without limitation unethical link building, duplicating websites,

cloaking web pages, creating doorway pages, bad neighborhood link building, or other unethical practices. Any White Hat Search Engine Optimization conducted by a paid provider (or similar organized effort) must first be approved by [Younique Compliance](#), which approval may be granted or withheld in Younique's sole and absolute discretion.

Should you elect to make use of a Registered External Website, the following Sections 6.4.4.3.1 through 6.4.4.3.8 apply to you.

6.4.4.3.1 – Registered External Website Content

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

6.4.4.3.2 – Mobile Applications – Apps

Younique Presenters wishing to distribute mobile or tablet applications that promote the Younique Presenter'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 [Section 6.2.1](#) above, "Trademarks and Copyrights," 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 Presenter Agreement.

6.4.4.3.3- Younique Presenter Image Mandate

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

- a) the Younique Independent Presenter logo;
- b) your name and title; and
- c) the Younique corporate website redirect button.

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

6.4.4.3.4 - Registered External Websites Must Exclusively Promote Younique

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

6.4.4.3.5 - No e-Commerce or Stock-and-Sell Retailing

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

6.4.4.3.6 - Registered External Website Termination

In the event of the Cancellation of the Independent Presenter Agreement for any reason, you are required to immediately transfer and assign your Registered External Website to the Company and redirect all traffic from that domain to the Website. Alternatively, your Registered External Website may be transferred to another Younique Presenter, subject to Younique's prior written approval, which may be granted in Younique's sole and absolute discretion on a case-by-case basis.

6.4.4.3.7 - Registered External Website Links

Your Registered External Website can only link to pages within your Registered External Website, your Personal Website, or your social networking sites that you use to promote your Younique business (such as Facebook, Twitter, and LinkedIn). You may not monetize your Registered External Website by implementing outbound links, affiliate programs, Google AdSense, or other similar tactics.

6.4.4.3.8 - External Team Websites

If you achieve the rank of Elite status or higher (as defined in the Younique Royalties Program™), 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 Elite Younique Presenter's Personal Website or Registered External Website. Elite Younique Presenters cannot use their team name in the URL of their Personal Website or their Registered External Website. Elite Younique Presenters 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.

6.5 - Commercial Outlets / Retail Stores / Reselling / Trade Shows

6.5.1 - Commercial Outlets / Retail Stores

You are not allowed to offer Younique products for sale in any permanent retail or service business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders. A promotional display 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.

6.5.2 - 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.

6.5.3 - Cooperative Advertising and Promotion with Retail Entities

Younique products and/or the Younique business opportunity may not be offered in an online or offline advertisement or promotion (including in-store product giveaways) with any retail store, business, or entity. Cooperative promotions with service entities (e.g., a dentist's or doctor's office) are allowed only with prior approval from the business owner and prior written approval from Younique, which may be sought by contacting [Younique Compliance](#). Such approval may be granted or withheld in Younique's sole and absolute discretion.

6.5.4 - Trade Shows

In markets where Younique products are available for resale (see current exclusions set forth in [Section 6.2.6](#) above, "International Enrollment and Sales"), 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 [Section 7.1](#) below, "Product Sales," Younique Presenters shall not advertise products at trade shows for less than the retail price published by Younique. All trade show attendance by a Younique Presenter is at such Younique Presenter's own expense. If the venue requires a tax identification number, it is the sole responsibility of the Younique Presenter to provide such tax identification number.

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

SECTION 7 - OPERATING YOUR YOUNIQUE BUSINESS

7.1 - Product Sales

To be eligible for Bonuses, Commissions, and status advancement, you must meet the milestones and requirements set forth in the Younique Royalties Program™ and establish an account with PayQuicker®. Regardless of your status 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.

