



# **JEUNESSE**

**JEUNESSE GLOBAL**

## **POLICIES AND PROCEDURES**

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United Kingdom

Effective 1 September 2019

*Revised: 3 July 2019*

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The purpose of these Policies and Procedures is to provide worldwide rules for Jeunesse. Therefore, some provisions may stipulate terms/concepts which are different from those of UK law/commercial practice. In such cases Appendix A attempts to amend the terms and concepts to conform to UK law. Regardless these terms/concept shall be interpreted as similar terms/concept under UK law and commercial practice. Further if relevant provisions are not allowed under UK law those provisions shall be subject to rules under UK law.

## **SECTION 1 — JEUNESSE AND ITS DISTRIBUTORS**

### **1.1. Welcome to Jeunesse**

1.1.1 Jeunesse is a direct selling company that markets its Products through independent Distributors. It is important to understand that each Distributor's success depends on the integrity of the men and women who market Jeunesse's Products and services. The Agreement (as defined below) is made to clearly define the relationship between Jeunesse and its independent Distributors, between the Distributors and their Customers, and between Distributors.

1.1.2 The Parties. Jeunesse is the company referenced in the Distributor Application and Agreement signed by the Distributor. In these Policies and Procedures, the company is sometimes referred to as "Jeunesse" or the "Company" and the Distributor signing the Agreement is referred to as "a" or "the Distributor."

1.1.3 These Policies and Procedures along with the Jeunesse Distributor Application and Agreement (the "Distributor Agreement") and the Financial Rewards Plan (collectively referred herein as the "Agreement"), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between Jeunesse Distributors and Jeunesse.

### **1.2. Distributor Code of Conduct**

1.2.1 I will be honest and fair in my dealings as a Distributor

1.2.2 I will actively work to establish and maintain a retail Customer base.

1.2.3 I will perform my business in a manner that will enhance my reputation and the positive reputation established by Jeunesse.

1.2.4 I will be courteous and respectful of every person I contact in the course of my Jeunesse independent activities and shall only make personal or telephone contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness. When making a sales presentation, I shall discontinue it immediately upon the request of the recipient.

1.2.5 I will fulfill my leadership responsibilities as a Sponsor, which includes training, supporting and communicating with the Distributors in my organisation.

1.2.6 I will not Sponsor or attempt to Sponsor any Jeunesse Distributor directly or indirectly into any other network marketing program.

1.2.7 I will not engage in deceptive or illegal practices and will not misrepresent Jeunesse Products or the Rewards Plan.

1.2.8 I acknowledge that even my personal experience and the benefits received from Jeunesse Products may be interpreted as unauthorised “extension of labelling claims”.

1.2.9 I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a Distributor and will discharge all debts and duties as required of a Distributor.

### **1.3. Term & Renewal**

1.3.1 Term. The term of this Agreement is one year. If Distributor fails to annually renew his/her Agreement, or if it is cancelled or terminated for any reason, Distributor will permanently lose all rights as a Distributor. Distributor shall not be eligible to sell Products and services nor shall he/she be eligible to receive Commissions, bonuses, or other benefits resulting from the activities of his/her former downline sales organisation. In the event of cancellation, termination or nonrenewal, Distributor affirmatively waives all rights of the Agreement, including but not limited to property rights, the former downline organisation and to any bonuses, Commissions or other remuneration derived through the sales and other activities of the former downline organisation. Jeunesse reserves the right to terminate all 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.

1.3.2 Renewal. Distributors must annually reaffirm that they are bound by the terms of the Agreement and will be prompted in their Joffice to do so. Additionally, each year Distributors may renew the 1-year term of the Agreement by paying an annual fee on or prior to the anniversary date of the Agreement. With the Jeunesse automatic renewal program, the renewal fee may be waived if the Distributor has accrued 360 PV of SmartDelivery volume during the year. If the renewal fee is required but not paid within thirty (30) days after the expiration of the current term of the Agreement, the Agreement will be terminated.

### **1.4. Distributor Rights**

Once a Distributor's Agreement has been accepted by Jeunesse, the benefits of the Distributor Agreement will be available to him or her as long as the Distributorship is not in breach of the Agreement. These benefits include the right to: sell Jeunesse Products in accordance with the Agreement; participate in the Financial Rewards Plan and if eligible, receive Commissions and benefits; Sponsor other people; receive periodic Jeunesse literature and other Jeunesse communications; participate in Jeunesse-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable); and participate in promotional and incentive contests and programs sponsored by Jeunesse.

### 1.5. Independent Contractor

A Distributor is an independent contractor and not an employee or agent of Jeunesse. See Addendum A.1 for further information.

### 1.6. Business Conduct

Each Distributor will perform all of his/her business activities in a professional and ethical manner, which will enhance the Distributor's reputation and the positive reputation of Jeunesse. Distributors shall not engage in any conduct that negatively reflects on or disparages Jeunesse or any other Distributor.

### 1.7. No Purchase Required

The purchase of Products is not required to become a Distributor or to participate in the Rewards Plan.

## SECTION 2 — BECOMING A JEUNESSE DISTRIBUTOR

### 2.1. Enrollment

2.1.1 Conditions to Apply. To become a Jeunesse associate, the applicant must be (i) at least 18 years of age (or the minimum age required in the country where enrolling) if an individual or properly registered and in good standing in the jurisdiction where it is registered to do business if a legal entity; (ii) be otherwise authorised to engage in direct selling in the country of residence; (iii) submit a truthfully completed Distributor Agreement that is accepted by the Company; and (iv) purchase a Starter Kit, unless prohibited by law. To have the entire Financial Rewards Plan benefits available, the Associate must also generate 100 PV (through Customer sales or personal purchases).

2.1.2 Application. By signing the Distributor Agreement and submitting it to Jeunesse, the Distributor is applying to become an independent Distributor of Jeunesse. The application is accepted when received, subject to the rights in section 2.1.3, and if the applicant is otherwise in compliance with the Distributor Application. Upon acceptance, Jeunesse will establish a Distributorship.

#### 2.1.3 Electronic Enrollment.

2.1.3.1 Signature and Consent. As part of your relationship with Jeunesse Global, we want to ensure you have all of the information you need to effectively manage your distributorship through your electronic or virtual back office. We require your prior consent to provide the information electronically. You gave this consent when you enrolled electronically. You also consented to use electronic records and signatures in our relationship with you. So, before you enroll you must review and consent to the terms outlined below.

2.1.3.2 Distributor Agreement and Electronic Record. The entire agreement between you and us will be evidenced in an "Electronic Record", as described herein. You electronically acknowledged that you agree to the *Terms and Conditions*, the *Jeunesse Global Policies and Procedures* and the *Financial Rewards Plan*. These three documents constitute the "Distributor Agreement" and were made available to you when enrolling.

2.1.3.3 Forms and Transactions. As you operate your distributorship, product orders and services will be in an electronic format. In addition to the Distributor Agreement, forms that you sign and communications we send to you may be in electronic form. All are part of the Electronic Record. We may also use electronic signatures and obtain them from you as part of our transactions with you.

2.1.3.4 Delivery. Electronic Records may be delivered in several formats across various digital channels. Mainstream digital channels include e-mail, SMS text, FTP, SFTP, cloud-based file storage and fax. Electronic Records may be accessed through the Joffice™ online, Joffice™ mobile app or your virtual back office.

2.1.3.5 Equipment and Software. To Access Electronic Records, you will need the following hardware and software: A Personal Computer ("PC") with modem, WiFi, or other Internet access device; operational Internet browser software (e.g., Microsoft Edge, Internet Explorer, Chrome), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, Jeunesse Global will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

2.1.3.6 Withdrawing your consent. You may withdraw your consent to the use of Electronic Records at any time. However, should you do so, the Distributor Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Distributor Agreement), or update any personal information, you may do so online at <http://www.jeunesseglobal.com> or by sending written notice to Jeunesse Global, 701 International Parkway, Lake Mary, FL 32746, [compliance@jeunesseglobal.com](mailto:compliance@jeunesseglobal.com).

2.1.4 Right to Reject. Jeunesse reserves the right to reject any Distributor Application or renewal for any reason whatsoever within three (3) months after received. Jeunesse will not accept Distributor Applications containing intentionally falsified information and deems such applications void.

2.1.5 Notice of Changes. The Distributor is responsible for informing the Company of any changes affecting the accuracy of their Distributor Application and any subsequent information regarding the account information of the Distributorship.

2.1.6 Starter Kit. A virtual Starter Kit is available to each Distributor as part of his/her enrollment. Where required by law, a printed copy is available.

2.1.7 Prospects. If a Distributor pays for or reimburses a prospect for the expenses of attending any Jeunesse event, or if the Distributor attends a Jeunesse event with the prospect, Jeunesse will recognise that Distributor as the Sponsor if the prospect submits an application within 60 days of the event. Thereafter, the prospect may enroll with the Sponsor of his/her choosing.

2.1.8 Passwords. Once enrolled, it is the new Distributor's responsibility to secure their personal information and account by not sharing their password and/or credentials.

## **2.2. Beneficial Interest**

2.2.1 Beneficial Interest. A Distributor may have a Beneficial Interest in *only one* Distributorship, except as explicitly allowed herein. “Beneficial Interest” means the right to direct, control, own, participate in, or be the beneficiary of the direction, control, ownership, or participation of another person on the account.

### **2.2.2 Same Household.**

2.2.2.1 Family members residing in the same household may have separate Distributorships, except as described in 2.2.2.2. However, they shall not exercise any control over such Distributorships.

2.2.2.2 A couple, whether married, common law partners, or similar, may have only one Distributorship in the same household. The actions of each person of the couple and anyone else with a Beneficial Interest in the Distributorship is attributable to the Distributorship.

2.2.3 Legal Entity and its Principals. If a Distributor is a legal entity, then all persons possessing a right to control that entity, including but not limited to its shareholders, officers, directors, or its members or managers (the “principals”), possess a Beneficial Interest in that Distributorship and may not hold a Beneficial Interest in another Distributorship. The actions of the principals of the entity are attributable to the Distributorship.

## **2.3. Married Couples**

2.3.1 Husbands, wives or common-law couples (collectively “spouses”) who wish to become a Distributor must submit a single Distributor Application and Agreement. Neither may have a Beneficial Interest in another Distributorship (see 2.2). The action of one spouse will be attributed to both spouses and, therefore, the Distributorship.

2.3.2 In the event that two (2) Distributors marry, they must notify the Compliance Department within 30 days of the marriage and elect which Distributorship they will operate. Upon notification, Compliance will terminate the Distributorship not elected.

## **2.4. Corporations, Partnerships and Trusts**

2.4.1 Companies as Distributors. Companies formed as corporations, limited liability companies, partnerships and/or trusts may apply to become a Distributor, unless prohibited by law. Such applicants must complete and submit the Distributor Agreement, accompanied by copies of the Articles of Incorporation, Articles of Organisation, partnership agreement, or trust document or other charter or organisational document as filed in the jurisdiction where they do business.

