

PART 6: TERMS AND CONDITIONS

Unless the context requires otherwise, capitalized terms used herein shall have the meanings set forth in Youngevity's Policies and Procedures.

I, the undersigned applicant named in Box 1 of Part 1 hereby submit this application ("Application") to be a Preferred Customer / a Brand Associate ^(*delete whichever not applicable) of Youngevity Global, LLC-Philippine Branch (hereinafter referred to as "Youngevity"), and agree to be bound by and subject to the following terms and conditions:

Application, Representations and Warranties

- I acknowledge and agree that my Application is subject to Youngevity's approval. Youngevity may, in its sole discretion, refuse or accept my Application.
- I hereby represent and warrant to Youngevity that:
 - I am of legal age in the Country to enter into the Agreement.
 - I am eligible and have the legal capacity to submit this Application and enter into the Agreement.
 - I am a citizen or resident of the Country, and I am not an un-discharged bankrupt.
 - I am sponsored by an existing Distributor.
 - I have submitted / provided the following documents to Youngevity:
 - This Application, electing under Part II of the Application to be a Preferred Customer or a Brand Associate, duly completed and signed by me;
 - A photocopy TIN and valid government issued ID;
 - A preferred method of payment; and
 - My bank account details in the Country (applicable for Brand Associate Application).

Agreement

- The Youngevity's Policies and Procedures and Youngevity's Compensation Plan are incorporated into this Application. This Application, Youngevity's Policies and Procedures, Youngevity's Compensation Plan, and any other agreements, policies, guidelines, rules, programs and offers with or from Youngevity which will be made available through any official literature or media of Youngevity, and as may hereafter be amended or supplemented (collectively referred to as the "Agreement"), constitute the entire agreement between Youngevity and I, and supersedes any and all prior communications, agreements, arrangements and understandings relating to my participation as a Preferred Customer or a Brand Associate (as the case may be).
- I have read and agree, upon becoming a Preferred Customer or a Brand Associate (as the case may be), to be bound by the terms of the Agreement.

Independent Contractor

As a Brand Associate:

- I agree and represent that my relationship with Youngevity established under the Agreement is that of an independent contractor, and I am not an agent, employee, legal representative, partner or franchisee of Youngevity or my Placement Distributors or Enrollers. I further understand and agree that I shall not be treated as an employee for tax purpose or under any relevant domestic labor laws applicable to employee.
- I shall be personally responsible for the compliance with all applicable laws and regulations (local and national), and I shall pay all applicable income taxes, self-employment taxes, Goods and Service Tax (GST), Value-Added Tax (VAT) and/or local license fees that may arise or become due as a result of my activities under the Agreement.

Term and Renewal of Term

- The term of the Agreement between Youngevity and I is one (1) year from the date Youngevity approves my Application.
- I agree and understand that membership is automatically renewed annually subject to the same terms and conditions; and of my participation in Youngevity under the terms of the Agreement.

Responsibility and Compensation

- If Youngevity approves my Application, I will be assigned with an identification number, which I must quote when placing orders or tracking my commissions and bonuses (if any).
- Compensation:
 - Preferred Customer: I understand that as a Preferred Customer, I am not eligible nor entitled to receive any commission, bonus or any other payment from Youngevity.
 - Brand Associate: I understand that my success as a Brand Associate and in building Youngevity's business is dependent upon my personal efforts, commitment and knowledge. I further understand that the compensation payable by Youngevity to me is based on the computation and requirements set forth in Youngevity's Compensation Plan. In order to be eligible to receive commission, bonuses and any other payments, I must meet all requirements outlined in Youngevity's Compensation Plan.

Termination

- Either Youngevity or I may terminate the Agreement in accordance with the provisions of Youngevity's Policies and Procedures. The written notice of termination from me shall bear my original signature, printed name, address, and Youngevity identification number.
- Upon the expiry or termination of the Agreement for any reason, I understand and agree that I will permanently lose all rights and benefits under the Agreement, subject to the terms set out in the Agreement.
- The termination or expiration of the Agreement shall not affect any rights and remedies of Youngevity accrued prior to such termination or expiration nor relieve any party of liability for any breach of the Agreement occurring prior to the termination or expiration.