7.1.1 – Pricing and Selling Products

Each Younique Presenter is an independent contractor and may establish his or her own prices for reselling Younique products. However, Younique Presenters shall not advertise products for less than the retail price published by Younique. Furthermore, no bulk pricing or special enticement advertising is allowed, including but not limited to offers of free Starter Kits, free shipping, or other such offers that grant advantages beyond those available through any Younique Presenter's Personal Website.

Younique Presenters 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 Presenters shall always truthfully and clearly identify themselves, their Younique business, the nature of their Younique business, and the purpose of any presentation. Younique Presenter 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.

7.1.2 - Sales Receipts

When making a sale of a Younique product to a Customer other than through your Personal Website, you are required to produce two (2) copies of an official Younique sales receipt at the time of such sale. You must provide the Customer with one (1) copy and retain one (1) copy for your personal records, which you must retain for a period of two (2) years and make available to Younique for inspection upon request. See [Section 5.9.3](#) above, "Receipts and Right to Cancel Transactions," for additional information regarding the content of such receipts.

7.1.3 – Safeguarding Customer Information

You shall take all appropriate steps to safeguard all private information provided by a Customer, a prospective

Customer, or other Younique Presenters, and you shall adhere to all Laws regarding the use and protection of Customer information, as well as the requirements set forth in these Policies and Procedures. You shall not collect any sensitive personal data or any data that is not necessary for your activities as a Younique Presenter. If you suspect any compromise or breach of any such private information, you shall immediately—but in any event no longer than 24 hours after becoming aware—alert Younique at privacy@youniqueproducts.com, reasonably cooperate with any necessary investigation into the compromise, and commit to take any corrective actions necessary to ensure the security and integrity of any Younique Personal Data you collect and maintain.

7.2 - 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 Presenters are responsible for handling all returns and exchanges for their Customers. In markets where cash-and-carry sales are permitted, Younique Presenters shall ensure that their Customers receive their orders in a timely manner and in accordance with applicable Laws. If a Younique Presenter cannot fulfill a Customer's order, it is such Younique Presenter's responsibility to provide such Customer with a prompt refund.

7.3 - Sponsoring

As a Younique Presenter, you have the right to sponsor and enroll others into Younique by helping them successfully complete the Presenter Registration Form, as outlined in [Section 3](#), "Becoming a Younique Presenter." 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 Presenter, 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 voluntary changes in sponsorship. You may, however, change Sponsors by terminating your Younique business, remaining inactive for six (6) months, and, after this six-month period, reapplying under a new Sponsor. Spouses and/or other members of your Household may not enroll during this six-month period. You will be required to purchase a new Starter Kit upon reenrollment.

7.3.1 - 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 Presenter must be a stand-alone transaction between Younique and the prospective Younique Presenter and cannot be linked to any future performance, milestones, or promises.

7.4 - One Younique Business Per Younique Presenter and Immediate Household

Each Younique Presenter is allowed to operate, own, have an interest in, or receive compensation from only one (1) Younique business. Furthermore, individuals from the same Immediate Household may not have an interest in more than one (1) Younique business. Exceptions will be considered on a case-by-case basis and must be submitted in writing to [Younique Compliance](#). Such exceptions may be granted or denied in Younique's sole and absolute discretion.

7.4.1 - Actions of Household Members or Affiliated Individuals

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

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

7.5 - Business and Property Insurance

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

7.6 – 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 Presenters 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 Presenters in their normal course of business. Younique recommends that you teach Customers how to apply the products themselves to avoid any such misunderstanding.

SECTION 8 - PAYMENT

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

You are not allowed to permit other Younique Presenters or Customers to use your credit or debit cards or to permit debits from your personal banking accounts in order for other Younique Presenters or Customers to enroll in or make purchases from Younique.

8.2 - 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 Presenters on all purchases, including any rewards that a Host receives. 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 Presenters seeking to avoid paying sales tax on purchases made from Younique.

Younique Presenters who make purchases with Half-Priced Items will be charged sales tax at the full retail price. Customers who make purchases with Half-Priced Items will be charged sales tax on the amount actually paid by the Customer.