2.4.2 Disclosure of Principals. To ensure compliance with the Distributor Agreement, Distributors must disclose a complete list of all principals, including directors, officers and shareholders of the company. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/ beneficiaries. This information may be faxed or emailed to Jeunesse and must be updated by the Distributor. The Distributor must also provide Jeunesse a proof of the required business or tax number and evidence that the entity is in good standing (see Appendix A for country specific details). If



any shareholder, partner, member or manager of a Distributor is itself an entity, then the information required above for the entity shall also be required for such shareholder, partner, member or manager.

2.4.3 Liability. Shareholders, members, partners, employees, agents, beneficiaries, trustees and those who promote the legal entity (collectively, the “principals”), agree to remain personally liable to Jeunesse and bound by the Agreement.

2.4.4 Assumed Name. A completed “Operating Under a Business Name” or DBA (Doing Business As) form must be on file with Jeunesse. In any Distributor position involving the efforts of more than one individual, whether as a corporation, partnership, limited liability company or trust, the actions of one participant shall reflect on the Distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the Distributorship as a whole will be considered to be in violation.

## **2.5. Correct Name and ID Number**

A person or entity may not apply for a Distributorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the Distributorship. No one may enter a tax or other government ID number that was not assigned to the primary individual or entity on the Distributorship. Further, at enrollment the Distributor must provide government issued identification that shows residency in the country of registration.

## **2.6. Tax Identification Number**

Upon enrolling, or at Jeunesse's request, a Distributor shall, if permitted by law, provide his/her government-issued ID number and/or tax number and a copy thereof. Upon enrollment, Jeunesse will provide the Distributor a unique Distributor identification number that will be used for identifying its Distributorship.

## **2.7. Sponsor/Placement Corrections and Changes**

2.7.1 Corrections. One Placement change or Sponsor correction may be requested within a period of three (3) days from the date of enrollment.

2.7.1.1 This policy is used solely to correct mistakes made at enrollment and is not used when the Distributor wants a different Sponsor for other reasons. Corrections may be requested through the back office Help Desk and must include an explanation for the request.

2.7.1.2 There will be no fee for the first correction requested within the initial three (3) day period.

2.7.2 Changes. Jeunesse discourages Sponsor and Placement changes. However, after the initial three (3) day term, requests for a Placement change or a change of Sponsorship may be granted by Jeunesse in its sole discretion, with additional conditions and restrictions as may be required by Jeunesse, and distributors waive all claims against the Company that arise from or relate to the decision upon such request.

2.7.2.1 Sponsor changes will not be made outside of the Sponsor's upline or enrollment tree organization. Such changes require written permission from the Sponsor and the first 2 upline Sponsors who are or

were Active within the prior 6 months of the request. All requests shall be submitted to and approved by the Compliance Department.

2.7.2.2 In the event a Placement change or Sponsorship change is approved, the Distributor shall pay a change fee (see the Schedule of Fees in Appendix A).

## **2.8. Adding and Removing Co-Applicants After Enrollment**

2.8.1 Procedures. Requests to add a co-applicant to a Distributorship must be made to local Customer Service Department. The request will not be granted if the co-applicant has a Beneficial Interest in another Distributorship or is subject to the waiting requirement in section 2.10. Once approved, the Distributor must submit a fully completed and properly executed amended Distributor Agreement that is signed by both Distributor and the co-applicant.

2.8.2 Earnings. All earnings will be sent to the address on record for the Distributor position.

2.8.3 Restrictions. The original applicant must remain party to the original Distributor Agreement once a co-applicant is added; however, if the original Distributor wants to terminate his/her Distributor relationship with Jeunesse, he/she must do so in accordance to the Jeunesse policy and the Co-Applicant must submit a Business Transfer Form. If this is not followed, then this Agreement shall be terminated upon withdrawal of the original Distributor.

2.8.4 Change of Sponsor. The modification permitted within the scope of this section does not include change of Sponsor. The processing fee for changes or additions is found in Appendix A.14.

2.8.5 Co-Applicant Resignation. Co-applicants may resign their interest in a Distributorship by notifying Customer Service. They will be subject to the waiting rule in section 2.10.

## **2.9. Multiple Applications**

If one applicant submits multiple Distributor Agreement forms listing different Sponsors, only the first completed form to be received by Jeunesse will be accepted. Jeunesse reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

## **2.10. Waiting Rule For Reapplying**

2.10.1 Policy. Any former Distributor (including a co-applicant) and/or anyone who held a beneficial interest in a Distributorship and who desires to apply for a new Distributorship may do so only after delivering a resignation or cancellation notice for the original Distributorship and waiting either:

2.10.1.1 twelve (12) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Sapphire Elite or lower; or

2.10.1.2 eighteen (18) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Ruby Director or higher

2.10.2 Tolling of Waiting Period. Any activity by the waiting Distributor during the applicable waiting period required in 2.10.1 that may suggest the Distributor is building a new business shall re-set the

waiting period. Indicia of such activity includes, but is not limited to, attending meetings and promoting the opportunity or Products in any way.

## **2.11. Reports, Confidential Information, and Trade Secrets**

2.11.1 Reports. Jeunesse desires to protect itself and its Distributors from unfair and inappropriate competition. Jeunesse provide Distributors access and viewing of their organisations through JOOffice. The reports generated through JOOffice and each Distributor list, including but not limited to all Distributors; organisation lists; names; addresses; email addresses; and telephone numbers contained in the Jeunesse database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the “Reports”) are the confidential and proprietary property of Jeunesse. Jeunesse has derived, compiled, configured, and currently maintains the Reports through the expenditure of considerable time, effort, and monetary resources. Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Jeunesse, which each Distributor shall hold confidential. But for this agreement of confidentiality and nondisclosure— Jeunesse would not provide Reports to a Distributor. A Distributor’s right to disclose the Reports and information contained therein and other Distributor information maintained by Jeunesse is expressly reserved by Jeunesse and may be denied at Jeunesse’s discretion.

2.11.2 Purpose. Reports are made available to Distributor for the sole purpose of assisting Distributors in working with their downline organisation in the development of their Jeunesse business. Distributors may use Reports provided to them to assist, motivate, and train their downline organisation.

2.11.3 Non-Disclosure. A Distributor’s access to his/her Reports is password protected. Reports are provided to each Distributor in strictest confidence. Such Reports shall not be disclosed by a Distributor to any third party or used for purposes other than in the performance of his/her obligations under the Agreement and for Jeunesse’s benefit without Jeunesse’s prior written consent. Any unauthorised use or disclosure of Report constitutes misuse, misappropriation, and a violation of the Distributor Agreement and may cause irreparable harm to Jeunesse.

2.11.4 Restrictions. Each Distributor shall not, on his/her own behalf, or on behalf of any other person:

2.11.4.1 Directly or indirectly disclose any information contained in any Report to any third party;

2.11.4.2 Directly or indirectly disclose the password or other access code to his/her Report;

2.11.4.3 Use the information to compete with Jeunesse or for any purpose other than promoting the Distributor’s Jeunesse business;

2.11.4.4 Recruit or solicit any Distributor listed on any Report or in any manner attempt to influence or induce any Distributor to alter his or her business relationship with Jeunesse.

2.11.5 Return Reports Upon Termination. Upon Jeunesse’s demand and always upon termination of the Agreement, the Distributor shall return to us the original, and all copies of any Reports and any confidential or trade secret information taken therefrom (whether paper or electronic) that is in the Distributor’s possession or subject to his or her control.

2.11.6 Breach. In the event the Distributor breaches any of the covenants of this subsection on Reports, the Company may terminate the Distributorship and may seek injunctive relief to prevent irreparable harm to Jeunesse or any of its Distributors. Jeunesse may also pursue all appropriate remedies under applicable law to protect its rights to Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

2.11.7 Confidential Information. Distributors may gain access to confidential information of Jeunesse. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a Distributor, Customer lists, manufacturer information, Commission or sales reports, Product formulas, and other financial and business information of Jeunesse. All such information (whether in electronic, oral or written form) is proprietary to and owned by Jeunesse, and is transmitted or available to Distributor in strict confidence. Each Distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with Jeunesse or for any other purpose except as expressly authorised by the Agreement. This information is to be used only for the promotion of the Jeunesse program in accordance with the Agreement. Distributor and Jeunesse agree that without this agreement of confidentiality and non-disclosure, Jeunesse would not provide the information or make it accessible to Distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

## **2.12. Sponsoring and Sales in Other Markets**

2.12.1 Right to Sponsor. Jeunesse Distributors may Sponsor individuals into their organisation, subject to the Agreement.

2.12.2 Compliance and Restrictions. Compliance with this section protects the Company, Distributors, and their collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Accordingly, a Distributor shall not:

2.12.2.1 engage in blind solicitation of prospects. Many countries have strict privacy laws that forbid blind or cold solicitations. Also, many local laws forbid advertising for leads;

2.12.2.2 import any Product into a market for which that Product is not officially approved. Products are labelled and sometimes formulated for specific countries;

2.12.2.3 distribute Jeunesse Starter Kits not approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another country;

2.12.2.4 sell Products not labelled by Jeunesse for that country;

2.12.2.5 send any unauthorised Products to another country. Products to be sold in any country must be obtained directly from an authorised Jeunesse office or warehouse and be labelled for that country;

2.12.2.6 seek or participate in media coverage of any kind without prior written approval from the Company;

- 2.12.2.7 misrepresent Products or the Jeunesse opportunity in the country;
- 2.12.2.8 make claims or guarantees of earnings potential;
- 2.12.2.9 make unlawful health claims about the Products;
- 2.12.2.10 fail to comply with the Policies and Procedures of the country in which a Distributor is enrolled;  
or
- 2.12.2.11 induce prospects in the country to join one's organisation by promising cash rewards or volume.
- 2.12.2.12 sell or distribute unregistered products in an NFR market, per section 7.4.10.3.

### **2.13. Record Keeping**

Jeunesse encourages all of its Distributors to maintain complete and accurate records of their business transactions. Jeunesse may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

### **2.14. Enrollment**

A Distributor shall forward to Jeunesse all Distributor Applications and Agreements and product orders they receive from other distributors or new applicants within 72 hours of receiving the documents. Withholding applications or orders for purposes of manipulating the compensation or promotions is strictly prohibited.

## **SECTION 3 — LEGAL COMPLIANCE**

### **3.1 Legal Compliance**

All Jeunesse Distributors shall comply with all applicable laws and regulations concerning the operation of their business.

### **3.2 No Exclusive Territories**

There are no exclusive territories, nor shall any Distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on Distributor Sponsoring except in those foreign countries that have not officially been opened by Jeunesse.

### **3.3 Representation of Government Endorsements**

Regulatory agencies do not endorse direct selling programs or their Products or services. Therefore, Distributors may not represent, directly or indirectly, that the Jeunesse Rewards Plan or its Products or services have been approved, reviewed or endorsed by any government agency unless Jeunesse explicitly states so.

### **3.4 Product Claims**

Distributors are responsible for all advertisements and/or statements made both online and offline when promoting Jeunesse and its Products. Distributor must comply with all requests to remove such statements and/or posts regardless of its origin.

