

The Younique Independent Presenter Agreement

Congratulations! You've taken the first step in your journey as a Younique Independent Presenter, and we're so glad you're joining us!

Becoming a Presenter means entering into a legally binding business relationship with Younique, LLC. The Younique Independent Presenter Agreement outlines the terms, conditions, and legal responsibilities of both parties involved. It explains what you can expect and what is expected of you in this relationship.

The Younique Independent Presenter Agreement consists of three major parts:

The Younique Independent Presenter Terms and Conditions

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

The Younique Royalty Plan

Understanding the Royalty Plan is crucial to your success as a Younique Independent Presenter. The Royalty Plan chart is an easy-to-read document that clearly shows how your commissions and bonuses are calculated. This document will become increasingly important as you grow your team. Note in that Royalty Plan that a Presenter may receive the designation of an "Elite" as that term is defined in the Royalty Plan, and that there are color-coded designations of "Elites" within the Royalty Plan.

Younique, LLC. Policies and Procedures

The Policies and Procedures document (the "Policies and Procedures") is the "fine print" about operating a Younique business, covering everything from shipping policies to business entity information to fairs and shows policies to logo guidelines and usage.

For Questions and Support

If you have any questions about any part of the Younique Independent Presenter Agreement you can discuss them with your Sponsor or Upline Elite. If neither is available, you're always welcome to contact Younique Presenter Support at support@youniqueproducts.com or by calling 1-801-207-9753.

Welcome to Younique!

Younique Independent Presenter Agreement 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 these Terms and Conditions.
- b. I have the right to enroll persons in Younique.
- c. I will train and motivate the Presenters in my Downline marketing organization.
- d. I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation. I will perform my obligations as a Presenter with honesty and integrity.

2. I agree to present the Younique Royalty Plan and Younique products and services 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, obligation, or open any checking account on behalf of, for, or in the name of Younique. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Younique FOR FEDERAL OR STATE TAX PURPOSES. Younique is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind.

4. I have carefully read and agree to comply with the Younique Policies and Procedures and the Younique Royalty Plan, both of which are incorporated into and made a part of these Terms and Conditions (These three documents shall be collectively referred to as the "Agreement.") For details on Younique Policies and Procedures see the attached document, which may be amended from time to time by Younique in its discretion. For detailed information on Younique's Royalty Plan, see www.youniqueproducts.com/royalties which is hereby incorporated by reference and which may be amended from time to time by Younique in its discretion. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Younique. I understand that these Terms and Conditions, the Younique Policies and Procedures, or the Younique Royalty Plan may be amended at the sole discretion of Younique, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Younique materials. Amendments shall become effective 30 days after publication. The continuation of my Younique business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year. If either I or Younique elect not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Presenter. I shall not be eligible to sell Younique products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former Downline sales organization. In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former Downline Organization, and to any bonuses,

commissions, or other remuneration derived through the sales and other activities of my former Downline Organization. Younique reserves the right to terminate all Presenter Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

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

7. I understand that if I fail to comply with the terms of the Agreement, Younique may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. Younique, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Younique and its affiliates from, all claims for consequential and exemplary damages. I further agree to release Younique and its affiliates from all liability arising from or relating to the promotion or operation of my Younique business and any activities related to it (e.g., the presentation of Younique products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Younique for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

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

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

11. If any provision of the 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 Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles or conflicts of laws. All disputes and claims relating to Younique, the Presenter Agreement, the Younique Royalty Plan or its products and services, the rights and obligations of an independent Presenter and Younique, or any other claims or causes of action relating to the performance of either an independent Presenter or Younique under the Agreement or the Younique Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as Younique prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and

filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Younique from applying to and obtaining from any court having jurisdiction, a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Younique's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any federal or state court in Utah County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

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

15. If a Presenter wishes to bring an action against Younique for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Younique for such act or omission. Presenter waives all claims that any other statutes of limitations apply.

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

17. A faxed copy of the Agreement shall be treated as an original in all respects.

Younique, LLC Policies and Procedures

SECTION 1 - CORPORATE MISSION STATEMENT

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

SECTION 2 - INTRODUCTION

2.1 - What's in the Independent Presenter Agreement?

Younique Policies and Procedures are considered part of the Independent Younique Presenter Agreement. In its entirety, the Independent Presenter Agreement includes:

a) The Presenter Application and Agreement;

b) The Policies and Procedures;

c) The Younique Royalty Plan; and

d) The Younique Business Entity Registration Form (if applicable). When Younique refers to the Independent Presenter Agreement, Presenter Agreement, or Agreement, it refers to all components as described above. It is your responsibility to read, understand, and adhere to the most recent version of the Agreement. Likewise, when you sponsor a new Presenter, it is your responsibility to ensure they have read and understand the Agreement they are signing, particularly these Policies and Procedures and the Younique Royalty Plan, before they sign.

Certain capitalized terms are defined in Section 14 of 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 an Independent Younique Presenter), other Younique Presenters, and Younique, LLC, and to clearly articulate a standard for acceptable business conduct. By signing the Agreement, you are required to comply with all of its Terms and Conditions, with these Policies and Procedures, and with all federal, state, and local laws governing your Younique business and conduct. If you have any questions regarding any policy or rule, do not hesitate to ask your Sponsor or contact Younique Presenter Support by emailing support@yuniqueproducts.com or calling the support and help numbers on www.yuniqueproducts.com.

2.3 - How Are Policy Changes Handled?

Younique reserves the right to update or change the Agreement and/or its Royalty Plan, including these Policies and Procedures. However, if we make changes or revisions, you will be notified through your Presenter-only site. By electronically accepting this Agreement, continuing as an Independent Younique Presenter, or by accepting future bonuses or commissions, you signal your acceptance of any changes that are made.

2.4 - Business Delays Beyond Younique's Control

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

2.5 - Handling Invalid or Unenforceable Policies

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

2.6 - Younique's Right to Enforce Compliance

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

SECTION 3 - BECOMING A PRESENTER

3.1 - Requirements to Become a Presenter

To become a Younique Presenter you must:

- a) Be of the age of majority in your state of residence;
- b) Reside in the United States, or U.S. Territories;
- c) Have a valid Social Security or Federal Tax ID number;
- d) Purchase a Younique Starter Kit (not applicable in North Dakota);
- e) Read and agree to abide by the Company's Statement of Policies and Procedures; and
- f) Submit a properly completed Presenter Application and Agreement to Younique.

New Presenters enroll online at the personal Younique website of a Sponsor. You must complete the Independent Younique Presenter Agreement and agree to all terms and related documents yourself. An existing Younique Presenter and/or your Sponsor must not fill out, sign, or accept the agreement on your behalf. See Section 7.4 for more information on sponsoring. Younique reserves the right to reject any new Presenter Application and Agreement.

3.1.1 - Country of Residence

You must be a legal resident of the United States, or if you are not a permanent 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 information or false tax ID information during enrollment, the individual's Younique account will be closed and the individual will lose any commissions not already paid out. Younique communication, in any form, whether from a Presenter or the corporate office, should not encourage individuals who are not legally authorized to work in their respective countries (United States) to complete the enrollment process.

3.2 - Can a Business Enroll as a Presenter?