Amendment

- Youngevity may, in its absolute discretion unilaterally amend any terms of the Agreement. The continuation of a Marketing Organization or acceptance of commissions and/or bonuses from

Youngevity or placing further orders with Youngevity constitutes my acceptance of any such amendments. I agree to abide by any and all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate the Agreement.

Intellectual Property

- I understand and agree that I am not authorized to use the Intellectual Property of Youngevity except with the prior written approval of Youngevity. I shall abide by the provisions relating to Intellectual Property set forth in the Policies and Procedures.

Accuracy of Information

- I shall not submit inaccurate, false or misleading information to Youngevity. I hereby confirm the accuracy of all information furnished by me in my Application or in any other document to Youngevity.
- I shall promptly inform Youngevity of any changes affecting the accuracy of any information submitted to Youngevity. Youngevity may immediately terminate the Agreement with me if false or inaccurate information has been provided to Youngevity.
- Youngevity shall in no event be liable for any loss, damage, cost or expense howsoever arising out of any false, inaccurate or misleading information or my failure to update Youngevity of any changes to such information.

Communication

- I consent to Youngevity sending me email messages or contacting me through any communication medium which Youngevity deems appropriate in relation to any matters that Youngevity considers relevant to my participation under this Agreement.

Publication of Information

- I consent to Youngevity publishing in any of its official materials, whether print, audio, video, internet website, social media and social networking, my name, photograph, country and city of residence, a general description of the amount of commissions, bonuses, awards, prizes and recognition paid to me, and any other information that Youngevity may choose to publish about me for the purposes of marketing and providing information about Youngevity's business to any person.
- I consent to Youngevity using or processing all my personal data and information submitted to Youngevity in connection with all aspects of the Youngevity business.

Indemnity and Limitation of Liability

- I agree to defend, indemnify and hold harmless Youngevity, its shareholders, officers, directors, employees, agents, successors and assigns from all claims, suits, demands, proceedings, liabilities, loss, damages, expenses and costs including legal fees suffered or incurred by Youngevity from any acts or omissions committed by me, including any breach of any terms, conditions, representations or warranties under the Agreement, or any other claims or causes of action.
- I agree that Youngevity shall not be liable for any consequential, special, indirect, punitive or exemplary damages, including loss of profits or commission or bonus arising from or related to any breach of any terms, conditions, representations or warranties under this Agreement.

Assignment and Delegation of Rights

- I agree that I may not assign my rights, interest, benefits, defenses or delegate my duties (or any part thereof) under this Agreement to any person or entity without the prior written consent of Youngevity.
- Any terms, interests, rights, benefits, defences, exemptions or limitations in the Agreement shall not be enforceable by any third party.

Severability and Waiver

- Should any provision of the Agreement (or part thereof) be, or is found to be, invalid or unenforceable under, or in violation of applicable laws, such provision will be deemed ineffective only to the extent of such invalidity, unenforceability or violation. This shall not invalidate or render unenforceable the remaining of that provision and any other provisions of the Agreement.
- Any waiver of any kind of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default shall not impair any right, power, or remedy which Youngevity may have with respect to a future breach or default under the Agreement. All rights and remedies conferred by the Agreement, by any other instrument, or by law, are cumulative, and may be exercised singularly or concurrently.

Governing Laws and Dispute Resolution

- This Application shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- Any dispute arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement, shall be referred to and finally resolved by arbitration in reference to Philippine Arbitration Law and the UNICTRAL Model Law. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise) shall be entitled to an award of legal fees and costs on an indemnity basis.

I hereby confirm and acknowledge that I have read and understood the terms and conditions of the Agreement, and I have had the opportunity to have the Agreement reviewed by a legal counsel of my choice.

Name:

Date