3.4.1 No Unauthorised Claims. A Jeunesse Distributor shall not make any claim about a Jeunesse Product directly or indirectly, that:

3.4.1.1 is unlawful;

3.4.1.2 purports that it is government approved;

3.4.1.3 is inconsistent with Official Jeunesse Literature; or

3.4.1.4 any diagnosis, evaluation, prognosis, description, treatment, therapy, cure, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the Product.

3.4.2 Official Jeunesse Literature. When promoting Jeunesse Products, a Distributor may only make those claims existing in current Official Jeunesse Literature for the intended country/market. Jeunesse may amend its Official Literature from time to time and the Distributor shall use only current Official Jeunesse Literature when promoting the Products.

### **3.5 Personal Information**

Personal information such as the Distributor ID number, a Distributor's address, telephone number, etc. will be treated as confidential and will not be used except in connection with Jeunesse's business, unless required by law. In the event of an emergency, the inquiring party may contact the Jeunesse Compliance Department, who will advise the Distributor that someone is attempting to contact him/her.

### **3.6 Authorisation to Use Name and Likeness**

By entering into the Agreement, each Distributor grants to Jeunesse and its affiliates and agents the absolute, perpetual and worldwide right and licence to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his/her name, photograph, likeness, voice, testimony, biographical information, image and other information related to Distributor's business with Jeunesse (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio, Internet, or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Distributor waives any right to inspect or approve any Publicity Materials including or accompanying his/her Likeness. Each Distributor further releases Jeunesse from any liability or obligation that may arise as a result of the use of his/her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Distributor may withdraw his/her authorisation of any use of his/her Likeness that has not already been publicised by providing written notice to Jeunesse. Distributors agree that any information given by Distributor, including his/her testimonial, is true and accurate.

### **3.7 Unfair Competition**

3.7.1 Restrictions While a Distributor.

3.7.1.1 No Soliciting Jeunesse Distributors and Customers. A Distributor is free to participate in other direct selling, multilevel, or network marketing business ventures or marketing opportunities, including affiliate programs (collectively "Network Marketing"). However, the Distributor shall not directly or

indirectly solicit, recruit, or attempt to solicit or recruit other Jeunesse Distributors, including personally sponsored Distributors, Customers, or employees of Jeunesse to any other Network Marketing business or other opportunity that may alter the business relationship with Jeunesse. This includes general solicitations on the Distributor's social networking site where "friends" include persons who are Distributors. It also includes mentioning the Distributor's affiliation with another Network Marketing Business and sharing or socializing another person's post that promotes another Network Marketing Business.

**3.7.1.2 No Promoting the Jeunesse Products and Opportunity with a Competitor's Products and Opportunity.** If the Distributor participates in another Network Marketing business, the Distributor agrees that he/she shall operate its Jeunesse Distributorship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, the Distributor agrees that he/she: (i) shall not display any non-Jeunesse Products and Sales Aids with, or in the same location as, Jeunesse Products or Sales Aids; (ii) shall not offer any non-Jeunesse program, opportunity, Product, or service in conjunction with the Jeunesse opportunity or Products to prospective or existing Customers or Distributors ; (iii) shall not offer, nor make reference to, explicitly or implicitly, to any non-Jeunesse opportunity, Products, or services at any Jeunesse-related meeting, seminar or convention, or within two hours and a five miles (8 kilometers) radius of the Jeunesse event. If the Jeunesse meeting is held telephonically or on the internet, any non-Jeunesse meeting must be at least two hours before or after the Jeunesse meeting, and on a different conference telephone number or internet web address from the Jeunesse meeting.

**3.7.1.3 Sale of Competing Goods or Services to Jeunesse Customers and Distributors.** Notwithstanding subsection 3.7.1.2, during the term of this Agreement, the Distributor shall not sell, or attempt to sell, any programs, Products, or services to Jeunesse Customers or Distributors that compete with Company Products. Any program, Product, service, or Network Marketing opportunity in the same generic categories as the Jeunesse Products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

**3.7.2 Restrictions After Termination.** For a period of twelve (12) calendar months following termination of the Agreement or such greater period as may be legally enforceable, a Distributor may not recruit any other Distributor or Customer for another Network Marketing business. Distributor and Jeunesse acknowledge that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, each agrees that this non-solicitation provision shall apply to all markets where Jeunesse ships Products or conducts business, whether through direct selling, e-commerce or otherwise. This subsection shall survive termination of the Agreement.

### **3.8 Vendor Confidentiality**

Jeunesse business relationships with its vendors, manufacturers and suppliers are confidential. A Distributor shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a Jeunesse sponsored event which the representative is present at the request of Jeunesse.

### 3.9 Line Switching, Cross Sponsoring, and Enticement

3.9.1 Prohibited Activity. Maintaining the integrity of the line of Sponsorship in a Distributorship organisation is fundamental to network marketing. Accordingly, each Distributor agrees to refrain from engaging in Line Switching, Cross-Sponsoring, and Enticement.

3.9.1.1 **“Line Switching”** means applying for and becoming a Distributor (a) when already a Distributor, (b) when holding a Beneficial Interest in another Distributorship; and/or (c) when the waiting period in section 2.10 has not passed.

3.9.1.2 **“Cross Sponsoring”** or **“Cross-Line Recruiting”** includes Sponsoring to a different line of Sponsorship (a) a current Distributor, (b) a former Distributor who is subject to the waiting requirement in section 2.10, or (c) a former Distributor who has Sponsored or purchased Product while subject to the waiting period in section 2.10.

3.9.1.3 **“Enticement”** means soliciting, encouraging, offering benefits, or in any way aiding another Distributor to Line Switch and/or Cross-Sponsor. Enticement occurs, among other ways, by offering, showing, or explaining Products or the opportunity of another direct selling company to any Jeunesse Distributor, whether directly or through social media that the Distributor knows is frequented by or targeted to other Jeunesse Distributors.

3.9.2 Fictitious Information. A Distributor shall not use a spouse’s, relative’s, or third-party’s name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy.

3.9.3 Duty to Notify. Because Line Switching, Cross- Sponsoring, and Enticement can be so detrimental to us and to the Distributors involved, every Distributor has an affirmative obligation to notify the Company as soon as is reasonably possible if he/she knows of or has reasonable grounds to suspect another Distributor has breached these covenants.

3.9.4 Remedies for Breach. Should a Distributor breach these covenants, the Company may take any or all of the actions described in sections 8.2 and 8.3. The Company may also: (i) terminate the Distributorships in breach; (ii) terminate the Distributorships created as a result of Line Switching (the “Second in Time Distributorship”); (iii) impose a monetary fine on any of the Distributors involved; and (vi) leave the Distributorships enrolled by the Second-in-Time Distributorships in place and not change Sponsorship or Placement unless extenuating circumstances and fairness compel otherwise. However, the Company is under no obligation to do so and any move and the ultimate disposition of the organisation remains within the sole discretion of the Company. The Distributors, subject to the remedies, waive all claims against the Company that arise from or relate to the disposition of such Distributorships.

3.9.5 Unethical Activity. Each Distributor agrees to be ethical and professional at all times when conducting its Jeunesse business activity. Accordingly, the Distributor agrees that it will not, nor will it encourage or in any way condone others in his/her Downline to participate in unethical activity. Examples of unethical activities include, but are not limited to the following, some of which are further described in the Agreement:



- 3.9.5.1 Making unapproved claims about the Product;
- 3.9.5.2 Making unapproved income claims;
- 3.9.5.3 Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of the Products;
- 3.9.5.4 Making disparaging comments about other Distributors or the Company;
- 3.9.5.5 Causing Product sales in Retail Establishments;
- 3.9.5.6 Using another Distributor's or third-party's credit card without express written permission;
- 3.9.5.7 Misusing of Company Confidential Information;
- 3.9.5.8 Line Switching, Cross-Sponsoring, or Enticement;
- 3.9.5.9 Failing to comply with the sales and promotional activity requirements;
- 3.9.5.10 Engaging in unauthorised premarket activity;
- 3.9.5.11 Violating the rules for conducting business in a Not For Resale market;
- 3.9.5.12 Personal conduct that discredits the Company and/or its Distributors;
- 3.9.5.13 Violating applicable laws that pertain to the operation of a Distributorship;
- 3.9.5.14 Breaching the Code of Conduct;
- 3.9.5.15 Breaching the Agreement.

### **3.10 Conformance to the Jeunesse Business Model**

A Distributor shall not offer the Jeunesse opportunity through, or in combination with any other compensation plan or Placement program, other than as specifically set forth in Official Jeunesse Literature. Further, a Distributor shall not require or encourage other current or prospective Distributors to participate in Jeunesse in any manner that varies from the program as set forth in Official Jeunesse Literature. Regardless of a Distributor's rank, a Distributor shall not require or encourage other current or prospective Distributors to execute any agreement, contract, or membership, other than those offered by Jeunesse, in order to become a Jeunesse Distributor. Similarly, a Distributor shall not require or encourage other current or prospective Distributors to make any purchase from, or payment to, any individual or other entity to participate in the Jeunesse Rewards Plan other than those purchases or payments identified as recommended or required in the Official Jeunesse Literature and only insofar as they are permissible under the applicable law(s).

### **3.11 Training Requirement**

Distributors are encouraged to adequately train the Distributors they Sponsor. “Adequate training” shall include, but is not limited to, education regarding the Policies and Procedures, Financial Rewards Plan, Product information, sound business practices, sales strategies, and ethical business behavior. A Sponsor must maintain an ongoing, professional leadership association with Distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of Product and services to the ultimate consumer.

### **3.12 Privacy**

Distributors must comply with all applicable privacy and data security laws, including security breach notification laws. Distributors must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a retail Customer, prospective retail Customer or other Distributors. Distributors must hold such information in strict confidence. Distributors are responsible for the secure handling and storage of all documents that may contain such private information. Distributors must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files; or (iv) shredding paper files containing confidential information or Customer data. Distributors should retain documents containing such information for only as long as necessary to complete the transaction. Distributors should dispose of any paper or electronic record containing Customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (a) shredding; (b) permanently erasing and deleting; or (c) otherwise modifying the Customer data and other confidential information in those records to make it unreadable, unreconstructable, and indecipherable through any means.

### **3.13 Sales Forces of Other Companies**

The Distributor agrees to refrain from systematically targeting members of another direct selling company to be a Distributor. If any demand, claim, governmental action, lawsuit, arbitration, or mediation is brought against a Distributor alleging that he/she engaged in such prohibited activity, the Distributor shall indemnify Jeunesse against all claims, actions, suits, and demands arising from or related to the systematic targeting. Distributors may not encourage members of the sales force of another direct sales company to violate the terms of their contract with such company. Distributors bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by Jeunesse.

### **3.14 Reporting Policy Violations**

Distributors observing a policy violation by another Distributor should submit a written report of the violation to the Compliance Department of Jeunesse, either through fax, postal delivery or email. Such documents must bear the Distributor’s signature and UserID. Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

## SECTION 4 — CHANGES IN THE OWNERSHIP OF A DISTRIBUTORSHIP

### 4.1 Succession Upon Death or Incapacity

4.1.1 Policy and Procedure. Upon the death of a Distributor, the Agreement and a Distributor's rights therein shall pass to his/her lawful heir(s) as provided by law so long as the heir otherwise qualifies to be a Distributor. However, Jeunesse will not recognise such transfer until the heir has submitted a completed business transfer form to Jeunesse reflecting the new ownership, together with a certified copy of the death certificate and a lawful will or trust or court order designating the lawful heir. Upon satisfaction to the Company that a transfer is appropriate, the Distributorship shall be transferred to the heir. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Distributor.