Certain types of corporations or businesses can apply to be a Younique Presenter by submitting a Business Entity Registration Form and Presenter Application and Agreement to Younique. If the business enrolls online, Younique must receive the Business Entity Registration Form within 30 days of the online enrollment or the Presenter Agreement will terminate. Any person or entity with a legal or equitable interest in the Independent Younique Presenter business agrees to all of the terms of the Agreement and these Policies and Procedures. If such person or entity violates or is out of compliance with the terms of the Agreement, then the entire Independent Younique Presenter business is out of compliance and subject to disciplinary action as a single entity.

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

3.3 – Identification. During the application process, you must provide your Social Security number (SSN) or a federal Employer Identification Number (EIN) to Younique. Your legal name and Social Security number must be entered as they appear on your Social Security card. Younique is required by law to provide this information to the IRS for 1099 reporting purposes. Failure to comply may result in suspension or cancellation of your Younique Account.

Once your application is submitted and accepted, Younique will assign you a unique identification number, known as a Presenter ID Number, that will be used by you and/or Presenter Support to place orders and track commissions and bonuses. These unique numbers should not be shared with others.

3.4 - Presenter Benefits

When your Presenter Application and Agreement has been accepted by Younique, you have the right to:

- a) Sell Younique products;
- b) Participate in the Younique Royalty Plan;
- c) Recruit and sponsor other Presenters (build your Downline);
- d) Receive Younique literature and other communications;
- e) Access Younique-sponsored support, training, motivational, and recognition functions;
- f) Participate in Younique-sponsored promotional and incentive contests and programs; and

g) Receive access to an online Presenter-only site that facilitates and records your business interactions with Younique.

3.5 - Renewal of Your Younique Business

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

SECTION 4 - PRESENTER RELATIONSHIP WITH Younique

4.1 - Independent Contractor Status

When you join Younique as a Presenter you are an independent contractor. You are not purchasing a franchise or a business opportunity, and the 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 local, state, and federal taxes owed from any compensation earned. Additionally, Younique will not treat you as an employee for federal tax purposes. This means that Younique will not withhold FICA or taxes of any kind from your bonuses and commissions. As an independent contractor you completely control the means by which you operate your Younique business. You will establish your own goals, hours, and methods of sale -- subject to compliance with the Agreement and applicable law. You are solely responsible for paying all expenses incurred in developing your business and are not authorized to incur any debt or obligation on behalf of or in the name of Younique or other Presenters or to open any checking account on behalf of, for, or in the name of Younique.

4.2 - Non-Solicitation of Younique Employees

Younique works hard to ensure it provides the best possible experience for its Presenters. In order to make this possible, we recruit and train employees for your benefit. Because it is expensive to recruit and train employees and critical for these employees to remain loyal to Younique and to you, you are expressly prohibited, without Younique's prior written permission, from soliciting, hiring, offering employment or compensation of any kind, or otherwise using any services of any Younique employee outside of the scope of his/her employment during the term of said employment, or for a period of three years after the employee leaves Younique.

4.3 - No Territory Restrictions or Franchise Fees

There are no exclusive territories granted to anyone for selling, recruiting, or marketing. No franchise fees are required.

4.4 - Income Taxes

Younique will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each U.S. resident Presenter who had earnings of \$600 or more in the previous calendar year. You are solely responsible for paying local, state, and federal taxes on any income generated as an Independent Younique Presenter.

4.5 - Timely Reporting of Errors

If you believe errors have been made regarding commissions, bonuses, charges, or the placement of Presenters in your Downline Organization, you must notify Younique in writing within 60 days of when the purported error or incident occurred.

4.6 - Limitation of Liability

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

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

4.7 - Requests for Records

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

4.8 - Roll-Up of Downline Organization

When a vacancy occurs in a Downline Organization due to the termination of a Younique business, everyone shifts up one level; so the First Level of the terminated Presenter now becomes the First Level of the terminated Presenter's Sponsor.

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

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

- a) Protection of the existing line of Sponsorship must always be maintained so that the Younique business continues to be operated in that line of Sponsorship.
- b) The buyer or transferee must be (or must become) a qualified Younique Presenter. If the buyer is a current Younique Presenter, he or she must first terminate his or her Younique business simultaneously with the purchase, transfer, assignment, or acquisition of any interest in the new Younique business.

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

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

e) Both the Seller and the Buyer must execute the Account Transfer Form located on the Resources tab of the Presenter-only site and email it to accountservices@youniqueproducts.com. Account transfers are processed once each month, and all materials must be received by the fifth (5th) of the month in order to transfer the account that month. Materials received after the fifth (5th) will be processed the subsequent month. Payments will remain in the name of the Presenter until the transfer is processed.

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

The purchaser of the existing Younique business will assume the obligations and position of the selling Presenter. Additionally, if you sell your Younique business you will not be eligible to re-apply as a Younique Presenter for at least six full months after the date of the sale.

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

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

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

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

b) The parties may continue to operate the Younique business jointly on a business-as-usual basis, whereupon all compensation paid by Younique will be paid in the joint names of the Presenters or in the name of the entity to be divided as the parties may independently agree between themselves. In the event that you are unable to resolve a dispute over the disposition of commissions and ownership of the business, your Presenter Agreement will be involuntarily cancelled. Once a spouse or former business affiliate has completely given up their rights in their original Younique business, they are free to enroll under any Sponsor of their choosing and develop their new business the same as any other new Presenter.

4.11 - Succession Due to Death or Incapacitation

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

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

Bonuses and commissions of a Younique business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Taxpayer Identification Number (TIN). Younique will issue all bonus and commission checks and one IRS Form 1099 to the business entity.

4.11.1 - Transfer Upon Death of a Presenter

To affect a testamentary transfer of a Younique business, the successor must provide the following to Younique:

- a) An original death certificate;
- b) A notarized copy of the will or other instrument establishing the successor's right to the Younique business; and
- c) A completed and executed Presenter Agreement.

SECTION 5 - RESPONSIBILITIES OF PRESENTERS

5.1 - Change of Address or Telephone

To avoid any disruption in your business, please notify Younique at least two weeks prior to your address and/or telephone number changing. You can easily make these changes on the Profile page within your Presenter-only site. If you require assistance, please contact Presenter Support at support@youniqueproducts.com. You also must submit a Change of Address Form with the U.S. Postal Service.

5.1.1. - Changing Your Residency to another Country

If you move from your initial enrollment country to another country in which Younique operates, you may cancel your original enrollment agreement and sign a new agreement in the new country. (Note that purchase of new Starter Kit is required.) To change countries, you must have a valid Tax Identification

Number (TIN) for your new country. You will lose any Downline you currently have and will not receive a refund for your original Starter Kit purchase. See Section 12 - Inactivity and Cancellations for additional information on cancellation of your original enrollment agreement. Alternatively, you can submit a Change of Country form (located on the Resources tab of your Presenter-only site) with all required information to finance@youniqueproducts.com and accountservices@youniqueproducts.com. Change of Country submissions will be processed in January of each year, at which point your new enrollment agreement will be processed and activated. Change of Country forms must be received by November 1 of the prior year for your new enrollment agreement to be activated in January. Under this option, you will maintain your current Downline.

