

Jeunesse Application and Agreement | UNITED STATES

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TO AVOID ERRORS, PLEASE TYPE OR PRINT CLEARLY.

Rev. 3-8-2016

APPLICANT INFORMATION		SPONSOR INI	FORMATION	
Name	N	ame		
Username				
SS# or Federal Tax ID#*				
Date of Birth/				
Co-Applicant's Name		E-mail		
Co-Applicant's SS# or Federal Tax ID#*				
Address				
City, State, and Zip Code				
Phone Fax				
E-mail				
ASSUMED NAMES, CORPORATIONS, PARTN partnership or trust, or will be operated under an assum a Business Entity Application and submit it with this Application and Submit it with the Submit it with	ed name (e.g., XYZ plication and Agre	Z Enterprises or John [
TRODUCT DESCRIPTION		GII		TOTAL
STARTER KIT (Jkit) \$ 49.95 — The Jkit is the essential toolbox of materials you need to become a successful Jeunesse* Distributor, including your own personal website, and the exclusive new Joffice**. Purchase of a Starter Kit is required to become a Jeunesse Associate. The annual renewal fee is \$19.95. If 360 CV in accumulated Autoship is maintained during the preceding year, the annual renewal fee is waived. Shipping is additional and is based on order and destination. To protect your privacy, products and packages must be ordered and paid for online. * A valid Social Security or Employer Identification Number is required for all U.S. citizens, residents or other U.S. persons. It is also required for all foreign entities that will claim income that is effectively connected with the conduct of a trade or business in the United States. By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Distributor Application and Agreement, I certify that this number is my correct taxpayer identification number. By not providing a SS# or EIN, I certify the following: 1.1 am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates, 2. The beneficial owner is not a U.S. Person, 3. The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner of any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner. I certify that I have not been a Jeunesse, LLC (or any of its subsidiaries) Distributor, or a partner, shareholder, or principal of any entity having a Jeunesse, LLC business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Distributor Application and Agreement may result in action by				
Applicant's Signature Da	te C	o-Applicant's Sign	ature	Date

TERMS AND CONDITIONS

Jeunesse Global LLC ("Jeunesse Global") is a direct selling company registered in Florida. The products and services supplied are cosmetics, skin care goods, natural health products, and such other products or services as Jeunesse may market from time to time (the "Products"). Sales of these Products are made by Jeunesse independent contractors who participate in the opportunity as distributors and order-takers. I understand that I am contracting with Jeunesse Global for the promotion of certain sales as described below. I understand that I am also contracting with Fuel Freedom International Sales Corporation ("FFISC"), a Jeunesse Global affiliated entity that has the responsibility to promote the sale of Products outside of the United States. Hereinafter, Jeunesse Global and FFISC may be referred to collectively as "JEUNESSE." FFISC may assign its rights to Jeunesse Global without notice. Jeunesse Global has the responsibility to promote the sale of Products within the United States as well as all products of non-US origin wherever distributed. To the extent that commissionable sales occur where Products are delivered extent that commissionable sales occur where Products are delivered for purchase inside the United States or its territories, commissions on those sales, under the Financial Rewards Plan, will be the legal responsibility of, and will be paid by, Jeunesse Global. FFISC has the responsibility to promote the sale of Products internationally. To the extent that commissionable sales occur with respect to US origin, JEUNESSE Products that are delivered for distribution outside of the United States, commissions on those sales under the Financial Rewards Plan will be the legal responsibility of and will be paid by FFISC. For administrative convenience, commissions paid under the Financial Rewards Plan generally should be issued on a single check or similar instrument or transaction, combining, for my convenience, the commissions earned by both U.S. and non-U.S. sales.

1. I understand that as a Distributor:

 ${\bf a.}\ {\bf I}\ have the right to offer for sale JEUNESSE products and services in accordance with these Terms and Conditions.$

b. I have the right to enroll persons in JEUNESSE.

c. If qualified, I have the right to earn commissions pursuant to the JEUNESSE Financial Rewards Plan.

2. I agree to present the JEUNESSE Financial Rewards Plan and JEUNESSE products and services as set forth in official JEUNESSE literature.

3. I agree that as a JEUNESSE Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of JEUNESSE. 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 JEUNESSE FOR FEDERAL OR STATE TAX PURPOSES. JEUNESSE is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

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4. I have carefully read and agree to comply with the JEUNESSE Policies and Procedures and the JEUNESSE Financial Rewards 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"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from JEUNESSE. I understand that these Terms and Conditions, the JEUNESSE Policies and Procedures, or the JEUNESSE Financial Rewards Plan may be amended at the sole discretion of JEUNESSE, and I agree to abide by all such amendments. Notification of amendments shall be posted on the JEUNESSE website. Amendments shall become effective 30 days after publication. The continuation of my JEUNESSE business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

The term of this Agreement is one year. If I fail to annually renew my JEUNESSE business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell JEUNESSE 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. JEUNESSE reserves the right to terminate all Distributor 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. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to JEUNESSE at its principal business address. JEUNESSE may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.

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

7. I understand that if I fail to comply with the terms of the Agreement, JEUNESSE may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am

not suspended or terminated, I shall be entitled to receive earned bonuses or commissions.

8. JEUNESSE, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release JEUNESSE and its affiliates from, all claims for consequential and exemplary damages for one claim or cause of action relating to the Agreement. I further agree to release JEUNESSE and its affiliates from all liability arising from or relating to the promotion or operation of my JEUNESSE business and any activities related to it (e.g., the presentation of JEUNESSE products or the JEUNESSE Financial Rewards Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify JEUNESSE 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 JEUNESSE at its discretion, constitutes the entire contract between JEUNESSE 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 JEUNESSE of any breach of the Agreement must be in writing and signed by an authorized officer of JEUNESSE. Waiver by JEUNESSE 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 Florida without regard to principles of conflicts of laws. All disputes and claims relating to JEUNESSE, the Distributor Agreement, the JEUNESSE Financial Rewards Plan or its products and services, the rights and obligations of an independent Distributor and JEUNESSE, or any other claims or causes of action relating to the performance of either an independent Distributor or JEUNESSE under the Agreement or the JEUNESSE Policies and Procedures shall be settled totally and finally by arbitration in Altamonte Springs, 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. 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. Each party to the arbitration shall be responsible for its own 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 JEUNESSE from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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 Seminole County, State of Florida, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

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

15. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time

16. If a Distributor wishes to bring an action against JEUNESSE 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 JEUNESSE for such act or omission. Distributor waives all claims that any other statutes of limitation apply.

17. I authorize JEUNESSE to use my name, photograph, personal

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

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

19. Survival. Any provision of the Agreement which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets and confidential information covenants contained in the Agreement.

20. Neither party will have the right to participate in a class action as a class representative or a class member, or act as a private attorney general. Nor will there be joinder, consolidation, or class treatment of

any claims.