SECTION 9 - WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES

9.1 – The Younique Love It Guarantee

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

9.2 – In-Home Purchase Cancellation Policy

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

If a Younique Presenter makes an in-home presentation to a Customer, potential Customer, or potential Younique Presenter, the Younique Presenter making the presentation must notify such individuals of the three-Business Day

cancellation right.

9.3 – Return of Commissions Received for Returned Purchases

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

9.4 – 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 Presenter 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 [Section 6.4.3](#) above, “Internet Advertising/Awareness Generation,” regarding purchases for resale over eBay, [Section 10.2](#) below, “Bonus Buying Prohibited,” regarding purchases to obtain status advancement, and [Section 10.4](#) below, “Inventory Purchases,” regarding excessive inventory purchases.

Bulk order return restrictions are superseded by [Section 9.2](#) above, “In-Home Purchase Cancellation Policy,” and Section 9.5 below, “Return of Inventory and Sales Aids by Younique Presenters Upon Cancellation.”

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

Upon Cancellation of the Independent Presenter Agreement, a Younique Presenter 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 Royalties 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 Presenter 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.

9.6 – Other Rules

Other rules regarding returns, exchanges, and replacements are set forth on the [Website](#).

SECTION 10 - RESTRICTIONS ON YOUNIQUE PRESENTER ACTIVITIES

10.1 - Improper Recruiting

You may not offer to pay for all or any portion of a recruit's enrollment, nor may you offer gifts, incentives, or anything of monetary value in exchange for enrollment. Furthermore, you may not advertise on your Personal Website, Registered External 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 Presenter. See [Section 7.3](#) above, “Sponsoring,” for additional information about recruiting.

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 Presenter.

10.2 - Bonus Buying Prohibited

Bonus Buying activities are fraudulent and constitute a material breach of your Independent Presenter Agreement.

Bonus Buying includes:

- l) The enrollment or attempted enrollment of an individual or entity as a Younique Presenter without their knowledge or consent;
- m) The enrollment or attempted enrollment of a minor or other individual who does not have the legal capacity to consent; or
- n) The enrollment or attempted enrollment of non-existent individuals or entities as Younique Presenters (i.e., you may not enroll a deceased or fictitious person or a fictitious business entity as a Younique Presenter.) As a Younique Presenter:
 - a) You must be able to prove that anyone signing up as a new Younique Presenter under you did so with full knowledge and understanding of the terms of the Independent Presenter Agreement.
 - b) You may not purchase Younique products from other Younique Presenters in an attempt for either party to qualify for a status advancement or to achieve an incentive trip, reward, or recognition.
 - c) You may not encourage Customers to order from other Younique Presenters with an intent to manipulate the Younique Royalties Program, as such intent may be determined by the Company in its sole and absolute discretion.

Younique regularly audits status advancements, promotions, and incentive trip qualifications to identify instances of Bonus Buying or other manipulations of the Younique Royalties Program. 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.

10.3 - Fraudulent Activities Prohibited

You may not use false identification numbers or false names, buy additional product to achieve or maintain a certain status, warehouse products, or use any other form of manipulation that violates the terms and conditions of the Younique Royalties Program, 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 prodept@youniqueproducts.com.

10.4 - Inventory Purchases

The Younique program is designed so that you do not need to invest in and stock inventory for resale purposes. You must never purchase more products than you can reasonably use or sell to retail Customers in one (1) month, and you must not influence any other Younique Presenter 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.

10.5 - Using Income Claims in Recruiting Efforts

When you are discussing the Younique business opportunity or Younique Royalties Program with a prospective Younique Presenter, you may not make income projections or income claims, or disclose information about your personal Younique income. Similarly, you may not exhibit actual, copies 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 Royalties Program 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.