5.2 - Changes to Your Younique Business

If information within your Presenter Application, Presenter Agreement, or Profile changes, it is your responsibility to update the information on your Presenter-only site or to notify Younique of the changes.

5.2.1 - Changing From an Individual to Business Entity

You may also modify your existing Presenter Agreement (e.g., change Social Security number to federal I.D. number or change the form of ownership from an individual proprietorship to a business entity owned by the Presenter) by submitting a written request, a properly executed Presenter Application and Agreement, a completed Business Entity Registration Form, and a \$25 change fee. Changes shall be processed only once per year. All changes must be submitted to Younique Account Services by November 30 to become effective on January 1 of the following year. Also see Section 3.2, which will apply to any registered business entity.

5.3 - Leadership and Continuing Development Obligations

When you sponsor another Presenter into Younique, you must take a proactive role in providing assistance and training and in ensuring those in your Downline 1) are aware of Younique Policies and Procedures; and 2) comply with the Agreement, including Policies and Procedures. You must have regular, ongoing contact with Presenters in your First Level and Downline to facilitate this process. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of First Level Presenters to Younique meetings, team meetings, and other functions.

Further, if you become aware, either through your interactions with them or through someone else communicating with you, or from Younique, that a Presenter in your Downline is violating Policies and Procedures either willfully or due to ignorance, you will 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 will be called upon to share this knowledge with newer Presenters.

5.4 - Document Training of Your First Level

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

5.5 - Providing Documentation to Applicants

When you sponsor a new Presenter, you must ensure they have access to and have reviewed the latest version of the Policies and Procedures and the Royalty Plan before the new Presenter signs the Presenter Agreement or signs up online. Copies of the Royalty Plan and Policies and Procedures can be acquired from Younique or downloaded from the Resources tab in your Presenter-only site.

5.6 - Reporting Policy Violations

If you witness or observe a Policy violation by another Presenter, you are obligated to report the violation to support@youniqueproducts.com. Please provide sufficient detail (situation, violation, dates, location, persons involved, etc.) for Younique to act. Younique will make every effort to ensure that your identity, and information you share that may reveal your identity, remains confidential.

5.7 - Adherence to Laws and Ordinances

5.7.1 - Local Ordinances

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to 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 support@YouniqueProducts.com. Younique will work with you to understand and resolve the situation.

5.7.2 - Compliance with Federal, State, and Local Laws

Presenters shall comply with all federal, state, and local laws and regulations in the conduct of their businesses.

5.7.3 - Federal Regulations

Certain federal regulations govern the sales of Younique merchandise. In order to comply with those regulations you must ensure that the following information is contained on each sales receipt:

- a) The date of the transaction;
- b) The date (not earlier than the third business day, i.e., Monday through Saturday, excluding federal holidays, following the date of the transaction) by which the buyer may give notice of cancellation;
- c) Name and address of the selling Presenter; and
- d) The signature of the Purchaser, regardless of whether a credit card was used in the transaction. When you make a sale, you must provide the customer with one copy of the sales receipt and verbally inform the customer of the three-day right of cancellation printed on the receipt.

SECTION 6 - MARKETING YOUR YOUNIQUE BUSINESS

6.1 - Adherence to the Younique Marketing Plan

As a Younique Presenter, you are obligated to market and promote your Younique business only as set forth in official Younique literature and in a manner consistent with Younique Policies and Procedures. You may not offer the Younique opportunity through, or in conjunction with, any other system, program, or offering.

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

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

6.2.1 - Independent Younique Presenter Logo / Identity

Younique grants its Presenters a limited license to use the Independent Younique Presenter logo. This license allows you to use the Independent Younique Presenter logo in communications, including on approved websites, and on items you make for yourself or your team to conduct your Younique business. This license may not be assigned to third parties to produce items for you or your teams. If you would like a third party to produce items that have any Younique logo on them, or if you would like to use a logo other than the Independent Younique Presenter logo, you must get written approval from compliance@youniqueproducts.com. No other use of the Younique logo is permitted and no license for the use of any other Younique mark, name, or logo is permitted.

Logos Approved for Presenter Use

The logos below are NOT APPROVED for Presenter use:

6.2.2 - Trademarks and Copyrights

You may not use Younique trade names, trademarks, copyrighted material, designs, images, or symbols without prior written permission, except as set forth in Section 6.2.1. Video or audio recordings of company events, training, and/or speeches are also copyrighted and may not be utilized or distributed without written permission.

The name Younique is a trademark of Younique, is of great value to the Company, and is supplied to you for your use only in an authorized manner. Use of the Younique name on any item not produced or authorized by the Company in these Policies and Procedures or without specific written permission from the company is prohibited.

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

[Presenter's Name]

Independent Younique Presenter

Example:
Alice Smith

Independent Younique Presenter

You are not allowed to use the name Younique in any form in your team name, a tagline, an external website name, your Personal Website address or extension, in an email address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Younique Presenter in your phone greeting or on your answering machine to clearly separate your Younique business from Younique, LLC. For example, you may not secure the domain name www.buyYounique.com; nor may you create an email address such as Youniquessales@hotmail.com.

There are numerous words, images, phrases, taglines, and/or ideas developed or coined within the Younique community and used by Presenters to promote Younique, their Younique business, or their Younique team. No Presenter can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the Younique community domain for use by all 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 any such words, images, phrases, taglines, names, or phrases as a trademark, copyright, or domain name. If you do, you agree to assign to Younique, LLC any such trademark application or registration, or copyright or domain registration to Younique. In addition, Younique may elect to take disciplinary action against you as provided in Section 11. By entering into the Presenter Agreement and/or renewing your Presenter Agreement, you hereby assign any rights that you may have to or in any such intellectual property to Younique and you further agree that Younique may, at its discretion, seek to register any such words, images, phrases, taglines, names, or phrases as trademarks, copyrights, or domain names, as the case may be.

6.2.3 - Submission of Business or Other Ideas to Younique

Younique values the feedback and ideas that Presenters have for improving our existing products or creating new ones. To that end, Younique has designed a unique compensation model that rewards you for giving us new ideas for products. Those compensation terms are explained more fully in the Royalty Plan. Except as set forth in the Royalty Plan, Younique does not pay for your ideas if you give them to us unsolicited. To that end, by accepting these Policies and Procedures, you acknowledge and agree that Younique has and will have many products and projects in various stages of development and that the result may be similar or identical to your own ideas for products or projects. You also agree that if you submit any creative suggestions, ideas, notes, drawings, concepts, designs, original artwork, or other information (collectively, "Submissions"), you assign to Younique all of your rights in and to them without compensation or payment of any kind, other than what may be described in the Royalty Plan. Unless otherwise specified in writing, this Submissions policy also applies to submissions made as part of any and all Younique contests, promotions, or incentives.

All Submissions and all contest, promotion, or incentive submissions shall be the property of Younique. Younique shall not be obligated to keep them confidential and may use or disclose them for any purpose without further permission from you and without any payment to you. If you have a product, business, creative idea, or creative artwork that you want to sell to Younique outside of the Royalty Plan, DO NOT SUBMIT that idea or artwork to Younique without first obtaining a written non-disclosure agreement from the Younique legal department.