4.1.2 Beneficial Interest. The transfer of a Distributorship in this subsection is subject to the Beneficial Interest policies in section 2.2, except that an heir who is the transferee and already a Distributor may elect which Distributorship to operate. The election must be made within 30 days of notifying Compliance. Upon notification, Compliance will terminate the Distributorship not elected.

4.1.3 Companies. Where a Distributor is a company, and that company's sole owner dies, and unless adjudicated otherwise by a court, the transfer of the company's Distributorship to the heir(s) lawfully entitled to the interest in the company shall be pursuant to section 4.1.1.

4.1.4 Incapacitation. If a Distributor is incapacitated and cannot operate his/her Distributorship, the Company will recognise the Distributor's authorised agent to operate the Distributorship during the incapacity. To do so, the authorised agent must provide satisfactory proof of the Distributor's incapacity and satisfactory proof of his authority to act for the incapacitated Distributor (e.g., a durable or springing power of attorney) that is authentic and which the Company can verify as lawful.

### 4.2 Divorce or Dissolution

4.2.1 Requirements. During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

4.2.1.1 One of the parties may, with written consent of the other(s) and with Jeunesse, operate the Jeunesse Distributorship, agreeing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or

4.2.1.2 The parties may continue to operate the Jeunesse Distributorship jointly on a business-as-usual basis, whereby all compensation paid by Jeunesse will be paid in the same manner it was paid prior to the pending divorce or dissolution.

4.2.2 Commission Payments. Jeunesse will not split Commissions between divorcing spouses or members of dissolving entities, but will pay earnings in the usual manner. In the event that parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and ownership of the Distributorship, the Distributor Agreement and payments shall not change until ordered by a court of competent jurisdiction. Recognition and awards will be conducted by the Company

according to the past practice for the Distributor, unless extra-ordinary circumstances require a different approach, which shall be determined in the sole discretion of the Company.

**4.2.3 6-Month Waiting Rule.** If a former spouse has completely relinquished all rights in the Distributorship in a divorce and pursuant to the divorce decree, he/she must wait six (6) calendar months before applying for a new Distributorship. The Company may waive all or some of the waiting period, at its sole discretion. In the case of a legal entity dissolution, those holding a Beneficial Interest in the legal entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case, however, the former spouse or business affiliate shall have no rights to any Distributors in his/her former organisation or to any former Customer and must develop the new business in the same manner as would any other new Distributor.

### **4.3 Transfers Involving a Spouse or a Closely Held Company**

**4.3.1 Individuals.** A Distributor who is an individual may transfer his/her interest (and the spouse's interest, if applicable) to a legal entity that is one hundred percent (100%) held by one or both spouses. (Example: Mr. A is the sole name on a Distributorship. He may transfer his rights to XYZ, LLC if he (and his wife) is the sole shareholder, officer, or director of XYZ, Inc.)

**4.3.2 Company.** A Distributor that is a legal entity and one hundred percent (100%) owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. Example: XYZ, Inc. is one hundred percent (100%) owned by Mr. A. The Distributorship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A, on the same account).

**4.3.3 Transfer Requirements.** To accomplish a transfer, the Distributor must submit an amended Distributor Application and,

4.3.3.1 if adding a spouse, a copy of their marriage certificate;

4.3.3.2 if removing a spouse, a notarised copy of the signatures of both spouses authorising the removal;

4.3.3.3 if transferring to a legal entity, a certificate of good standing from the state of organisation and a copy of its charter documents showing all the interest holders and management; or

4.3.3.4 if transferring from a legal entity to the individual and/or individual and spouse, an authorising statement signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

### **4.4 Change in Form of a Legal Entity**

A Distributor that is a legal entity and desires to change to another type of legal entity may do so as long as the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarised or other form of authenticated signature that they agree to the change. Also, an amended Distributor Agreement must be submitted by the new legal entity with a notarised resolution of the new legal entity that it assumes the Agreement and all existing liabilities it may have with us. A processing fee will be charged (see Appendix A). Members of the former entity are jointly and severally liable for any indebtedness or other obligation to Jeunesse.

## 4.5 Limitations

Changes within the scope of subsections 4.1, 4.2, 4.3, and 4.6 shall not include a change of Sponsorship and are subject to a fee (see Appendix A.14). If the change involves a change in the Beneficial Interest of a Distributorship, the change is subject to the right of first refusal rules in subsection 4.7.

## 4.6 Transfer or Sale of a Distributorship

4.6.1 Policies. Jeunesse discourages the sale of Distributorships, the transfer of partial interests in Distributorships, and the practice of partnering as a subterfuge for transferring interest. If a Distributor wishes to sell, transfer, or assign (hereinafter in this section “transfer”) his/her whole or partial interest in a Jeunesse Distributorship, then,

4.6.1.1 the transfer is subject to the Right of First Refusal rules in section 4.7; and

4.6.1.2 no changes in line of Sponsorship can result from the transfer; and

4.6.1.3 the selling Distributor may not reapply to become a Distributor under another Sponsor until the waiting period described in section 2.10 has passed; and

4.6.1.4 if approved, the buying Distributor must submit a new Distributor Application and Agreement along with a completed Business Transfer Form according to the instructions on the form.

4.6.2 Companies. Changes in the Beneficial Interest holders of a legal entity, whether by addition or replacement (but not removal or resignation) of a shareholder, director, officer, manager or member, are deemed to be a transfer of interest and are therefore subject to the right of first refusal procedures in section 4.7.

4.6.3 Reserved Rights. Notwithstanding anything herein to the contrary, any transfer of a Sponsor or downline Distributor(s) from his or her current position will only be made if Jeunesse deems it to be in the best interests of its business, as determined by Jeunesse in its sole discretion. Distributors waive all claims against the Company that arise from or related to the decision upon such circumstance.

## 4.7 Right of First Refusal (RFR)

All offers for the sale or transfer of ownership of a Distributorship are subject to the rights of first refusal as described herein, except that it shall not apply to transfers made pursuant to sections 4.1, 4.2, and 4.3.

4.7.1 Procedures. If a Distributor receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in a Distributorship, the Distributor shall first offer to sell such interest to Jeunesse on the same terms and conditions contained in the Good Faith Offer. The Distributor shall deliver the Good Faith Offer in writing to Jeunesse, and Jeunesse shall have fifteen (15) business days in which to accept the offer. A “Good Faith Offer” is an arm’s length written offer to purchase the Distributorship rights and obligations by a Person that is not a Distributor, which Jeunesse, in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Distributorship rights and obligations.

4.7.2 This section shall apply to each new Good Faith Offer received by the Distributor.

4.7.3 Compliance Department Approval. The seller and buyer must submit the following to the Compliance Department for review and approval i) a fully signed purchase and sale agreement between the buyer and seller; ii) a completed and signed Distributor Application and Agreement from the Buyer; and iii) a completed Sales/Transfer form. Jeunesse may request additional documentation that may be necessary to analyse the transaction between the buyer and seller. The Compliance Department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within three (3) business days after its receipt of all necessary documents from the parties. Distributors waive all claims against the Company that arise from or related to the decision upon such circumstance.

4.7.4 Voidable Sales; Assumption of Obligations; Waiting Period. If the seller transfers or attempts to transfer his or her Distributorship upon terms different than those set forth in the offer to Jeunesse, such transactions shall be voidable at Jeunesse's option. Further, if the parties fail to obtain Jeunesse's approval for the transaction, Jeunesse may refuse to recognise the transaction.

## **SECTION 5 — PROMOTING THE JEUNESSE PRODUCTS AND OPPORTUNITY**

### **5.1. Product Sales**

5.1.1 Sales Presentations. At sales presentations, Distributors shall truthfully identify themselves, the Jeunesse Products, and the purpose of their business to prospective Customers. Distributors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of Products offered shall be accurate and complete in all aspects, including, but not limited to, price, terms of payment, refund rights, guarantees, and after-sales services and delivery.

5.1.1.1 Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer.

5.1.1.2 Distributors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a Customer's age, illness, lack of understanding or lack of language expertise.

5.1.1.3 Distributors shall not directly or by implication disparage any other company or Product. Distributors shall refrain from using comparisons that are likely to mislead and that are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated.

5.1.1.4 When renting a facility for a meeting, any fee charged to attending Distributors and their guests shall be limited to what is reasonably necessary to cover the direct costs of the meeting. Such meetings are not intended to provide a profit to Distributors.

5.1.1.5 Sales presentations must limit content that is specific to Jeunesse Products and the opportunity.

5.1.2 Suggested Retail Price. Jeunesse provides a suggested retail price as a guideline for a Distributor's retail sales. A Distributor is not permitted to advertise any price below the wholesale price; however, a Distributor may privately negotiate and sell Jeunesse Products to his or her Customers at any price upon which they agree.

5.1.3 Sales Receipt. Upon making a face-to-face sale, the Distributor will provide its Retail Customer a completed sales receipt pursuant to Appendix B. Distributors shall also retain copies of their sales receipts from such sales for not less than three (3) years.

5.1.3.1 Jeunesse may at its discretion conduct random and targeted audits of Distributors to determine their compliance with this subsection. Jeunesse may also contact the Retail Customers to verify the sales.

5.1.3.2 Distributors who fail such audits shall be subject to remedial actions, to include those described in sections 8.2 and 8.3.

## **5.2. Claims**

This section describes Product and opportunity claims that a Distributor may make, and the limitations. It also explains the types and methods of advertising the Distributor may use in building a Jeunesse business.

5.2.1 Product Claims. A Distributor may make claims about the Products that are in the Official Jeunesse Literature of the country for which it is approved. A Distributor shall not make claims about the Product that are not in the Official Jeunesse Literature.

5.2.2 The Opportunity, Lifestyle and Income Claims. Distributors must truthfully and fairly describe the Financial Rewards Plan.

5.2.2.1 No past, potential or actual income claims may be made to prospective or current Distributors, nor may Distributors use their own incomes as indications of the success assured to others.

5.2.2.2 Distributors may not display Commission payments or make specific income claims or representations when recruiting or otherwise representing the opportunity.

5.2.2.3 Images of cash awards shall not be posted online or otherwise used to promote the opportunity.

5.2.3 Permitted Claims. Lifestyle and income claims arising from the Rewards Plan shall be in strict accordance with the permitted claims in Addendum C.

## **5.3. Advertising Materials**

Because many aspects of the Jeunesse opportunity and the Products are regulated, compliance with advertising laws is important. The Company makes every effort to comply with advertising law and expects the same from each Distributor.

5.3.1 Use of Approved Materials. Only Official Jeunesse Literature may be used in presenting Jeunesse Products and/or the Jeunesse Rewards Plan and opportunity. Jeunesse literature may not be duplicated or reprinted without prior written permission from the Jeunesse Compliance Department. For approval mail, fax or email a copy of the proposed advertising material to the Jeunesse Compliance Department.

Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Distributors should allow forty-eight (48) hours from receipt for processing.

5.3.2 Electronic Advertising. Only Jeunesse approved materials may be used in the Placement of any advertising in any print, radio, television, internet, electronic or other media. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by Jeunesse. Items on the corporate website and the replicating website may be downloaded for promotional purposes. However, a Distributor may give away free product for promotional purposes.

## 5.4. Trademarks and Copyrights

5.4.1 Ownership. The Jeunesse name and the name of all Company Products, services and programs are the trademarks of, and are owned by, the Company. The Company also licences rights to names of, and ingredients found in certain Company Products (Third-party Marks). The Company commits significant resources to the application, maintenance, and preservation of its trademarks and copyrights.

5.4.2 Authorized Use. Distributors may use the trademarks and Third-party Marks only when authorized in writing. A Distributor may not use Company names or trademarks, names, logos, e-mail addresses, trade dress or trade names, or any distinctive phrases used by the Company or Third-party Marks to promote the Distributor's Jeunesse business without the Company's written permission. If such permission is granted, then as the Company changes or abandons any of the trademarks or trade names, the Distributor agrees to also change or abandon such trademarks or trade names. To protect the Company's rights, a Distributor may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to Jeunesse's names, trademarks, logos, or trade names and those of Jeunesse's Products. Unlawful use of any trademark that is not owned or licensed by Jeunesse is strictly prohibited. When a Distributor has been authorized to develop and sell swag, he or she may use Jeunesse trademarks if authorized in writing; however, they shall not sell the swag for more than cost.

5.4.3 Unauthorised Registrations. Distributors may not use or attempt to register with a government or private agency (including any Internet domain registration service) any Company trade names, trademarks, service marks, copyrights, Product names, or the Jeunesse name or any derivative thereof.

5.4.4 Rights of Usage. Distributor acknowledges that any licence received from the Company to use Jeunesse's trademarks and copyrighted materials is non-exclusive. Distributor expressly recognises that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from Distributor's use) inures directly and exclusively to the benefit of Jeunesse and is the property of Jeunesse and that, on expiration or termination of the Agreement, no monetary amount shall be attributable to any goodwill associated with Distributor's use of the trademarks or copyrighted materials.

5.4.5 Damages. Distributors are liable to Jeunesse for any damages arising out of their misuse of Jeunesse's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorised by these Policies and Procedures or as otherwise approved in writing by Jeunesse.



5.4.6 Copyrights. All of the Company's literature, audiotapes, videotapes, Internet web site material, and programs are copyrighted by the Company and may be duplicated only by obtaining the Company's prior written consent.

## **5.5. Others Uses and Means of Advertising**

5.5.1 Identifying Independent Contractor Status. Any use of a Jeunesse tradename or trademark in an advertisement must clearly indicate that the Distributor is an independent Distributor of the Company.

5.5.2 "Toll Free" Telephone Number Listings. Jeunesse Distributors are not permitted to list their "toll free" telephone numbers under the Jeunesse trade name.

5.5.3 Imprinted Checks. Jeunesse Distributors are not permitted to use the Jeunesse trade name or any of its trademarks on their business or personal checking accounts.

5.5.4 Imprinted Business Cards or Letterheads. Jeunesse independent Distributors are not permitted to create their own business cards or letterhead with the use of the Jeunesse name or trademark without written approval from Jeunesse.

## **5.6. Internet and Website Advertising**

5.6.1 Jeunesse Replicating Websites. Except as described in this subsection, only Jeunesse's replicating website program may be used for advertising and selling the Jeunesse Products or opportunity on websites. The replicated websites should link seamlessly and directly to the official Jeunesse website, giving the Distributor a professional and Jeunesse-approved presence on the Internet.

5.6.2 No Unauthorized Websites. No Distributor may authorize, own, or use a website (except as described herein), or use the names, logos, or Product descriptions of Jeunesse therein to promote (directly or indirectly) the Jeunesse Products, opportunity or services on a website. Online third-party retail sales platforms (e.g., Amazon, Alibaba.com, Allegro, etc.) and auction sites (eBay) and Social Media sites (e.g., Facebook Marketplace, Wish, etc.) are not authorized channels of distribution and shall not be used to sell Jeunesse Products.

5.6.3 Training Website. A Distributor must achieve the rank of Emerald Executive in order to apply for permission to operate a training website, which may include a lead generation service. A Distributor must enter into a website agreement before launching a training website. See the Training Website License and Procedure Form in JOffice.

5.6.4 Websites. Products sold on the Internet, whether on a retail site as described herein or on another website approved by Jeunesse, shall be sold and advertised in accordance with the terms of these Policies and Procedures. A Distributor must enter into a website agreement and receive approval from the Company's Compliance Department in order to operate a website that is not a Training Website. See the Distributor Website License and Procedure Form in JOffice. Receipt of approval must occur before launching the website or making revisions. Such websites are prohibited from selling product through a private shopping cart.

5.6.5 Social Media. Distributors may use social networking sites, blogs, and other social media and applications and other sites that have content that is based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, Twitter, Flickr etc.) (collectively, “Social Media”) to (1) communicate preliminary information about Jeunesse or the Distributor’s involvement with the Company, (2) direct users to a Company website or an approved Distributor website; and (3) post Official Company Materials authorized for posting. In the event that Jeunesse deems any content posted pursuant to this subsection inappropriate for whatever reason, the Distributor shall remove the content within 24 hours or less. Distributors are not permitted to use any Social Media platform to directly sell Jeunesse Products. (e.g., Facebook Marketplace, Wish, etc.).

5.6.6 Additional Requirements. If the Company grants prior written approval to a Distributor to use a website or other forms of advertising via the Internet for promoting the Products or Opportunity in any way, a Distributors must abide by the guidelines in the written approval, as well as the following:

5.6.6.1 Distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell Products or services or Sponsor Distributors;

5.6.6.2 Distributors, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used and shall otherwise comply with all privacy and personal data protection laws and regulations;

5.6.6.3 Distributors shall never use or share personal information collected on-line, unless the use is in accordance with the Agreement. Distributor shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his/her personal information not be shared, Distributors shall refrain from sharing such information;

5.6.6.4 Distributors shall provide individual consumers the option to terminate any further communication between the Distributor and the consumer and if any consumer requests that a Distributor cease communication, the Distributor shall immediately stop communicating upon such request;

5.6.6.5 Distributors must abide by all laws and regulations regarding electronic communications;

5.6.6.6 Distributors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed;

5.6.6.7 Distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and

5.6.6.8 Distributors may not, directly or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

5.6.7 Internet Domains. A distributor shall not use or register the trademarks, trade names, or product names of Jeunesse or any derivative or abbreviation thereof as a domain name, social media account name, or email address.

5.6.8 Email and Newsgroup Advertising. Distributor emailing, or employing the services to email, unsolicited and unapproved email flyers are fully responsible for all information regarding the Product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by Jeunesse. "Spamming", as well as telephoning or faxing, without compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, or chain letters. Users of the Jeunesse website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website. Per section 5.4, Jeunesse trademarks shall not be used by Distributors in email addresses (e.g., jeunessediamondmaker@getrich.com).

5.6.9 Recordings. Distributors shall not produce or reproduce Jeunesse produced audio or video materials detailing the Jeunesse opportunity or Products. Distributors shall not audiotape in any manner any Jeunesse meeting, event, or conference nor shall they post such recordings online in any social media forum.

5.6.10 Telephone Answering. Distributors may not answer the telephone or create recordings saying "Jeunesse" or anything similar that could lead the caller to believe that he/she has reached the Corporate Office of Jeunesse.

5.6.11 Voicemail Systems. Jeunesse maintains a voicemail system for use by Distributors. This system is a tool intended to promote communication with downline organisations. Under no circumstance shall a Distributor use the Jeunesse voicemail system to promote the sale of other services and Products or any non-Jeunesse program or opportunity.

## **5.7. Permitted Channels of Sale; Retail Establishments; Service Establishments**

5.7.1 Service Establishments. A Distributor may, upon approval by the Jeunesse Compliance Department, offer Products through channels of trade set forth in the Agreement, including service establishments such as gyms, hair salon, professional offices and similar establishments, so long as they are not a large chain, defined as three or more facilities in the chain. There shall be no advertising signage on the exterior of the establishment. Interior signage must include that the Products are being offered by an independent Distributor of Jeunesse. The refund policy in Appendix B shall apply to all sales and each sale shall be concluded with a Sales Receipt, which is found in the Joffice. The Products may not be repackaged and servings from open containers may not be made in such establishments (e.g., shakes, Luminesce™ facials, etc.), however, free samples may be offered.

5.7.2 Prohibited channels. Prohibited channels of trade include retail establishments. A retail establishment is any fixed location where the primary business is to sell Products to the public.

## 5.8. Endorsements

No endorsements by any third parties may be alleged, except as expressly communicated in Jeunesse literature and communications. However, a Distributor may use before and after images of himself or of family members or of third parties if the family members and third parties provide consent. Conditions for the “after” image must be as close to the “before” image as possible. In other words, the lighting, angle, facial expression, makeup, clothing, etc., should be as identical as possible. Also, the Distributor must include the date of each image, or the number of days between the images. The images may not be altered or filtered. The Distributor must include a statement with the before and after images that he/she is an independent Distributor of Jeunesse.

## 5.9. Trade Shows

5.9.1 Distributors may promote, display and sell Jeunesse products and opportunity at approved trade shows, professional expositions, events, markets and other public forums. Before holding space or submitting a deposit to event organizers, Distributors must first obtain approval from Jeunesse to ensure that no other Distributor has confirmed their attendance at the event.

5.9.2 Approval will be granted for up to three separate booths operated by distributors. Approval will be given in the order applications are received. Approval will only be granted for the event and dates specified, unless the event is a regular, ongoing market, in which case ‘ongoing’ approval is granted until cancelled or revoked. Any requests to participate in future events must again be submitted for approval. Prior attendance at an event will not guarantee approval of the Distributor’s future attendance for any event.

5.9.3 The Distributor must use approved signage, literature, promotional material and advertising at events. Distributor must clearly indicate he/she is an Independent Jeunesse Distributor. Distributors are required to operate exclusive Jeunesse stands at events meaning that no other product or service can be offered at the stand.

5.9.4. Jeunesse does not provide liability or other insurance coverage that is sometimes required to participate in such events. Such coverage, if necessary, is the responsibility of the Distributor. Jeunesse does have global product liability insurance and this is not the responsibility of Distributors.

## 5.10. Product Care and Quality Controls

5.10.1 Distributor shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, QR code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Distributor may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. In addition to the restrictions in 3.7.1, Distributor shall not advertise, market, display, or demonstrate non-Jeunesse products together with Jeunesse Products in a manner that would create the impression that the non-Jeunesse products are made by, endorsed by, or associated with Jeunesse.

5.10.2 Product Storage and Handling. Distributor shall exercise due care in storing and handling the Products, store Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by Jeunesse from time to time.