10.5.1 – 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 Presenter attempts to explain the operation of the Younique Royalties Program through the use of hypothetical examples. In formulating such hypothetical examples, certain assumptions are made regarding the (a) number of Younique Presenters sponsored; (b) number of Downline Younique Presenters; (c) average product volume per Younique Presenter; and (d) total organizational volume. Running these assumptions through the Younique Royalties Program 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.

10.5.2 – Younique Royalties Program Claims

When presenting or discussing the Younique Royalties Program, you must make it clear to prospective Younique Presenters 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 Royalties Program. It is important that you do not make these or any other representations that could lead a prospective Younique Presenter to believe that he or she can be successful as a Younique Presenter without commitment, effort, and sales skill.

10.5.3 – Responsibility for Younique Presenter Statements

You are fully responsible for all verbal and written statements made regarding Younique products and/or the Younique Royalties Program 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 Presenter Agreement.

10.6 - Conflicts of Interest

10.6.1 - Participation in Other Direct Selling or Competing Ventures; Copycat or Counterfeit Products

Entry, Exemplary, and Elite Younique Presenters (White Status through Orange Status, as set forth in the Younique Royalties Program) 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). If you have questions about a specific company and whether or not there is a conflict, please contact [Younique Compliance](#). Exclusive Younique Presenters (Purple Status through Black Status) are prohibited from participating in other Direct Selling Ventures.

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 Presenters or Customers in conjunction with any non-Younique business opportunity or products.
- d) You may not offer any non-Younique business opportunity or products at any Younique-related meeting, seminar, convention, webinar, teleconference, or other function.
- e) You may not use Younique information, events, websites, or assets to sell non-Younique products.

10.6.2 – 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 Presenter to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

Subject to compliance with Section 10.6.1 above, “Participation in Other Direct Selling Ventures; Copycat or Counterfeit Products,” you may participate in other direct selling ventures (including party planning, network marketing, and multilevel marketing). However, during the term of the Independent Presenter Agreement, you may not directly or indirectly encourage other Younique Presenters to participate in any other direct selling venture.

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

During the term of this Independent Presenter Agreement and for a period of twelve (12) calendar months thereafter, you agree that you may not use any social media site on which you have discussed or promoted the Younique business opportunity or Younique’s products to directly or indirectly recruit Younique Presenters 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 Presenters 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 Presenters are located. You further acknowledge and agree that the restrictions contained in this Section 10.6.2 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 Presenter Agreement. The provisions of this Section 10.6.2 shall survive the termination or expiration of the Independent Presenter Agreement.

10.6.3 - Confidential Information

Younique will make available to you through your Back Office 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 Presenter Agreement. Such misuse of Confidential Information may also subject you to liability under both state and federal law. The provisions of this Section 10.6.3 shall survive the termination or expiration of the Independent Presenter 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:

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

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 Younique. Similarly, nothing limits your ability to communicate with Younique Compliance or Younique Support.

10.6.4 – Younique Presenters Selling to Other Younique Presenters

As a Younique Presenter, you, or members of your Immediate Household, are not allowed to sell any competing, copycat, counterfeit, or non-authentic products or services to other Younique Presenters when such products are related in any way to the conducting or maintaining of a Younique business. This policy does not include the selling of authentic Younique products, provided that such sales are in compliance with [Section 10.2](#) above, "Bonus Buying Prohibited." Additionally, you are not allowed to use Younique information, events, websites, or assets to sell non-Younique products to Younique Presenters.

10.7 - Targeting Other Direct Sellers

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

10.8 - Cross Sponsoring

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

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

10.9 - Negative and Disparaging Remarks

While Younique welcomes constructive input from its Younique Presenters, negative comments and remarks made by Younique Presenters about Younique, the Younique business opportunity, Younique products, or the Younique Royalties Program serve no purpose other than to sour the enthusiasm of other Younique Presenters. For this reason, you must not disparage Younique, the Younique business opportunity, other Younique Presenters, Younique's products, the Younique Royalties Program, or Younique'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 Presenter Agreement, and you will be subject to disciplinary action. This provision survives the Cancellation or expiration of your Independent Presenter Agreement.