6.2.4 - Advertising Templates and Approval

You may only advertise or promote your Younique business using approved tools, templates, or images acquired through Younique. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Younique advertising department (adapproval@youniqueproducts.com) for consideration and inclusion in the template/image library. Unless you receive specific written approval from Younique to use such self-developed tools, the request shall be deemed denied.

6.2.5 - Altering Packaging, Labels, and Products Prohibited; Adding Personalized Stickers OK

You may only sell Younique products in their original packaging and may not repackage, re-label, or alter Younique products nor the labels on Younique products you sell. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil liability in some circumstances. 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. 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.

6.2.6 - Don't Make False or Exaggerated Product Claims

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

6.2.7 - International Sales

You are only allowed to sell Younique products or offer the Younique opportunity within the United States, U.S. Territories, and those countries in which Younique is operating, as announced in official Younique literature. Signing the Independent Younique Presenter Agreement only authorizes the Presenter to work inside the United States and its territories. Additional documentation and agreements are necessary for U.S. Presenters to sell outside of the United States. International agreements are located within your Profile on your Presenter-only site and must be accepted and transmitted before U.S. Presenters can sponsor and/or sell outside of the U.S.

6.2.8 - Media and Media Inquiries

If a member of the press or media contacts you about Younique or your Younique business, you must contact Younique at mediarelations@youniqueproducts.com before you respond or disclose any information. If Younique requests that you not respond to said press or media inquiry, or requests that you refer the press or media contact to the Company to respond, you agree that you will comply with such requests.

If you wish to proactively contact the media or distribute any form of press release that includes information about Younique, its products, or the opportunity, you must first seek written approval from Younique public relations at mediarelations@youniqueproducts.com.

6.2.9 - Presenter Release

By entering into the Presenter Agreement, you authorize Younique to use your name, photographs, testimonials, and/or likeness in Younique advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any and all photographs or videos taken by or supplied to Younique, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing, or promotional purposes without remuneration.

6.3 - Non-Internet Advertising, Marketing, and Promotion

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

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

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

6.3.2 - Signage

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

6.3.3 - Unsolicited Faxes and Mass Emails

You are not permitted to use or send unsolicited (i.e., to people you do not know) faxes or mass emails to market Younique products or the Younique opportunity.

6.3.4 - Telemarketing

You are not permitted to utilize telemarketing or to make "cold calls" to market Younique products or the Younique opportunity as there are federal and state laws against telemarketing.

6.4 - Online Advertising, Marketing, and Promotion

It is your obligation to ensure your online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Presenters in any way. Websites and Web promotion activities and tactics

that mislead or are deceptive, regardless of intent, will not be allowed. Younique will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

6.4.1 - Domain Names, Email Addresses, and Online Aliases

You are not allowed to use or register Younique or any of Younique's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Younique, LLC. Examples of the improper use of Younique are: Youniquegal@msn.com; www.Youniqueisgreat.com; www.myspace.com/Youniquefan; www.YouniqueProducts.com/official, www.YouniqueProducts.com/usa, www.YouniqueProducts.com/canada, etc., or having "Younique" showing up as the sender of an email.

6.4.1.1 – Allowed Domain Name exception

An exception to having the word "Younique" in a domain name or email address is given in the case of www.YouniqueByJane.com (where Jane is substituted with the Presenter's first or first and last name).

6.4.2.1 - Younique Hotlinks

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

6.4.2.2 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites, or other publically accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming, and/or "spamdexing." Any comments you make on blogs, forums, guest books, etc., must be unique, informative, and relevant.

6.4.3 - Approved Presenter Websites

The term Personal Website refers to the external-facing Presenter website offered by Younique to you for a \$10 monthly fee. The term registered external website refers to your own Younique-approved external website (if you have one) or other Younique-approved Web presence that is hosted on non-Younique servers and has no official affiliation with Younique, LLC. You are not allowed to monetize your Personal Website or your registered external website through affiliate programs, adSense, or similar programs.

6.4.4 - Internet Advertising / Awareness Generation

6.4.4.1 - Online Classifieds

You may not use online classifieds (including, without limitation, Craigslist) to list, sell, or retail specific Younique products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the Younique business opportunity and/or your Younique events, provided Younique-approved templates/images are used. These templates will identify you as an Independent Younique Presenter. If a link or URL is provided, it must link to your Personal Website or your registered external website.

6.4.4.2 - eBay / Online Auctions

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

6.4.4.3 - Online Retailing

You may not list or sell Younique products on any online retail store or e-commerce site, nor may you enlist or knowingly allow a third party (customer) to sell Younique products on any online retail store or e-commerce site.

6.4.4.4 - Banner Advertising

You may place banner advertisements on a website provided you use Younique-approved templates and images. All banner advertisements must link to your Personal Website or a registered external website. 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 opportunity.

6.4.4.5 - Unsolicited Email Spamming / Mass Emailing

You are not allowed to transmit mass, unsolicited emails to promote Younique, its products, or the Younique opportunity to people you do not know, or who have not given you permission to contact them regarding Younique. People who are "opt in" subscribers, who have initiated a request to be included in bulk emailing, newsletter, or other standardized communications from you, are allowed. The use of deceptive subject lines and/or false header information or any other fraudulent tactics is prohibited. The making of unauthorized claims is also prohibited, as more fully described in Section 6.2.6.

6.4.4.6 - Social Networking Sites (Facebook / MySpace / LinkedIn)

You may use social networking sites (Facebook, MySpace, LinkedIn, 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, and your use of these sites must comply with the following guidelines:

1. You are not allowed to use or register Younique or any of Younique's trademarks, product names, or any derivatives (i.e., Younique, Younique Products, YouniqueProducts, etc.) for any Internet domain name, email address, or online aliases. The name of your account must not just state the term "Younique" or use any other trademarked terms of Younique, LLC. This includes product names, incentive trip names,

leadership retreats, or any other corporate events hosted by Younique, promotional campaign, or any other programs. If the term "Younique" is used, it must state in full "Independent Younique Presenter."

2. These sites may not be used for e-commerce through the social media platform. All transaction must take place through your Personal Website (Younique replicated website).

3. Profiles you generate in any social platform where you mention or discuss Younique must clearly identify you as an Independent Younique Presenter.

4. Your participation on any social media platform must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. Do not post any comments, photos, or videos that are rude or offensive to another Presenter.

5. Unprofessional or disrespectful online conduct toward Younique competitors is strictly prohibited. You may not disparage any Younique competitors, their customers, or their products on a social media platform such as Facebook or Twitter.

6. Banner ads and images used on these sites must be current and must come from the Younique approved library.

7. If a link is provided, it must link to your Personal Website or a registered external website. The determination of what is inappropriate is at Younique's sole discretion, and offending Presenters will be subject to disciplinary action and/or termination.

6.4.4.7 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.) You may upload, submit, or publish any Younique-related video, audio, or photo content that you develop and create as long as it aligns with Younique values, contributes to the Younique community greater good, and is in compliance with Younique Policies and Procedures. These submissions must clearly identify you as an Independent Younique Presenter (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not Younique, LLC. You may not upload, submit, or publish any content (video, audio, presentations, or any computer files) received from Younique, LLC or captured at official Younique events or in buildings owned or operated by Younique, LLC without prior written permission from mediarelations@Younique.com. This would include any presentations by speakers or Younique corporate employees given in an auditorium or break-out meeting sessions at a Younique event.

