

TERMS AND CONDITIONS

1. I understand that as a **Jeunesse® Global (“JEUNESSE”) Independent Distributor (“DISTRIBUTOR”)**:
 - a. I have the right to offer for sale JEUNESSE products and services in accordance with these Terms and Conditions, and without restrictions as to territories where Jeunesse Global is operating.
 - b. I have the right to enroll persons in JEUNESSE.
 - c. If qualified, I have the right to earn commissions pursuant to the JEUNESSE Marketing and Financial Rewards Plan.
 - d. I am not obliged to perform work of any nature.
2. I agree to present the JEUNESSE Marketing and 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 TAX OR ANY OTHER PURPOSES, including worker’s compensation, insurance, superannuation, etc.,...
4. I have carefully read and agree to comply with the JEUNESSE Policies and Procedures and the JEUNESSE Marketing and 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 Marketing and Financial Rewards Plan may be amended at the sole discretion of JEUNESSE, and I agree to abide by all such amendments. The continuation of my JEUNESSE business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments. I understand that JEUNESSE reserves the right to accept or reject any application to become a DISTRIBUTOR for any reason at its sole discretion and in no case shall JEUNESSE be required to give any explanation for its refusal.
5. 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 organisation. Jeunesse may renew this Agreement on the anniversary date of the commencement by attempting to debit the Distributor’s account with the amount of the annual renewal fee. 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 organisation and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organisation. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to JEUNESSE at its 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 do anything which is contrary to JEUNESSE’S best interests, JEUNESSE may terminate this Agreement with immediate effect by notice in writing to me at contact details last provided by me to JEUNESSE. 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. 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 any 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 Marketing and 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 unauthorised 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, and supercedes any other promise, representations, offers, or other communications not expressly set forth in the Agreement.

10. Any waiver by JEUNESSE of any breach of the Agreement must be in writing and signed by an authorised 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 Distributor’s home nation, without regard to principles of conflicts of laws. All disputes and claims relating to JEUNESSE, the Distributor Agreement, the JEUNESSE Marketing and 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 Distributor’s home country, or from other country of JEUNESSE’S deciding. All issues related to arbitration shall be 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. Distributors may cancel their Distributor Agreement at any time by providing written notice to JEUNESSE as its head office. The Membership fee is not refundable, and any starter kit or materials provided at time of sign-up are complementary.

14. 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.

15. I authorise 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. By signing and submitting this Agreement, I give JEUNESSE permission to contact me by telephone, fax and/or email using the contract details I have provided.

16. A printed, faxed or electronic form of this Agreement shall be treated as an original in all respects.

17.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction: _____

You have the right to terminate this Jeunesse® Global Independent Distributor Business agreement at any time, without reason, by contacting the company, either orally or in writing, at the Company’s listed contact details over. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you, will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and property, and any security interest arising out of the transaction will be cancelled.

If you cancel, you are responsible for returning in substantially as good condition as when received (resellable condition), any goods delivered to you under this contract or sale. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you may remain liable for performance of all obligations under the contract. Jeunesse Global refunds are processed according to the Policies & Procedures that you have read and agree to.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____ Date _____