10.11 - 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 Royalties Program have been approved, endorsed, or otherwise sanctioned by any government agency or official.

10.12 - Use of Nonpublic Information

No Younique Presenter may act on, or benefit in any way from, any information about Younique, or its future plans, to pursue any aspect of the Younique Presenter's business prior to the public announcement of such information by Younique. Such information may include, but is not limited to, any information gained through 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 Presenter Agreement and subject to disciplinary proceedings as

defined in [Section 11](#) below, “Dispute Resolution and Disciplinary Proceedings,” including termination of your Younique Presenter status. For further clarification, see the definition of “Nonpublic Information” in [Section 13](#) below, “Definitions.”

SECTION 11 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 - Disciplinary Sanctions

If you are found in violation of your Independent Presenter Agreement, or if Younique determines, 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 Presenter Agreement for one (1) or more pay periods;
- g) The removal of a First Level Younique Presenter and their Downline organization from your Downline organization;
- h) Involuntary termination of your Independent Presenter Agreement;
- i) Permanent or temporary loss of or reduction in your current and/or lifetime rank (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 Presenter 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 Presenter 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 Elite Younique Presenter, and/or Upline Exclusive Younique Presenter (as such terms are defined in the Younique Royalties Program).

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.

11.2 - Results of Suspension or Termination

If a Younique Presenter has been terminated or suspended, he or she must comply with all the continuing obligations set forth in [Section 12.7](#) below, “Continuing Obligations Upon Cancellation or Suspension.” Among such obligations, a terminated or suspended Younique Presenter must cease to sell Younique products. Further, such Younique Presenter may not participate in any parties, fairs, or shows, including those scheduled prior to

suspension or termination, during the period of suspension or termination. Once the suspension has expired, or the terminated Younique Presenter 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 Section 9.5 above, "Return of Inventory and Sales Aids by Younique Presenters Upon Cancellation."

11.3 - Grievances and Complaints

If you have a grievance or complaint with other Younique Presenters regarding any practice or conduct in relationship to Younique or your Younique business, you must first report the problem to your Sponsor, who is obligated to review the matter and make an earnest and meaningful attempt to resolve it with the other party's Sponsor, Upline Elite Younique Presenter, and/or Upline Exclusive Younique Presenter (as such terms are defined in the Younique Royalties Program). If the matter cannot be resolved, it must be reported, in writing, to [Younique Compliance](#), which will review any facts and claims and will work to resolve the situation.

SECTION 12 - INACTIVITY AND CANCELLATION

12.1 - Effects of Voluntary or Involuntary Cancellation

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

If you fail to renew your Independent Presenter Agreement due to inactivity or failure to meet minimum sales requirements, or if your Independent Presenter Agreement is voluntarily or involuntarily cancelled, you will receive Bonuses and Commissions only for the last full pay period prior to the Cancellation (less any amounts withheld during an investigation preceding any involuntary Cancellation). Upon the Cancellation of your Independent Presenter 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 you submit a request to re-enroll, or if you re-activate by way of increased PRS, within three (3) months of the time of involuntary or voluntary Cancellation and Younique agrees, in its sole and absolute discretion, to allow you to re-enroll or re-activate, you may obtain your original Younique Presenter ID number and maintain your original Downline.

If you submit a request to re-enroll, or if you re-activate by way of increased PRS, after expiration of the three (3) month period from the date of involuntary or voluntary Cancellation and Younique agrees, in its sole and absolute discretion, to allow you to re-enroll, you will be re-enrolled under your original Sponsor, but will not maintain your prior Downline. If you wish to re-enroll under a different Sponsor, you must wait until at least six (6) months have passed since the date of Cancellation.