6.4.4.8 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your Personal Website or to a registered external website. The display URL must also be to either your Personal Website or to your registered external site and must not portray any URL that could lead the user to assume they are being led to a Younique Corporate site or be inappropriate or misleading in any way.

6.4.5 - Presenter Websites

6.4.5.1 - Younique Presenter Personal Websites (PWS)

When you sign up as a Younique Presenter you receive a free three-month Younique Personal Website subscription to facilitate the easiest online buying experience for your customers. This free subscription expires three months from your date of enrollment. Beyond this, your subscription can be continued for a \$10 monthly fee. You are solely responsible and liable for the content that you add to your Younique Personal Website and must regularly review the content (every 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:

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

Because your Personal Website resides on an appropriate country-specific Younique domain, Younique reserves the right to receive analytics and information regarding the usage of your website. By default, your Younique Personal Website URL is youniqueproducts.com/Presenter ID #.

If you choose to change this default ID you must choose a uniquely identifiable website name that cannot:

- a) Use the word "Younique" in any form;
- b) Be confused with other portions of the Younique corporate website;
- c) Confuse a reasonable person into thinking they have landed on a Younique corporate page;
- d) Be confused with any Younique team name;
- e) Contain any discourteous, misleading, or off-color word that distracts from Younique's image; or
- f) Identify or be confused with a geographical location, region, state name, or country.

State/province names, country names or abbreviations of these geographical names when used in isolation are not allowed (for example: Alberta.YouniqueProducts.ca, usa.YouniqueProducts.us, or id.YouniqueProducts.us). However, if the geographical name is used with an identifier then it is allowable (for example: janesatlanta.YouniqueProducts.com).

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

6.4.5.2 - External Websites (Non-Personal Websites)

You are allowed one external website (not including a team website you may develop).

6.4.5.3) to personalize your Yunique business and promote the Yunique opportunity. If you wish to develop an external website you must do the following:

- a) Subscribe to a Yunique Personal Website;
- b) Register your external website with Yunique by contacting support@YuniqueProducts.com;
- c) Adhere to the branding and image usage policies described in this document;
- d) Agree to modify your website to comply with current or future Yunique policies;
- e) Agree to redirect or forward your external website to Yunique's corporate home page in the event of the voluntary or involuntary cancellation of your Presenter Agreement.

A blog or website developed on a blogging platform that is developed for the primary purpose of marketing or promoting Yunique products and/or the Yunique opportunity is considered an external website and must be registered with Yunique. Blogs, created by you or others, that are developed primarily for other purposes that mention Yunique and direct traffic to your website(s) do not need to be registered.

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

Per Section 10.5, you may not receive any monetary compensation or exchange for goods and services from any Yunique Presenter to build, host, or maintain their websites, but you are allowed to voluntarily help other Yunique Presenters should you choose to do so. You are not allowed to manage nor have ready access to the database or site administration of any sites you build for your team. Any exploitive actions on websites built for team members are prohibited and seen as a violation of Yunique's philosophy of giving more than you take. All assets, video, pictures, graphics, plug-ins, etc., used on a site you build for your Downline or any other Presenter must be housed on the domain owned by that Presenter, not a domain that you own. If you set up any kind of tracking for a Presenter you may not have access to that information. Absolutely no links on any site you build for a Presenter should link to either your Personal Website or external authorized site. Also, you cannot use the site to promote, market, or link to your Web development business website.

6.4.5.2.1 - External Website Content

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the Yunique brand and adheres to Yunique guidelines and policies. Additionally, your website must not contain disingenuous pop-up ads or promotions or malicious code. Decisions and corrective actions in this area are at Yunique's sole discretion.

6.4.5.2.2 - Independent Yunique Presenter Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your registered external website:

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

Although Younique brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Presenter site and not a Younique Corporate page.

6.4.5.2.3 - External Sites Must Exclusively Promote Younique

Your Younique external website must contain content and information that is exclusive to Younique. You may not advertise other products or services other than the Younique product line and the Younique opportunity. For example, you may not create an Internet retail store where brands other than Younique are offered.

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

Your registered external website must only facilitate the entry into your Younique Personal Website. You may not stock and sell Younique products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Presenter-only site.

6.4.5.2.5 - External Website Termination

In the event of the voluntary or involuntary cancellation of your Presenter Agreement, you are required to remove your registered external website from public view within ten (10) days and redirect (forward) all traffic from that domain to www.YouniqueProducts.com. Your external website may be transferred to another Younique Presenter, subject to Younique approval, on a case-by-case basis.

6.4.5.2.6 - External Website Links

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

6.4.5.2.7 - External Website Naming

Your external website cannot identify a state/province name, country names, or abbreviations of these geographical names when used in isolation (for example: Alberta.YouniqueProducts.ca, usa.YouniqueProducts.us, or id.Younique.us). However, if the geographical name is used with an identifier then it is allowable (for example: janesatlanta.YouniqueProducts.com).

In addition, you must choose a uniquely identifiable website name/URL that cannot:

- a) Use the word "Younique" in any form;
- b) Be confused with other portions of the Younique corporate website;
- c) Confuse a reasonable person into thinking they have landed on a Younique corporate page;
- d) Be confused with any Younique team name;
- e) Contain any discourteous, misleading, or off-color word that distracts from Younique's image; or
- f) Identify or be confused with a geographical location, region, state name, or country.

6.4.5.3 - External Team Websites

You may use team websites for the purposes of connecting, communicating, training, education, and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password-protected. A team website must not be used to promote your team and cannot have links to the Elite's PWS or external site. Elites cannot use their team name in the URL of their PWS or external site. You may build a team website on social media platforms so long as it complies with the guidelines in Section 6.4.4.6 and it must be private with the activity of the group not represented outside the group. All team websites must be registered with Younique by contacting Presenter support at support@youniqueproducts.com. Because team websites must be password protected, please be sure to provide a user name and password so that Younique may review the site.

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

1. Do not submit sitemaps to search engines.
2. Add this meta code to your site: `<Meta name = "Robots" Content = "Noindex, Nofollow">`. This will prevent search engines from indexing your site.
3. Don't add other meta data such as meta descriptions, titles, or tags to the code of the site. If you have any such meta data on your site you'll need to remove it.
4. Publish a robots.txt file to the site with a disallow tag so crawlers won't visit any pages on the site.

6.5 - Commercial Outlets and Trade Shows

6.5.1 - Commercial Outlets / Retail Stores

You are not allowed to offer Younique products for sale in any permanent retail or service business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders in conjunction with a Younique Event. Such displays may be in or near retail locations, provided that you comply with all applicable laws and have permission from the property owner. Cash-and-carry

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

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

6.5.2 - Reselling

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

6.5.3 - Cooperative Advertising and Promotion with Retail Entities

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

SECTION 7 - OPERATING YOUR YOUNIQUE BUSINESS

7.1 - Product Sales

To be eligible for bonuses, commissions, and advancement, you must meet the milestones and requirements set forth in the Royalties Plan.

7.2 - Sales Receipts

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

7.3 - Ordering and Shipping

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

7.4 - Sponsoring

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

7.4.1 - Can I Change Sponsors?