5.10.3 Product Inspection. Promptly upon receipt of the Products, Distributor shall inspect the Products for damage, defect, or other nonconformance (collectively, “Defects”). Distributor shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Distributor shall not sell any Products that are expired. If any Defects are identified, Distributor must not offer the Product for sale, and must promptly report the Defect to Jeunesse by either submitting a ticket through the back office to HelpDesk or by calling Customer Service.

5.10.4 Recall and Customer Safety. To ensure the safety and well-being of the end-users of the Products, Distributor shall cooperate with Jeunesse with respect to any Product recall or other consumer safety information dissemination effort, including, but not limited to, contacting the Distributor’s Retail Customers.

## **5.11. Media Interviews**

Distributors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicise Jeunesse, its Products or their Jeunesse businesses, without the express prior written approval of Jeunesse. All media inquiries should be referred to Jeunesse’s corporate office through [press@jeunesseglobal.com](mailto:press@jeunesseglobal.com).

# **SECTION 6 — COMMISSIONS, BONUSES AND OTHER REWARDS**

## **6.1. Eligibility and Payment**

6.1.1 Earnings. A Distributor is eligible to be paid Commissions and granted rewards pursuant to the currently published Financial Rewards Plan and if he/she is not in breach of the Agreement and has otherwise complied with the requirements. Commissions and bonuses are paid ONLY on the sales of Jeunesse Products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of Distributors.

6.1.2 No Earning Guarantee. Each Distributor is neither guaranteed a specific income nor assured any level of profit or success. His/her profit and success can come only through the successful retail sales, use, and consumption of Products and the activities of other Distributors in their downline.

6.1.3 Payment. Jeunesse pays Commissions within thirty (30) days following the close of a Commission period. Bonuses from promotions will be paid within the period stated in the promotion’s terms. For company accounts, we will pay to the company listed on the account; otherwise Jeunesse will pay to the primary account holder. Without prejudice to the Company’s right of termination, Jeunesse may suspend or revoke payment if a Distributor is in breach of any term or condition of the Agreement. Jeunesse may also debit the Distributor’s account or withhold payable Commissions if money is owed.

6.1.4 Adjustments to Commissions. When a Product is returned to Jeunesse for a refund, the Commissions and Bonuses attributable to the returned Product(s) will be deducted from the Commission Month in which the refund is given, and continuing every pay period thereafter until the Commission and/or Bonus is recovered from the Distributors who received Commissions or Bonuses on the sales of the refunded Products.

6.1.5 Errors or Questions. If a Distributor has questions about or believes any errors have been made regarding Commission and Bonus calculations, charges, or offsets, the Distributor must notify the Company in writing within sixty (60) days of the date of the purported error or incident in question. Jeunesse will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.

6.1.6 Minimum Commission Payment Amount. Commissions will be paid only after the total in a commission period is \$10 or more.

6.1.7 Processing Fees. A fee shall be assessed for each commission payment issued by Jeunesse to a Distributor (see Appendix A.14). Also, Jeunesse may charge a processing fee for special services requested by the Distributor (e.g., special reports - Jeunesse may charge an hourly fee with a one hour minimum or a flat fee).

6.1.8 Unclaimed Commission Payments. Should a Distributor fail to claim commissions paid to him/her pursuant to the Agreement, Jeunesse will charge a fee for each notice that is sent to the Distributor advising that the property has not been claimed. The fee amounts are in Appendix A.14.

6.1.9 Dormancy Fees. A monthly dormancy fee (see Appendix A.14) will be charged for the following:

6.1.9.1 All outstanding Commissions that have not been withdrawn from the Distributor's virtual wallet within six (6) months of issuance;

6.1.9.2 Commissions in a Distributor's wallet when there has been no activity in the wallet for a period of six (6) months;

6.1.9.3 Pending Commission payments that are delayed for a period of six (6) months due to the action or inaction of a Distributor.

6.1.9.4 The fee will be charged monthly on each outstanding weekly Commission payment. The dormancy fee cannot reduce the Commission below \$0.

## **6.2. Commission/Bonus Buying Prohibited**

Buying Product in one's downline in order to earn greater Commissions, bonuses, and other rewards or to advance in rank is strictly and absolutely prohibited. Bonus buying includes:

6.2.1 the enrollment of individuals or companies without the knowledge of and/or execution of a Distributor Application by such individuals or companies;

6.2.2 the fraudulent enrollment of an individual or company as a Distributor or Customer;

- 6.2.3 the enrollment or attempted enrollment of non-existent individuals or companies as Distributors or Customers (“phantoms”);
- 6.2.4 purchasing Products on the account of another Distributor or Customer,
- 6.2.5 purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or
- 6.2.6 any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or bonuses that is not driven by bona fide Product purchases by end users.

## **SECTION 7 –PRODUCT ORDERING & SHIPPING**

### **7.1. Ordering**

7.1.1 Purchase at Discount. Distributors are entitled to purchase Products from Jeunesse at a price discounted from the retail price. All Jeunesse Products and literature prices are subject to change without prior notice.

7.1.2 Direct Purchases. A Jeunesse Distributor should purchase Product directly from Jeunesse. In the event that a Distributor obtains Product from his/her Sponsor or upline Distributor’s personal inventory, the Commissions associated with the purchase will be attributed to the Sponsor or upline Distributor who purchased the Product.

7.1.3 Purchase Limits. The Jeunesse opportunity is built on selling Products to end consumers. A Distributor’s primary opportunity is to develop and maintain Customers. The Company also allows the purchase of Product to use for building their business and for personal consumption. A Distributor agrees to not purchase more Product than what he can resell to his Customers or otherwise personally use as permitted herein within a reasonable period of time.

7.1.4 Seventy Percent Rule. Distributors are neither required to purchase nor required to carry any amount of inventory of Products. For those Products purchased by a Distributor, the Distributor shall personally sell, consume, or use for business building at least seventy percent 70% of the Product from every order placed with the Company prior to placing another order. The Distributor agrees to validate his/her compliance if requested by the Company or a governmental agency.

7.1.5 Back Orders. Should any Jeunesse Product or sales material be unavailable for any period of time, Jeunesse Distributors will be given the option of placing the order(s) and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

7.1.6 No Stockpiling. The success of Jeunesse depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. Jeunesse recognises that Distributors may wish to purchase certain Products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new Distributors as they are Sponsored.

## 7.2. Credit Card Purchases

7.2.1 Limitations. Credit card purchases may only be made by the individual whose name and address is on the credit card. Any Distributor who uses another individual's credit card to pay for purchases should submit a credit card authorisation form to Jeunesse with the order prior to placing the order. Jeunesse considers unauthorised credit card use as fraudulent and may report such actions to the proper authorities for settlement.

7.2.2 Chargebacks. Under no circumstance will any Distributor charge back any credit card purchase. Any Distributor who does so will be deemed to have voluntarily resigned his or her Distributorship and the Agreement will terminate. If an erroneous charge is applied to the Distributor's credit card, the Distributor should immediately contact Jeunesse to initiate an investigation and potential refund.

## 7.3. SmartDelivery™

7.3.1 Monthly Charges. A Distributor may choose to have Product shipped monthly on an automatically processed order (SmartDelivery). SmartDelivery is not mandatory and is free of charge for Distributors. The credit card or bank draft listed on the Distributorship will automatically be charged for each monthly SmartDelivery order.

7.3.1.1 Orders in which payment method is declined may not be processed. Attempts may be made by Jeunesse to reprocess the order should the payment method decline; however, Jeunesse makes no assurances that these attempts will be made.

7.3.1.2 If the credit card is due to expire, Distributor acknowledges that his/her issuing bank may update the card's expiration date automatically, which will allow Jeunesse to process the order payment; however, Distributor agrees to be responsible for providing current payment.

7.3.1.3 All orders may be subject to a sales or transaction tax, which will be added to the order total. Shipping & handling charges will also be added.

7.3.2 Responsibility. If an order cannot be processed due to payment difficulties, Jeunesse will not be held responsible for volume shortfalls pursuant to the Financial Rewards Plan. Distributor agrees that Jeunesse reserves the right to change his/her SmartDelivery orders to subsequent payment methods added by Distributor if the first payment method declines. The charge sequence will be in the order that Distributor lists as payment methods in the back office.

7.3.3 Cancellation. To cancel its SmartDelivery profile, Distributor must complete and submit the Cancellation of SmartDelivery form found in the JOffice or call Customer Service. Changes to the Distributor's SmartDelivery profile, must be received by Jeunesse seventy-two (72) hours in advance of the next shipment.

7.3.4 Wire Transfer. If a Distributor elects to pay for his/her SmartDelivery orders or other orders by wire transfer, the Distributor must use the wire transfer form found in Members Only in JOffice. The wire transfer must be made 3 to 5 business days in advance of the end of the commission period to ensure the purchased CV is counted in that commission run. When funding the wire transfer, the Distributor is



responsible to pay the sending bank's fees and to add \$15 USD to cover Jeunesse's fees for receiving the wire. Jeunesse will not be responsible for any personal volume shortfalls if the funds to fully pay for the order are not received.

## **7.4. Shipping**

7.4.1 Distributor Responsibilities. It is the ordering Distributor's sole responsibility to indicate (a) the method and means of shipping; and (b) destination address. The methods available are stated on each order form and on the Jeunesse website along with prepaid costs for shipping.

7.4.1.1 Jeunesse will only accept street addresses for shipping purposes.

7.4.1.2 Orders will be shipped via its contracted carriers so that they may be tracked and, if necessary, replaced in a timely manner. Jeunesse shall not be held liable for unsuccessful deliveries due to limitation arisen from the address indicated by Distributor

7.4.2 Costs. [reserved]

7.4.3 Risk of Loss and Passage of Title. Risk of loss and passage of title with respect to Products purchased and sold hereunder shall pass to Distributor at the time that the Products are made available for pick-up at Jeunesse's warehouse or when delivered to Distributor pursuant to the terms of the order.

7.4.4 Damaged Shipments. If Product appears damaged delivery, a Distributor should accept delivery and before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged and if possible, take pictures to use as evidence, save the damaged Product and box(es) for inspection by the shipping agent, make an appointment with the shipping company to have the damaged goods inspected, and if necessary, file a claim with the shipping company and notify the Customer Service Department of Jeunesse.

7.4.5 Short Shipments. Jeunesse takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors must report any damages within five (5) business days following receipt of shipment. Once notified and verified, Jeunesse will ship missing items to the address on the original order.

7.4.6 Undeliverable Orders.

7.4.6.1 Should the receiving party of an order shipped from Jeunesse refuse delivery and the shipment is returned to Jeunesse, the ordering Distributor's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the Distributor's account.

7.4.6.2 In the event that a package is returned due to a Distributor's error, or if the package was not picked up in a timely manner and returned, Jeunesse will charge the Distributor the shipping fee.

7.4.7 No "Holding" Shipments. Jeunesse will not "hold" orders or delay shipment of Products that have been processed. Once payment has been received, all orders must be released for shipping.

7.4.8 No Consignments. In order to protect the Jeunesse business and the integrity of Jeunesse, Jeunesse Products may not be delivered to a Jeunesse Distributor or another party on consignment. Only authorised Jeunesse Distributors may sell Jeunesse Products.