If your Independent Presenter 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 Presenter's account is cancelled, suspended, or terminated, all Younique Presenter Benefits are forfeited, including trips, rewards, Y-Cash credit, and Half-Priced Items.

12.2 - Cancellation Due to Inactivity

In order for your account to remain in active status, you must generate one hundred twenty-five (125) points of PRS in a three (3) month period. For example, if your PRS for the month of May is one hundred twenty-five (125) or more, your account will remain active for the next three (3) months (June, July, and August). If your PRS totals

are one hundred twenty-five (125) or more in July, your account will remain active for August, September, and October. If the required one hundred twenty-five (125) points of PRS is not met within the three (3) month period, your account may be suspended for inactivity. Such suspension is automatic, and Younique will not provide written confirmation of the suspension. Following a period of six (6) months of suspended status for inactivity, your account will automatically be terminated without written notice by Younique.

12.3 - 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 Presenter Agreement for up to three (3) calendar months by contacting [Younique Support](#) to begin the suspension. You will lose all Younique Presenter 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 (3rd) calendar month unless you reengage sooner by contacting [Younique Support](#). You may use this benefit not more than once every twentyfour (24) months.

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

12.4 - Involuntary Cancellation

Your violation of any of the terms of the Independent Presenter Agreement, including any amendments that may be made by Younique in its sole and absolute discretion, may result in any of the sanctions listed in [Section 11.1](#) above, "Disciplinary Sanctions," including Cancellation of your Independent Presenter Agreement.

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

12.5 - Voluntary Cancellation

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

12.6 - Montana Residents.

A Montana resident may cancel his or her Independent Younique Presenter 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.

12.7 – Continuing Obligations Upon Cancellation or Suspension

Upon Cancellation of the Independent Presenter 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 transfer and assign your Registered External Website to the Company and redirect all traffic from that domain to the Website. Alternatively, your Registered External Website may be transferred to another Younique Presenter, subject to Younique’s prior written approval, which may be granted in Younique’s sole and absolute discretion.
- f) 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.
- g) Comply with the continuing obligations set forth in [Section 6.4.3.5](#), “Social Networking Site (Facebook®/LinkedIn®/Google+/Etc.),” [Section 10.5.3](#) , “Responsibility for Younique Presenter Statements,” [Section 10.6.2](#), “Non-Solicitation,” [Section 10.6.3](#), “Confidential Information,” [Section 10.9](#), “Negative and Disparaging Remarks,” [Section 11.2](#), “Results of Suspension or Termination,” and any other provisions set forth in the Independent Presenter Agreement which by their nature are intended to survive termination.

In the event the Independent Presenter Agreement is suspended pursuant to [Section 11](#) above, “Dispute Resolution and Disciplinary Proceedings,” you must comply with the provisions set forth in this [Section 12.7](#) 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 Presenter Data until such time that the Independent Presenter Agreement is terminated.

SECTION 13 – DEFINITIONS

Affiliates	All owners, shareholders, members, managers, directors, officers, parents, subsidiaries, assigns, employees, representatives, or agents of an individual or entity.
Back Office	An Internet portal containing confidential and proprietary information that is provided by the Company to each Younique Presenter solely and exclusively for use in the development of such Younique Presenter’s business.

Black Hat Search Engine Optimization	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	The compensation paid to a Younique Presenter for leadership activities and earned incentives, as set forth in the Younique Royalties Program.
Business Day	Monday through Friday, excluding government holidays.
Cancellation	The termination of a Younique Presenter's business. Cancellation may be either voluntary or involuntary, including without limitation as a result of non-renewal, inactivity, or fraudulent behavior.
Commission	The compensation paid to a Younique Presenter for the sale of commissionable Younique products, represented as a percentage of retail volume, as set forth in the Younique Royalties Program.
Company	See the definition of "Younique" below.
Customer	An individual who purchases Younique products through a Younique Presenter.
Data Protection Laws	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, (g) the Privacy Shield Principles, 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	Items to be provided or actually provided by the Younique Presenter to the Company under this Agreement.
Downline	The Younique Presenters sponsored under a particular Younique Presenter and, if applicable, the organizations of such Younique Presenters.
Downline Report	A real-time report generated by Younique and accessed through each Younique Presenter's Back Office that provides critical data relating to the identities of Younique Presenters, sales information, and enrollment activity of each Younique Presenter's Downline organization. This report contains confidential and trade secret information that is proprietary to Younique.
EEA	The European Economic Area.
Entity Presenter	A Younique Presenter that is a partnership, limited liability company, corporation, or other entity.
Entity Representative	An individual designated by an Entity Presenter who will be the principal contact person with Younique.