No. To protect the integrity of all Downline Organizations, Younique does not allow voluntary changes in sponsorship except under exceptional circumstances. Please consider carefully before enrolling. You may, however, change Sponsors by cancelling your Younique business and remaining inactive for six (6) months. Spouses and/or other members of your Household may not enroll during that six-month period. Following this six-month period, you may reapply under a new Sponsor and will be required to purchase a new Starter Kit. Younique will consider waiving the six-month inactivity period under exceptional circumstances. Such requests for a waiver must be submitted to Younique Account Services in writing by emailing accountservices@YouniqueProducts.com.

7.4.2 - Responsibilities of a Sponsor

If, in the opinion of Younique, you are failing to train, recognize, inform and/or motivate a First Level Presenter, or you fail to comply with any applicable Policy, Younique may, at its sole discretion, opt to remove your Downline, reduce the leadership bonus, and/or cancel your Presenter Agreement. For more information on your responsibilities as a Sponsor, see Section 5.3.

7.4.3 - Can a Minor Enroll in Younique?

You may not recruit or enroll a person who is recognized as a minor in his or her state of residence. It is your responsibility to know the age of majority (or adulthood) in the states in which you sponsor other Presenters.

7.4.4 - Marketing the Business Opportunity: Limitation on Recruiting Efforts

You may not offer any monetary inducement to encourage others to join your Younique team. This includes, but is not limited to, offers to pay for new recruits' Starter Kits, offers of free product, gifts, and offers to provide incentives if new recruits reach milestones within a certain time period. The initial transaction to become a Younique Presenter (i.e., purchasing a Starter Kit) must be a stand-alone transaction between Younique and the prospective Presenter and cannot be linked to any future performance, milestones, or promises.

7.5 - One Younique Business per Presenter and per Household

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

If spouses choose to operate a Younique business, they must be jointly sponsored as one Younique business. Spouses, regardless of whether one or both actually sign the Application and Agreement, may not own, operate or participate in (either directly or indirectly) any other Younique business. Spouses may jointly operate one Younique business without submitting a Business Entity Form. All other business partnerships must submit a Business Entity Form (see Section 5.2.1).

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

7.5.1 - Actions of Household Members or Affiliated Individuals

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

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

7.6 - Business Pursuit Insurance

You may wish to secure insurance for your business. Neither your homeowner policy nor your automobile policy covers business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected. This can often be accomplished with a business pursuit endorsement attached to your present homeowner and automobile policies.

7.7 - Product Liability Coverage

Younique maintains insurance to protect it and Presenters against product liability claims. Younique's insurance policy contains a vendor's endorsement, which extends coverage to Independent Younique Presenters, as long as they are marketing Younique products in accordance with Company Policies and applicable laws and regulations. Younique's product liability policy does not extend coverage to claims or actions that arise as a result of a Presenter's misconduct in marketing the products.

SECTION 8 - PAYMENT

8.1 - Insufficient Funds

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

8.2 - Returned Checks

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

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

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

8.4 - Sales Taxes

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

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

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

The only instance where sales tax does not need to be collected is when the non-profit organization purchases product for its own use, or if the non-profit organization provides a sales tax permit/resale certificate and pays the Presenter directly for the products. Presenters should email salestax@YouniqueProducts.com both the Non-Profit's sales tax permit/resale certificate and a photocopy of the check demonstrating the organization paid the Presenter directly.

Outside of fundraising events, if you sell products to a tax-exempt customer for their own use, Younique requires you to send a copy of the sales tax exemption certificate or ID card by email to salestax@YouniqueProducts.com. After submission, create the tax-exempt Purchaser as a new customer in your Workstation and the finance department will mark the entity as tax-exempt so that tax is not assessed when future orders are placed.

SECTION 9 - WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES

9.1 – The Younique Quality Gaurantee

Younique stands behind all of its products. We are happy to exchange or refund (when applicable) any defective item within 30 days of purchase. Please contact support@yuniqueproducts.com should you need assistance with a return.

If you have an item that is not defective but you need a credit or exchange, we are happy to do so within 15 days of the original purchase date.

9.1.1 - Altering Younique Products

Embellishing, stickering, or altering Younique products with products other than Younique is prohibited and automatically voids the Quality Guarantee.

9.2 - 30-Day Exchange Guarantee

A 30-day exchange policy is in place for items that were damaged during shipping or have a manufacturer's defect.

9.3 – 15-Day Return Guarantee

A 15-day return policy is in place for items to be returned for a refund. Resalable items will be assessed a 10% restocking fee, while items that Younique is not able to resell (such as opened cosmetics) will be assessed a \$5.00 or 20% handling fee, whichever is greater. Refunds minus fees will be issued within 14 days of receipt of the returned item(s).

9.4 – Return of Commissions earned

Younique may, at its discretion, retrieve or reverse any bonuses, commissions, or status advancements received by a Presenter as a result of the returned order.

9.5 – Other rules. Other rules regarding returns, exchanges, and replacements are set forth in www.youniqueproducts.com/returns.

SECTION 10 - RESTRICTIONS ON PRESENTER ACTIVITIES

10.1 - Bonus Buying

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

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

As an Independent Younique Presenter:

- a) You may not use your credit card to enroll another Younique Presenter under you or anyone else. If a potential recruit does not have a credit card, one solution is to have them purchase a Visa Gift Card (usa.visa.com/personal/cards/prepaid/visa_gift_card.html; available online or at most department stores). You must be able to prove that anyone signing up as a recruit under you did so with full knowledge and understanding of the terms of the Presenter Agreement.
- b) You may not offer to pay for all or any portion of a recruit's enrollment, nor may you offer gifts, incentives, or anything of monetary value in exchange for enrolling. Once a recruit has joined your team,

you are free to offer them incentives to encourage behavior, but not before they enroll. Furthermore, you may not advertise on your Personal Website, external website, blog or any other location or media that you will discount the price or reimburse all or any portion of the price of the New Presenter Starter Kit, or offer any kind of gift or incentive, if they enroll under you in Younique. Working with a Host to enroll, and then transferring the benefits they receive from the party to start-up Presenter benefits, is acceptable.

c) You may not purchase Younique products, either directly or by placing orders or purchasing product from another Presenter (regardless of who ends up with the product), in a manner that results in you qualifying for a rank advancement or achieving an incentive trip, reward, or recognition. You must be able to demonstrate at least 70% of your total monthly Personal Retail Volume (PRV) is sold to customers outside your Household, and/or have at least five customers outside your Household place orders each month. If you are building up inventory for a show or event, this is allowed as long as you can provide Younique evidence of the show/event upon request. Younique regularly audits bank advancements, promotions, and incentive trips to identify instances of bonus buying. Younique must be vigilant in ensuring that orders are placed on behalf of Younique customers through their Independent Presenters. Failure to comply with any of the Bonus Buying policies listed above jeopardizes Younique, LLC under federal regulations prohibiting pyramid schemes. If you participate in any of these activities, you are putting both your own Younique business and others' at risk!