7.4.9 Product Abandonment. An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within ninety (90) days from the date of order, the Company reserves the right to determine the final outcome of the order and the Distributor releases the Company from any further obligation or liability for the outcome.

7.4.10 NFR Orders.

7.4.10.1 Jeunesse shipping charges for international Not For Resale (NFR) orders cover delivery to the purchaser's door, but do not include other charges which may be incurred at the destination country such as (but not only) handling, documentation, quarantine fees, duties, taxes, storage costs etc. These charges must be paid by the ordering Distributor as required.

7.4.10.2 Shipments coming from overseas are duty-free, meaning that Jeunesse does not collect the taxes and duties. Depending on country where this is being ordered from, these may be collected at the ordering Distributor's locale by their local government authorities upon arrival in their market. Such fees are determined locally and Jeunesse has no influence over them, or financial interest in them. Unless a country has a specific agreement and/or tax-free threshold amount, taxes on duty-free items will usually need to be paid before release of products, and may usually be paid in the local currency.

7.4.10.3 Countries designated as NFR markets by Jeunesse do not have registered products within the country. Products shipped there are for personal use only. Reselling and distributing products in NFR countries is unlawful and strictly prohibited. Distributors violating this policy are subject to discipline, including termination.

## **7.5. Returning Orders**

7.5.1 Return Policies. See Appendix B for the policies for returning Products and Sales Aids.

7.5.2 Commission Adjustments. Jeunesse will reclaim or claw back Commissions paid for Products returned for a refund. The upline Distributors will accordingly be subject to adjustment of their Commissions, rewards, and Rank upon recalculating volume deducted due to the Product returns.

## **SECTION 8 — DISPUTES; VIOLATIONS; BREACH OF CONTRACT; TERMINATION; APPEAL**

### **8.1. Disputes Between Distributors**

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to his/her Distributorship, the Distributor should try to resolve it with the other Distributor. If the matter involves interpretation or violation of the Agreement by the other Distributor, the complaining or aggrieved Distributor must report it in writing to the Jeunesse Compliance

Department, via email or certified mail. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report. Such communications must bear the Distributor's signature and UserID. Anonymous complaints will be accepted, but Jeunesse may not take corrective action without credible evidence. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Jeunesse may inform a Distributor's upline leaders of any actions or potential actions taken pursuant to this section 8.

## **8.2. Remedies for Violations of the Agreement**

Jeunesse's practice is to attempt to remedy violations through educational methods, when appropriate. Escalated disciplinary action may be warranted by the nature of the breach or violation. Remedies elected by Jeunesse are within its sole discretion. All remedies are cumulative and not exclusive of other remedies.

**8.2.1 Education.** Jeunesse's practice is to educate Distributors who may violate any of the policies in the Agreement. Such education is typically through an education letter. When such education efforts are ignored and violations are repeated, Jeunesse may escalate its action against the Distributorship. However, this section in no way limits Jeunesse's rights to take stronger action, to include suspension and termination, if Jeunesse, in its sole discretion, determines that such action is appropriate and necessary to protect the Company.

**8.2.2 Suspension.** Jeunesse may suspend a Distributor Agreement for cause.

**8.2.2.1** Such involuntary suspensions are solely within Jeunesse's discretion. Typically, suspension is imposed pending the investigation of violations. Jeunesse will notify the Distributor by postal delivery and/or email sent to the latest address listed with Jeunesse for the Distributor. In the event of a suspension, a Distributor shall immediately cease representing himself/herself as a Distributor with Jeunesse.

**8.2.2.2** The length and conditions of the suspension may vary, depending upon the circumstances and investigation. Suspension may or may not lead to termination of the Distributor account.

**8.2.3 Effects of Suspension.**

**8.2.3.1** While suspended, the Distributor's SmartDelivery settings may remain in effect, at the Company's discretion, and may result in the order being placed and charged to their credit card unless otherwise cancelled by the Distributor.

**8.2.3.2** Any Commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by Jeunesse pending resolution. Should the breach be deemed unsubstantiated by Jeunesse, the suspension shall be lifted and the unpaid earnings will be credited to the Distributorship; however, should the breach be substantiated, Jeunesse may withhold some or all of the earnings to offset damages it incurs as a result of the Distributor's breach.

**8.2.3.3** During the applicable suspension period, Jeunesse shall have the right to prohibit the suspended Distributor from purchasing Products and services.

8.2.3.4 A suspended Distributor does not have the right to represent himself/herself as a Distributor or promote his/her business or the Products during the applicable suspension period.

8.2.4 Fines. When circumstances are deemed appropriate, and in its sole discretion, Jeunesse may impose a monetary fine for any breach of the Agreement.

8.2.5 Volume Adjustments. In cases involving line switching and related violations, Jeunesse may move volume to other Lines of Sponsorship, when appropriate, and may claw back commissions previously paid.

8.2.6 Rank Adjustments. When a Distributor advances in rank by violating section 6, Jeunesse may cancel the rank advancement.

### **8.3. Termination**

8.3.1 Termination. In the event of a breach of the Agreement, in addition to other remedies available at law, the non-defaulting party shall be entitled to terminate the Agreement, subject to the terms herein.

8.3.2 Notice-Serious Breach. In the event of a serious breach by Distributor, Jeunesse may terminate the Agreement and shall send the breaching Distributor a written notice of the termination, citing the reason(s) for the action. The notice shall be delivered in writing to the Distributor by email and/or by certified post. Termination shall be effective as set forth therein, if a timely appeal is not provided by the Distributor in accordance with the appeal procedure set forth below. "Serious breach" includes, but is not limited to Line Switching, Cross-Recruiting, or Enticement (see section 3.9), Non-Solicitation before and after termination (see sections 3.7), and other breaches of the Agreement where Jeunesse reasonably believes it will be damaged, any attempt to cure would be ineffective, or that the breaching Distributor's downline is at risk of being Cross-Recruited.

8.3.3 Notice-All Other Breaches. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the Distributor and delivered either through email and certified post. Distributor shall have the right to (i) respond with ten (10) business days of the date of the notice (except that violations involving Product and opportunity claims will have a 48-hour response time) with facts in defence, or in extenuation or mitigation of his/her breach; or (ii) to cure the breach. Failure to respond or cure may result in termination without further notice. If a response is provided, Jeunesse shall examine the response and respond either with a request for clarification or notice of termination.

8.3.4 Effective. The notice of termination shall be effective as set forth therein, if a timely appeal is not provided by the Distributor in accordance with the appeal procedure set forth below

8.3.5 Effects of Termination. Immediately upon termination, the terminated Distributor:

8.3.5.1 Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Jeunesse Product, plan or program;

8.3.5.2 Must cease representing himself/herself as a Distributor of Jeunesse;

8.3.5.3 Loses all rights to his/her Distributorship and position in the Rewards Plan and to all future Commissions and earnings resulting therefrom;

8.3.5.4 Must take all action reasonably required by Jeunesse relating to its materials and protection of its confidential information and intellectual property; and

8.3.5.5 Is barred from submitting a new Distributor Application and Agreement at any time in the future.

8.3.5.6 Must immediately cease selling Jeunesse Products.

8.3.6 Right of Offset. Jeunesse has the right to offset any amounts owed by a Distributor to Jeunesse. Where laws on termination are inconsistent with this policy, the applicable state law shall apply.

8.3.7 Appeal. A terminated Distributor may appeal termination by submitting a letter to the Compliance Department of Jeunesse stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). Jeunesse must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification.

8.3.7.1 If a Distributor files a timely appeal, Jeunesse will, at its sole discretion, review and notify the Distributor of its decision. The decision of Jeunesse shall be final and will not be subject to further review.

8.3.7.2 If Jeunesse has not received the letter of appeal by the deadline date, the termination shall be final.

8.3.7.3 In the event that an appeal is denied, the termination shall remain in effect as of the date of Jeunesse's original notice.

## **SECTION 9 — MISCELLANEOUS PROVISIONS**

### **9.1. The Agreement**

9.1.1 Entire Agreement. The Agreement, in its current form and as amended by Jeunesse at its discretion, constitutes the entire contract between Jeunesse and the Distributor. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. A faxed copy of the Agreement shall be treated as an original in all respects

9.1.2 Amendment. Jeunesse, at its discretion, reserves the right to amend the Distributor Agreement, its Product prices, Product availability and formulations, as it deems appropriate. Any Distributor Agreement amendments shall be published on Jeunesse's website and shall be effective thirty (30) days thereafter. It is the Distributor's responsibility to stay abreast of current and updated information, and Jeunesse is in no way liable for any Distributor's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If Jeunesse brochures, Product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorised for use by Jeunesse Distributors.

9.1.3 Waiver. No failure of Jeunesse to exercise any power under these Policies and Procedures or to insist on strict compliance by a Distributor with any obligation to provision herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of Jeunesse's right to demand exact compliance. Waiver by Jeunesse can be affected only in writing by an authorised officer of Jeunesse. Jeunesse's waiver of any particular default by a Distributor shall not affect or impair Jeunesse's right or obligation of any other Distributor, nor shall any delay or omission by Jeunesse to exercise any right arising from default affect or impair Jeunesse's right as to that or any subsequent default.

9.1.4 Severability. If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure that Jeunesse has prescribed is held to be invalid or unenforceable, Jeunesse shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A Distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

9.1.5 Assignment. A Distributor may not assign any rights or delegate his/her 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 the Agreement.

9.1.6 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.

## **9.2. Miscellaneous**

9.2.1 Limitations of Liability. To the extent allowed by law, Jeunesse and its affiliates, officers, directors, employees and other Distributors shall not be liable for and each Distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to Jeunesse's performance, non-performance, act of omission with respect to the business relationship or other matter between the Distributor and Jeunesse whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Distributor shall not exceed, and is hereby expressly limited to, the amount of unsold Jeunesse Product owned by the Distributor, which was directly purchased thereby from Jeunesse, and any Commissions or bonuses due.

9.2.2 Indemnification. Each and every Distributor agrees to indemnify and hold harmless Jeunesse, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Distributor's (a) activities as a Distributor; (b)

breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

9.2.3 Force Majeure. Jeunesse shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

9.2.4 Arbitration. See Appendix A.15

9.2.5 Limitation of Actions. 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 (1) 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.

## SECTION 10 — DEFINITIONS

10.1 SmartDelivery. A program in which Jeunesse automatically ships Products to Distributors on a recurring basis and automatically charges the Distributor's credit card for each shipment. The Distributor must establish a profile through his/her JOOffice to designate the Products, credit card(s) to be charged, shipping address, etc.

10.2 Commissions. Monies earned by a Distributor, as determined by the Commissionable Volume of Products retailed or purchased by a Distributor and/or by his/her downline.

10.3 Commissionable Volume (CV). The point value assigned to Products sold for purposes of calculating Commissions under the Compensation Plan.

10.4 Customer. End Consumers of the Product, including retail, Preferred, and Wholesale Customers.

10.5 Distributor. An independent contractor whose Distributor Application has been accepted by Jeunesse.

10.6 Distributorship. The collective rights and obligations arising from the Agreement. It is sometimes also referred to as a Distributor's "account".