First Level	All Younique Presenters in the first level of the immediate Downline organization of any particular Younique Presenter.
Governmental Authority	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 selfregulatorybodies.
Green Elite	A Younique Presenter status level; see the Younique Royalties Program.
Half-Priced Items	Discounted Younique products periodically available to Hosts and other individuals as sales incentives and rewards.

Host	An individual who voluntarily agrees to allow a Younique Presenter to discuss the Younique business opportunity or Younique products in his or her home, workplace, or dormitory to Customers, potential Customers, or potential Younique Presenters, or who voluntarily agrees to sponsor a one-time online social media event for the sale of Younique products through such individual’s social networking or other similar site.
Household	Persons residing in the same dwelling, regardless of familial relation.
Immediate Household	Heads of household, their spouses or significant others, and dependent family members residing in the same house.
Independent Presenter Agreement	The documents describing the specific relationship between a Younique Presenter and the Company, comprising the Presenter Registration Form, the Presenter Terms and Conditions, the Younique Royalties Program, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the Younique Presenter and the Company, which documents are incorporated herein by reference.
Intellectual Property Rights	All copyrights, trademark rights, patent rights, trade secret rights, and other proprietary rights of any kind or nature in any jurisdiction.
Laws	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	Published list of the names and results for top performing Younique Presenters.
Line of Sponsorship	An organizational hierarchy of Younique Presenters in which Younique Presenters are organized in unique positions within the organization as determined by their Sponsor.
Nonpublic Information	Any information related to Younique that has not been announced publicly by Younique. This includes, but is not limited to, information about new products, processes, equipment, territories or sales areas, business changes, products or product lines, personnel, intellectual property, and promotions.
Personal Website	A website provided by Younique to all Younique Presenters which utilizes website templates developed by Younique and which is hosted by or on behalf of Younique. The cost of the Personal Website is included in the Starter Kit purchase.

Policies and Procedures	The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by reference, as the same may be amended from time to time by the Company.
Presentership	The business relationship between a Younique Presenter and the Company.
Privacy	To contact Younique regarding privacy concerns or issues, email: privacy@youniqueproducts.com .
Privacy Shield Principles	The set of rules, principles, and guidance, in each case as may be updated, modified, or revised from time to time, governing the use or processing of personal data received by organizations participating in the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield (together the “Privacy Shield”), as well as the access and recourse mechanisms that such participating organizations must provide to individuals in the EEA and Switzerland to allow those individuals to access and update their own personal data and resolve any complaints or disputes regarding the use or misuse of such data. Although, Younique no longer relies on either the EU-U.S. Privacy Shield or the Swiss-U.S. Privacy Shield (together the “Privacy Shield”) as a mechanism to legitimize the international transfer of Younique Personal Data to the U.S., Younique, LLC still maintains its self-certification to the Privacy Shield and therefore, is still subject to the Privacy Shield Principles.
PRS (Personal Retail Sales)	The sum of the points reflecting value for sale of commissionable products sold to Younique Presenter or his or her Customers.

