

**BUSINESS DEVELOPMENT AGREEMENT**

This Business Development Agreement (the "Agreement") is entered into by and between Jeunesse Global, LLC ("the Company" or "JEUNESSE") and (USERNAME) and (ACUTAL NAME) (Username:) (collectively referred to as "Distributor", PK#: , Country: USA) effective (the "Effective Date") in which the parties agree as follows:

**1.0 RECITALS**

**1.1** The Company is an international direct selling organization that operates and distributes certain youthful aging products through independent distributors worldwide.

**1.2** Distributor has substantial knowledge and experience in distributing products throughout various markets through the direct sales channel, and more specifically, with companies that pay commissions using a multi-level structure.

**1.3** The Company desires to provide additional incentives to Distributor to develop JEUNESSE business in accordance with the terms and provisions of this Agreement.

**1.4** Therefore, for good and valuable consideration, including the promises made by each party and the acts taken in accordance therewith, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**2.0 BUSINESS DEVELOPMENT PAYMENT**

**2.1** Distributor agrees to focus his exclusive full-time efforts to build a sales organization, which includes, but is not limited to: recruiting, training, product demonstrations and sales, and all other activities that will promote product sales and recruitment within the Distributor's sales organization. To support Distributor's efforts in building the JEUNESSE market, the Company will provide additional support as set forth in this Agreement.

**2.2** Distributor shall receive the following additional support from the Company:

2.2.1 Company shall "Top Up" Distributor's earnings monthly to \$10,000 less the commissions, bonuses and promotions earned by Distributor pursuant to the Company's Financial Rewards Plan for that month. The Top Up shall be paid for up to six months, beginning with the month of (DATE) and ending (DATE), so long as the Distributor achieves the following unencumbered PGV (Personal Group Volume) targets. Volume used to pay a BDA Top Up will not be used in calculating or paying earnings from any promotion (e.g., GPS). "Unencumbered" means PGV from distributors that are not receiving compensation from the Company under terms similar to this Agreement (BDA compensation):

Month 1	PGV 10,000
Month 2	PGV 20,000
Month 3	PGV 30,000
Month 4	PGV 40,000
Month 5	PGV 50,000
Month 6	PGV 60,000

In the event Distributor does not meet each monthly target, but generates at least 50% of the target, Company shall top up the distributor to the pro rata reduced monthly amount based on the amount of PGV generated in the month over the required targets set forth herein. Notwithstanding anything herein to the contrary, Distributor shall not receive any compensation or payments from the Company pursuant to the terms of this Agreement UNLESS the Distributor

qualifies at the rank of Executive or higher. In other words, Distributor must personally sponsor at least one person in his/her position's left leg and at least one person in his/her position's right leg.

Payments under this paragraph shall be placed by Company into Distributor's wallet by the 10th of the following month. The Company will withhold taxes from the payments where required by law.

**2.3** The Term of this Agreement shall commence on the Effective Date and shall continue for twelve (12) months (the "Term"). The Agreement may be terminated earlier by the Company upon the occurrence of any one or more of the following acts, events or conditions (hereinafter "Event(s) of Termination"):

2.3.1 Distributor shall commit a material breach of contract by failing to exercise its best efforts to develop Jeunesse Global business,

2.3.2 Distributor files for bankruptcy protection (or seeks other protection from creditors), or becomes insolvent, defunct, or ceases to operate as a going concern,

2.3.3 Distributor fails to be "Active", as defined in the Financial Rewards Plan in any one month during the term hereof, or fails to qualify for earnings in a commission month for whatever reason, or

2.3.4 Distributor violates the Policies and Procedures of Company which results in suspension or termination of the distributorship position referenced in this Agreement.

**2.4** Upon the occurrence of any Event of Termination (whichever shall first occur), the Company shall have no obligations to Distributor, including any obligation to make any business development payment to Distributor pursuant to the terms of this Agreement.

**2.5** The Distributor may not count the PGV (Personal Group Volume) from the sale of the Jeunesse products in Greater China (China, Hong Kong, Taiwan, Macau) and India during the term of this BDA.

**2.6** Distributor agrees to work exclusively with Company for the Term. Distributor agrees to focus his/her exclusive full-time efforts to build his or her sales organization and its volume and is prohibited, directly or indirectly, from becoming or engaging in activity as a distributor of or promote any new multi-level marketing (MLM) or network marketing program during the one-year term, regardless of whether Distributor is a distributor with the Company. Distributor may receive compensation from prior involvement with other MLM companies, but shall not be visible in or actively work as a distributor or otherwise promote the MLM company. In the event Distributor violates any of the foregoing covenants in this section, Distributor shall pay Company liquidated damages of \$(AMOUNT).

**2.7** The liquidated damages clause herein is intended to cover the losses arising from Top-Up monies paid and from the losses arising from lost sales volume in Distributor's organization that would have accrued had Distributor not breached the Agreement by failing to build a sales organization using his/her best efforts, or by being a distributor with another MLM company as described herein.