10.2 - Fraudulent Behavior

Younique Presenters and the Hosts you work with are obligated to deal fairly and honestly with your customers. If a Younique Presenter's interactions are dishonest or fraudulent in any way, including but not limited to accepting customer payment but failing to place or deliver orders, they will be immediately suspended. In such situations, Younique's top priority is to work promptly with the suspended Presenter's Upline Elite, the Host involved, and/or the customer directly, to quickly fulfill customer orders and commitments. Once all customers are made whole, Younique will turn its attention to investigating the fraudulent behavior and recovering its losses. If the investigation confirms fraudulent behavior, the suspended Presenter's Agreement with Younique will be permanently cancelled and all pending compensation checks will be held and the value of the replaced product(s), as well as applicable shipping and service charges will be deducted. Where appropriate, these individuals will be turned over to legal authorities. If you become aware of fraudulent behavior, please contact Younique at support@YouniqueProducts.com.

10.3 - Inventory Purchases

The Younique program is designed so that you do not need to invest in and stock inventory for resale purposes. As such, you are prohibited from purchasing more than \$1,000 per month in products, unless you can certify to Younique that you have pending retail orders in excess of \$1,000 or provide Younique with other business reasons why such a purchase is necessary.

10.4 - Using Income Claims in Recruiting Efforts

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

Younique opportunity or Royalty Plan with a prospective Presenter, you may not make income projections or income claims or disclose information about your personal Younique income. You may use hypothetical income examples to help her understand how the Royalty Plan operates as long as 1) you make clear to the prospective Presenter(s) that the earnings example is purely hypothetical; and 2) you provide each prospective Presenter a copy of Younique's official income disclosure statement. If Younique has not published or made available an official income disclosure statement, you may not use hypothetical income examples.

10.4.1 - Indemnification

You are fully responsible for all verbal and written statements made regarding Younique products and/or the Royalty Plan that are not expressly contained in official Younique materials. You agree to hold Younique, Younique directors, officers, employees, and agents harmless from any liability as a result of any unauthorized representations or actions by you. This provision shall survive the termination of the Presenter Agreement.

10.5 - Conflicts of Interest

10.5.1 - Participation in other Direct Selling Ventures

You may not participate in other direct selling ventures (including party plan, network marketing, and multilevel marketing) whose primary product line/offering compete with Younique. If you have questions about a specific company and whether or not there is a conflict, please contact support@YouniqueProducts.com. Continued participation in other ventures may result in disciplinary action according to Section 11.1.

10.5.2 - Presenters Selling to Other Presenters

As a Younique Presenter you, or members of your Immediate Household, are not allowed to sell any 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. Additionally, you are not allowed to use Younique information, events, websites, or assets to sell non-Younique products to Younique Presenters.

If you have a business idea that is related to Younique, you have a choice of four options:

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

10.5.3 - Nonsolicitation

Subject to compliance with Section 10.5.1 above, you may participate in other direct selling ventures (including party plan, network marketing, and multilevel marketing); however, if you elect to participate in another such business, you are prohibited from Unauthorized Recruiting as described below:

a) While you are a Younique Presenter, and for a period of six months following the cancellation of your Presenter Agreement, you may not attempt to recruit or enroll Younique customers or Presenters for other direct selling business ventures directly or through a third party. This includes presenting or assisting in the presentation of other business opportunities, or implicitly or explicitly encouraging any Younique customer or Presenter to join other business ventures.

b) You may not offer literature, CDs/DVDs, or promotional materials for another direct selling business to Younique customers or Presenters, nor may you allow any third party to recruit Younique customers or Presenters for another business venture.

c) You may not sell or promote any competing non-Younique products to Younique customers or Presenters. This would include any product in the same general category as Younique products.

d) You may not offer Younique products or promote the Younique Royalty Plan in conjunction with any non-Younique products, services, business plan, opportunity, or incentive.

10.5.4 - Online Reports and Information

Younique will make available to you through your Presenter-only site information and reports (i.e., Downline reports, order history reports, contact lists, etc.) needed to run and grow your Younique business. All Presenter-only site information and reports are confidential and are classified as proprietary information and business trade secrets exclusively belonging to Younique. This 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. When working with this information, you agree that you will not:

a) Directly or indirectly disclose any information contained in any online Younique report to any individual, partnership, association, corporation, or other entity;

b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to your Presenter-only site;

c) Use the information contained within your Presenter-only site or on a report to compete with Younique or for any purpose other than promoting or supporting your Younique business; or

d) Recruit or solicit any Younique Presenter listed on any Downline report for another direct selling venture, or in any manner attempt to influence or entice any Presenter to alter his or her business relationship with Younique.

10.6 - Targeting Other Direct Sellers

Younique does not condone consciously targeting the sales force of another direct sales company for recruiting purposes, nor does Younique condone the solicitation of sales representatives from another

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

10.7 - Cross Sponsoring

Cross sponsoring occurs when a Presenter knowingly enrolls (or attempts to enroll) another Presenter or a former Presenter under her when that Presenter is enrolled in a different line of sponsorship, or the former Presenter was enrolled in a different line of sponsorship within the past six months. This behavior is strictly prohibited. The use of any real or fictitious name, identification, or ID number in an effort to circumvent this policy is considered fraudulent behavior and will not be tolerated. Additionally, you are not allowed to demean, discredit, or defame other Younique Presenters in an effort to entice another Presenter to become part of your Downline Organization.

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

10.8 - Negative and Disparaging Remarks

While Younique welcomes constructive input from its Presenters, negative comments and remarks made by Presenters about Younique, its products, or Royalty Plan, however, serve no purpose other than to sour the enthusiasm of other Younique Presenters. For this reason, you must not disparage Younique, other Younique Presenters, Younique's products, the Royalty Plan, or Younique's board of directors, officers, or employees. If you disparage any of these parties, it is considered a material breach of your Presenter Agreement, and you will be subject to disciplinary action. See Section 11.1.

10.9 - Making Claims Regarding Government Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any specific direct selling or network marketing companies or programs. Therefore, you shall not represent or imply that Younique or its Royalty Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

10.10 - Client Information

Your client database is to be used solely for the purpose of running your Younique business; it may not be sold, copied, and/or distributed to any person, Presenter, or company for any reason. Younique may use your client database in connection with marketing and sales promotions related to your business, the Younique opportunity, or other Younique promotions.

10.11 - 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 Presenter's business prior to the public announcement of such information by Younique. Such information may include, but is not limited to, any information gained through relationship, conversation, or communication with Younique employees, directors, or corporate officers, and includes all information that has not been publicly announced. Any actions taken prior to a public announcement will be deemed to be a violation of the Presenter Agreement and subject to disciplinary proceedings as defined in Section 11 of this Agreement, including termination of your Presenter status. For further clarification, please see the definition of Nonpublic Information in Section 13 of this Agreement.

SECTION 11 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 - Disciplinary Sanctions

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

- a) A written warning or admonition;
- b) A requirement that you take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from bonus and commission payments;
- d) Loss of rights to one or more bonus and/or commission payments;
- e) Suspension of your Presenter Agreement for one or more pay periods;
- f) The removal of a First Level Presenter and their Downline Organization from your Downline Organization;
- g) Involuntary termination of your Presenter Agreement; or
- h) Any other measure allowed within any portion of the Agreement, or which Younique deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or contractual breach.