Protected Work	(a) All Deliverables, (b) all Intellectual Property Rights, in any stage of development, that Younique Presenter 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.
Registered External Website	Upon receipt of written approval from the Company, a website developed and used by a Younique Presenter to promote Younique products and the Younique business opportunity.
Resalable	Products and sales aids shall be deemed resalable if (i) they are unopened and unused, (ii) packaging and labeling 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	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 Presenter in connection with the promotion of Younique products pursuant to this Independent Presenter Agreement or any other improper or unlawful processing of such data.
Specified Purpose	The purpose for which a data subject has been informed any personal data collected will be used or processed.

Sponsor	A Younique Presenter who directly enrolls another Younique Presenter into the Company into his or her Downline organization, and is listed as the Sponsor on the Presenter Application. The act of enrolling others and training them to become Younique Presenters is called sponsoring.
Starter Kit	A selection of Younique training materials, product samples, and business support literature that each new Younique Presenter is required to purchase.
Submissions	Creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information that are submitted to Younique by a Younique Presenter.
Suspension	Temporary removal of Younique Presenter privileges (including without limitation the ability to sell and/or recruit). Suspension can be voluntary or involuntary.
Termination	Permanent removal of Younique Presenter privileges, including without limitation the right to receive Bonuses and Commissions.
Trademarks Department	Younique’s Trademarks Department. To contact, email: trademarks@youniqueproducts.com .
Upline	This term refers to the Younique Presenter or Younique Presenters above a particular Younique Presenter in a sponsorship line upward all the way to the Company. Conversely stated, it is the line of Sponsors that links any particular Younique Presenter to the Company.
Website	The Company’s website, located at www.youniqueproducts.com .
Y-Cash credit	Credit that may be issued by the Company and which may be used solely to purchase Younique products.
Younique	Younique, LLC, a Utah limited liability company, or any lawful assignee, successor, subsidiary, or affiliate regardless of geographic location.

Younique Compliance	Younique’s Compliance Department. To contact, go to: https://younique.secure.force.com/support?channel=email&lang=en&name=&phone=&email= , click “Email,” and select “Compliance” as the type of inquiry.
Younique Copyrights	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	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	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	The patents, patent applications, inventions, invention disclosures, discoveries, improvements and like rights, in each case owned by Younique.

Younique Personal Data	Any personal data (including any sensitive personal data) that Younique discloses, provides, or is otherwise collected or made available to a Younique Presenter under or in connection with the Independent Presenter 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 Presenter Benefits	Y-Cash credit and Half-Priced Items.
Younique Presenter ID Number	The Younique identification number each Younique Presenter receives upon registering with the Company.
Younique Presenter Map	Online geographic map referencing the geographic location of the Younique Presenters.
Younique Presenter or Younique Independent Presenter	A person currently authorized by the Company to operate a Presentership. If more than one person is named on the Independent Presenter Agreement, then “Younique Presenter” or “Younique Independent Presenter” may refer to all persons collectively.
Younique Presenter Registration Form	The account application registration form to be completed and submitted on the Website in order to become a Younique Presenter, which when duly signed and taken together with the Presenter Terms and Conditions, Younique Royalties Program, and Policies and Procedures, constitutes the entire agreement between the parties.
Younique Presenter Terms and Conditions	A concise summary of the legal terms and conditions all Younique Presenters must agree to in order to remain in good standing and conduct their Younique business.
Younique Royalties Program	The Younique Royalties Program□, which is the specific plan used by the Company that details the requirements and benefits of the compensation structure for Younique Presenters. For more information, please visit: https://www.youniqueproducts.com/business/presenterinfo .
Younique Support	Younique’s customer support team. To contact, go to: www.youniqueproducts.com/business/support
Younique Trade Secrets	Business, marketing, and technical know-how, information, procedures, records, test information, market surveys, formulas, data, tools, and other non-public or confidential information owned or used by Younique in its business.
White Hat Search Engine Optimization	The usage of search engine optimization strategies, techniques, and tactics that focus on a human audience rather than search engines and that completely follow search engine rules and policies.