**2.8** The parties agree that quantifying losses arising from any of the breaches described above are inherently difficult insofar as joining another MLM would result in Distributor's sales organization turning their individual efforts and resources to follow Distributor to the other MLM companies. The Parties stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the direct selling industry and given

the nature of the losses that may result from delay or substandard performance.

**2.9** Distributor agrees to and accepts the Company's Policies and Procedures, Terms and Conditions, Compensation Plan, and any amendments to the foregoing.

**2.10** Distributor will notify the company of his back office user name within 48 hours of his enrollment. This information will be sent via email to [BDA@JeunesseHQ.com](mailto:BDA@JeunesseHQ.com).

### **3.0 CERTIFICATION**

Distributor hereby certifies and attests that:

**3.1** By binding myself to this Agreement, I warrant that I will not violate any other agreement or, without limitation, any noncompetition, nonsolicitation or confidentiality agreement with any other direct sales, network marketing or multi-level marketing company with whom I am currently a distributor (referred to herein as the "Other Company") and I agree to indemnify the Company from all claims, judgments and costs incurred by the Company in defending itself should the Other Company allege such violations.

**3.2** I am joining the Company voluntarily and of my own accord; and I was not recruited, solicited, enticed or encouraged while working for the Other Company to join the Company by it or a distributor of the Company.

**3.3** While with the Other Company, I did not recruit, solicit, entice or encourage any other independent contractor of the Other Company to leave the Other Company to join the Company.

**3.4** I approached the Company or a distributor on my own accord about becoming a distributor of the Company.

**3.5** I will not solicit or attempt to solicit any individual who is an independent contractor of the Other Company to become a distributor of the Company in violation of any agreement.

**3.6** I will not use in any manner in connection with my Company business any confidential, trade secret or other information relating to the Other Company or any other direct sales, network marketing or other multi-level marketing company.

**3.7** If I am still working on behalf of the Other Company, and intend to remain with the Other Company after joining the Company, I am not, and will not be, in violation of any term, condition or agreement with the Other Company, and will only do work on behalf of both companies if I can do so while remaining in compliance with my agreements with the Other Company and the Company.

**3.8** I agree to refrain from using any [payments/points awarded] to me pursuant to this Agreement to in any way manipulate the Financial Rewards Plan or any component thereof, or any promotion or other incentive offered by the Company, for the purpose of or that results in increasing my earnings or the earnings in my downline. Such manipulation may include, but is not limited to: building a perfect enrollment tree, enrolling or causing to be enrolled in my organization a distributorship that violates the beneficial interest rule as defined in the Global Policies and Procedures, placing or directing others to place orders and/or pay for such orders for a distributorship in my downline for the purposes of earning more revenue or for qualifying for rank advancement, and inventory loading (purchasing products or causing or directing others to purchase product that exceeds an amount reasonably needed for personal use or reasonable needs to conduct business as a distributor of products as contemplated in the Distributor Agreement). I further acknowledge and agree that such activity violates the purpose

and intent of this agreement and would be a material breach of this Agreement, to include, but not limited to, a material breach of the best efforts covenant herein.

#### **4.0 GENERAL PROVISIONS**

**4.1** Company and Distributor agree to not disclose the terms or existence of this Agreement or the terms of any additional compensation to any third parties.

**4.2** This Agreement is or shall be integrated into the Distributor's distributorship agreement (as defined in the Distributor Application and Agreement) that Distributor has submitted or will be submitted to the Company. Subject to the foregoing, this Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter, whether oral or written or partly oral and partly written, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by the parties. Time shall be of the essence in the performance of this Agreement.

**4.3** Neither party may assign any of its rights under this Agreement without the prior consent of the other party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement. No third parties are intended to be beneficiaries hereof.

**4.4** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

**4.5** All disputes and claims arising from or relating to this Agreement shall be settled totally and finally by arbitration in Altamonte Springs or Lake Mary, Florida, or such other

location as Jeunesse 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. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions, with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a distributor files a claim or counterclaim against Jeunesse, a distributor shall do so on an individual basis and not with any other distributor or as part of a class action. 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. This agreement for arbitration shall survive any termination or expiration of the Distributor Agreement. The arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the agreement, including any claim that all or any part of this agreement is void or voidable. The arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark of Jeunesse without Jeunesse's written consent. It is further specifically agreed by the Company and the Distributor that all aspects of the arbitration and the arbitration award are and shall remain confidential and shall not be disclosed to any other person except as may be specifically directed by a court order, and in that case only to the extent required in such court order. Nothing in this rule shall prevent Jeunesse from terminating the Distributor Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect

Jeunesse's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Agreement.

**4.6** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Executed by the parties:

**THE COMPANY**  
**JEUNESSE GLOBAL, LLC**

**DISTRIBUTOR**

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_