Younique may withhold from you all or part of your bonuses and commissions while the Company is investigating any potential or alleged misconduct. If your Younique business is cancelled for disciplinary reasons, you will not be entitled to any commission or bonus withheld during the investigation period. Younique may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

11.2 - Results of Suspension or Termination

If a Presenter has been terminated or suspended, they must cease to sell Younique products, including stock on hand. The Presenter may not participate in any parties, fairs, or shows, including those scheduled

prior to suspension or termination, during the period of suspension or termination. Once the suspension has expired, or the terminated Presenter has been reinstated, they may resume all selling activities. If you are terminated you may return unused goods subject to Section 9.3 of this agreement.

11.3 - Grievances and Complaints

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

11.4 - Alternative Dispute Resolution

Any dispute or claim arising from or relating to the Agreement (including these Policies and Procedures), or any other claim or grievance against Younique in any form whatsoever, including but not limited to, economic losses, personal injury, property damage, will be subject to mediation at Younique's corporate address using a neutral mediator of Younique's choosing. In the event that Younique and the Independent Presenter are unable to resolve their dispute through mediation, Younique and the Independent Presenter will be subject to final and binding arbitration to be held in Salt Lake City, Utah.

The arbitration will take place before a panel of three arbitrators to be selected as follows: the Independent Presenter shall select one arbitrator, Younique shall select one arbitrator, and the selected arbitrators will select the third arbitrator. The third arbitrator shall be an attorney. The party initiating the arbitration will identify its arbitrator in its written demand for arbitration to the other party. The other party shall identify its arbitrator within five (5) days of receipt of the notification of intent to arbitrate, and the third arbitrator must be selected within five (5) days of the appointment of the second arbitrator. Younique shall pay the fees of its selected arbitrator, the Independent Presenter shall pay the fees of his/her selected arbitrator, and Younique and the Independent Presenter shall pay equal shares of the third arbitrator's fees. The dispute will be subject to rules of arbitration agreed upon by the majority vote of the arbitrators and will be communicated to the party within ten (10) days after the arbitration panel has been completed.

The prevailing party in any arbitration proceeding shall be entitled to receive from the losing party all costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrators shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The decision of the arbitrators shall be final, and there shall be no right to appeal such decisions in any court or judicial system. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent Younique from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Younique's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

Additionally, any dispute you have with Younique for any act or omission relating to or arising from this Agreement must be brought within one year from the date of the alleged misconduct, and by accepting

this Agreement, you waive all claims that any other statute of limitation applies. Further, by accepting this Agreement you agree and covenant not to file suit against Younique, any of its affiliates, subsidiaries, officers, directors, or employees for any claim or grievance you may have arising from your status as an Independent Presenter of Younique.

11.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Utah County, in the state of Utah unless the laws of the state in which you reside expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Presenter resides expressly require the application of its laws.

SECTION 12 - INACTIVITY AND CANCELLATION

12.1 - Effects of Voluntary or Involuntary Cancellation

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

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

12.2 - Cancellation Due to Inactivity

In order for your account to remain in active status, you must generate 250 points or more in PRS in a three-calendar-month period. For example, if your PCV for the month of May is 250 or more, your account will remain active for the next three months; June, July, and August. If your PCV totals are 250 or more in July, your account will remain active for August, September, and October. If the required 250 in PCV is not met within the three-month period, your account may be cancelled for inactivity. Younique will not provide written confirmation of the cancellation.

12.3 - Voluntary Suspension

If you can't meet Younique's minimum sales requirements for an extended period of time due to pregnancy, adoption, personal illness, family illness, or natural disaster, you can voluntarily suspend your Agreement for up to three calendar months by contacting Account Services at accountservices@YouniqueProducts.com to begin the suspension. You lose all Presenter benefits and

privileges during the suspension and no activity can occur (i.e., no orders; no commissions; no trips earned, etc.), but your Downline and title stays intact. Your status will revert to normal at the end of the third calendar month unless you reengage sooner by contacting Younique Account Services. You may use this benefit not more than once in every twenty-four (24) months. If you are impacted by foreign military service assignments, please contact Presenter Support, and your position with Younique will be held until your service is complete.

12.4 - Involuntary Cancellation

Your violation of any of the terms of the Agreement, including any amendments that may be made by Younique at its sole discretion, may result in any of the sanctions listed in Section 11.1, including the involuntary cancellation of your Presenter Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to your last known address, or when you receive actual notice of cancellation, whichever occurs first. Younique expressly reserves the right to cancel all Presenter Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

12.5 - Voluntary Cancellation

You have a right to cancel your Presenter Agreement at any time, regardless of reason. Cancellation must be submitted in writing to Younique Account Services. Your notice must include your name, address, Presenter ID number, and signature.

SECTION 13 – DEFINITIONS

Active First Level Presenter All First-Level Presenters who have \$125 in Personal Retail Sales in the current month. Every Younique Presenter must achieve at least \$125 in monthly PRS to be considered "active" towards the Royalties Program.

Agreement - The contract between the Company and each Presenter that includes the Presenter Application and Agreement, the Younique Policies and Procedures, the Younique Royalty Plan, and the Business Entity Registration Form (where applicable). These documents are collectively referred to as the Agreement.

Bonus - The compensation paid to a Presenter for leadership activities and earned incentives, as provided in the Younique Royalty Plan.

Cancellation - The termination of a Presenter's business. Cancellation may be either voluntary or involuntary as a result of non-renewal or inactivity.

Commission - The compensation paid to a Presenter for the sales of commissionable Younique products represented as a percentage of retail volume, as provided in the Younique Royalty Plan.

Purchaser - An individual who purchases Younique products through a Presenter.

Downline and Downline Organization - The Presenters sponsored below a particular Presenter.

Downline Report - A real-time report generated by Younique and accessed through each Presenter's Presenter-only site that provides critical data relating to the identities of Presenters, sales information, and enrollment activity of each Presenter's Downline Organization. This report contains confidential and trade secret information that is proprietary to Younique.

First Level - All Presenters in the First Level of a Presenter's Downline.

Household - People residing in the same dwelling, regardless of familial relation.

Immediate Household - Heads of household, their spouses or significant others, and dependent family members residing in the same house are all immediate household members.

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 Retail Sales (PRS) - The sum of the retail value of commissionable products sold to a Presenter or his/her Purchasers.

Resalable - Products and sales aids shall be deemed resaleable if each of the following elements is satisfied:

1. They are unopened and unused;
2. Packaging and labeling has not been altered (including stickers/labels) or damaged;
3. 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
4. Products must be included in the current version of the Younique catalog. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be considered resaleable.

Downline and Downline Organization -- the Presenters sponsored below a particular Presenter, and, if applicable, the organizations of such Presenters.

Sponsor - A Presenter who enrolls another Presenter into the Company, and is listed as the Sponsor on the Presenter Application and Agreement. The act of enrolling others and training them to become Presenters is called sponsoring.

Starter Kit - A selection of Younique training materials, product samples, and business support literature that each new Presenter is required to purchase.

Suspension - Temporary removal of Presenter privileges (ability to sell and/or recruit). Suspension can be voluntary or involuntary.

Termination - Permanent removal of Presenter privileges.

Upline - This term refers to the Presenter or Presenters above a particular Presenter in a sponsorship line upward all the way to the Company. Conversely stated, it is the line of sponsors that links any particular Presenter to the Company.