10.7 Financial Rewards Plan. The method by which a Distributor may generate Commissions and is compensated for retail sales and sales volume within his or her downline. The Financial Rewards Plan is described in Jeunesse's literature.

10.8 Official Jeunesse Literature. Brochures and printed materials, audio or video recordings, websites, and other materials developed, printed, published, and distributed by Jeunesse to Distributors.

10.9 Personal Volume (PV). Product CV a Distributor generates through sales to his/her Customers and through personal Product purchases.

- 10.10 Placement. A Distributorship's position in the network on his/her Sponsor's right or left leg.
- 10.11 Preferred Customer. A customer in Jeunesse's database who can place orders online directly with Jeunesse. Such sales are credited to the designated Distributor. A Preferred Customer is not a Distributor.
- 10.12 Products. Any commodity sold by Jeunesse that has CV assigned to it.
- 10.13 Sponsor. A Distributor who introduces an applicant to Jeunesse and is listed as the Sponsor on the Distributor Application. To Sponsor means to introduce a person to Jeunesse who becomes a Distributor.
- 10.14 Starter Kit. A selection of Jeunesse at-cost training materials and business support literature that each new Distributor purchases.
- 10.15 Active has the same meaning as in the Financial Rewards Plan.



## APPENDIX A — MODIFICATIONS TO POLICIES & PROCEDURES — UNITED KINGDOM

These provisions apply to the country named herein and may modify specific provisions of the Policies and Procedures.

### *A.1 Distributor Rights (amending and restating 1.4 Distributor Rights)*

Once a Distributor Application and Agreement has been accepted by Jeunesse, the benefits of the Financial Rewards Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

A.1.1 Purchase Jeunesse products at the Distributor price;

A.1.2 Retail Jeunesse products and profit from these sales;

A.1.3 Participate in the Jeunesse Financial Rewards Plan (receive bonuses and commissions, if eligible);

A.1.4 Introduce Preferred Customers and sponsor other individuals as Distributors into the Jeunesse business and thereby, build a marketing organisation and progress through the Jeunesse Financial Rewards Plan;

A.1.5 Receive periodic Jeunesse literature and other Jeunesse communications (Jeunesse may periodically send commercial emails on behalf of Distributors. By entering into the Agreement, Distributor agrees that Jeunesse may send such emails and that the Distributor's postal and email addresses will be included in such emails as outlined above. Distributor shall honor opt-out requests generated as a result of such emails sent by Jeunesse);

A.1.6 Participate in Jeunesse-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and

A.1.7 Participate in promotional and incentive contests and programmes sponsored by Jeunesse for its Distributors.

### *A.2 Independent Contractor. (modifying 1.5 Independent Contractor)*

Distributor is independent contractor and the Agreement does not create a franchise or an employer/employee, partnership, or joint venture relationship. Distributor shall have no legal right or authority to act on behalf of, represent, or conclude any contracts on behalf of Jeunesse, bind Jeunesse to any obligation or to make representations or give warranties on behalf of Jeunesse. Distributor does not have any authority to incur any debt, obligation or liability on behalf of Jeunesse. As an independent contractor, Distributor is responsible for paying all relevant national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; and Distributor acknowledges that he/she is not covered by any employment protection legislation and will not be treated as an employee with respect to this agreement for any tax or legal purposes, or otherwise. Distributor agrees to maintain adequate insurance against all relevant risks including public liability.

### ***A.3 Company Enrollment (modifying 2.3.1)***

Husbands, wives or common-law couples (collectively “spouses”) who wish to become a Distributor must submit a single Distributor Application and Agreement. Neither may have a Beneficial Interest in another Distributorship (see 2.2). The action of one spouse will be attributed to both spouses and, therefore, the Distributorship.

### ***A.4 Corporations, Partnerships and Trusts***

The documents submitted to verify the existence and status of a company may include documents issued by the country’s company registrar that reflect the details and principals of the company.

### ***A.5 Selling Products in other EU countries (adding to 2.12)***

Distributor is authorised to resell Products and operate his/her Distributorship (i) in the country for which it is specified and (ii) in any other member state of the European Union (“EU”) and the European Economic Area (“EEA”) provided that the sale of the Products is permissible under local law and regulations.

### ***A.6 Retail Sales Receipts (adding to 2.13 Record Keeping)***

Distributor must keep copies of all Retail Sales Receipts on file for at least six years. Distributor is required to pay any applicable VAT, if required by law. Jeunesse will maintain documentation for orders placed directly to Jeunesse by Distributor’s Customers.

### ***A.7 Post Termination Restrictions (modifying 3.7.2 Restrictions After Termination)***

The post termination period is modified from 12 months to 90 days.

### ***A.8 Data Privacy – GDPR (added to 3.12 Privacy)***

A.8.1 Consent. You hereby agree and consent that the personal data specified in this Agreement as well as personal data collected in the performance of this Agreement and your Distributor activities is necessary for the Company to operate and co-ordinate the Jeunesse distribution network and carry out its obligations under this Agreement. The data collected is used by the Company's internal and external departments taking part in the operation of the management of the distribution network. It will be transferred outside the European Economic Area for the purpose of processing by the Company. It may be transferred to other Distributors pursuant to the provisions of this Agreement. You may have access to the personal data relating to yourself and have it corrected if it is incorrect.

A.8.2 Compliance with Law. The parties shall agree to perform their rights and obligations under this Agreement (including, without limitation, the collection, use, processing, storage and maintenance of personal data) in accordance with applicable data protection law and, in particular, as from May 25, 2018, with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, “GDPR”) and any and all applicable (supplementing) data protection laws and regulations, as amended from time to time (the “Data Protection Laws”).

A.8.3 Meaning. When used in this Agreement, personal data, data subject, processing, controller and processor have the meaning assigned to these terms under applicable Data Protection Laws.

A.8.4 Distributor's obligations. Jeunesse and Distributor both acknowledge that for the purposes of the GDPR, Jeunesse is the Data Controller and Distributor is the data processor in respect of any Personal Data. By using and accessing the personal data contained in the backoffice activity reports, or by maintaining a database of contacts or customers, Distributor may also be a data controller under the GDPR and shall process the personal data in accordance with the GDPR. Distributor agrees to comply with the terms of the Jeunesse Privacy Policy. Distributor shall process the Personal Data only in accordance with Jeunesse's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by Jeunesse. Distributor shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data (where applicable). Distributor shall:

A.8.4.1 process the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

A.8.4.2 ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

A.8.4.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons

A.8.4.4 respect the conditions referred to in paragraphs 2 and 4 of article 28 of the GDPR for engaging another processor;

A.8.4.5 take into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights;

A.8.4.6 assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (security of processing, data breach notification to the regulator and the data subjects, if needed, data protection impact assessment and prior consultation) taking into account the nature of processing and the information available to the processor;

A.8.4.7 at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless applicable law requires storage of the personal data; and

A.8.4.8 make available to the controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR to the processor and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

A.8.5 Indemnification. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this agreement. Jeunesse acknowledges that Distributor is reliant on it for direction as to the extent to which Distributor is entitled to use and process the Personal Data. Consequently, Distributor will not be liable for any claim brought by a Data Subject arising from any action or omission by Distributor, to the extent that such action or omission resulted directly from Jeunesse's instructions.

**A.9 *Suggest Retail Price Revision (amending and restating section 5.1.2)***

Jeunesse provides a suggested retail price as a guideline for a Distributor's retail sales. A Distributor may sell Jeunesse Products at any price.

**A.10 *Advertising the Opportunity in the United Kingdom (added as 5.1.4)***

A.10.1 Should Distributor promote the Jeunesse opportunity in the United Kingdom in any way, Distributor must include his/her name and address, a description of the Products, and contain the following words.

*"It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.*

*Do not be misled by claims that high earnings are easily achieved."*

A.10.2 Such statements must (i) not appear at the beginning or the end of the advertisement; (ii) insofar as the advertisement contains any information as to the sources of income for participants from participation in the trading scheme, appear together with such information and be given no less prominence than such information; (iii) be easily legible or audible; and (iv) be afforded no less prominence than that given to any other information in the advertisement apart from the heading of the advertisement.

**A.11 *Online Auction Sites (added as section 5.6.6.9)***

Distributor is prohibited from directly or indirectly selling the Products online through online forums that offer auction as a mode of selling. Distributor agrees that this provision is material to the Agreement and if Distributor breaches it, Distributor agrees that Jeunesse may terminate the Agreement without prior notice and cure period.

**A.12 *Risk of Loss and Transfer of Title (amending and restating 7.4.3)***

Risk of loss with respect to Products purchased and sold hereunder shall transfer at the time of delivery to Distributor; title transfers at the time full payment for the Products is received.

**A.13 *Taxes***

A.13.1 Income. With respect to income withholding and reporting: Jeunesse is required to withhold a percentage on distributor income depending on the amount of the commission earned. It is your responsibility to disclose income from Jeunesse activities to the tax authorities and pay the applicable income taxes.

A.13.2 Commissions. If VAT registered, you are required to provide proof of VAT registration to Jeunesse prior to charging Jeunesse VAT on your income. You hereby agree to notify Jeunesse of your VAT number if/when required, and you agree to provide proof of registration to Jeunesse within a reasonable time of registering for VAT. Jeunesse will not retroactively apply your VAT registration. You agree to provide a VAT invoice for your services within 14 days of receiving commissions and understand that after 14 days, 100% of your future bonus amounts will be retained until a VAT invoice is supplied to Jeunesse.

A.13.3 Product sales: Jeunesse collects and remits the applicable VAT on Product sales to the tax authority. You may obtain a copy of the VAT Invoice by logging into your Joffice.

#### ***A.14 Schedule of Fees:***

Section 1.3.2	Annual renewal fee (waivable)	\$19.95
Section 2.7	Placement and Sponsorship changes	\$50
Section 2.8	Adding or Changing a Co-Applicant	\$50
Section 4.3-4.4	Changes Involving individual to a company	\$50
Section 4.6	Sale/Transfer of a Distributorship	\$50
Section 6.1.7	Payment processing	\$2.50
Section 6.1.7	Special services	As determined by the company
Section 6.1.8	Reissued payments	\$15
Section 6.1.8	Notice of unclaimed property	\$20
Section 6.1.9	Monthly dormancy fee for unclaimed property	\$20
Section 7.3.4	Wire transfers	\$2.50
Section B.4	Restocking fee for returned Product	10%
	All others	As determined by the company

#### ***A.15 Binding Arbitration***

A.15.1 All disputes, claims, demands, counts, causes of action, or controversies between the Parties, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory (“Dispute”) relating to Jeunesse, its Products, the Agreement, 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 will be resolved in a binding, confidential, individual and fair arbitration process before the London Court of International Arbitration ("LCIA"), and not in court. **Distributor understands that there is no judge or jury in arbitration, and court review of an arbitration award is limited.** The only exceptions to this are that (i) each Party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights; and (ii) each Party may apply to and obtain from any court having competent 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. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitrator. Any arbitration between the Parties will be conducted in accordance with the Arbitration Act 1996 and the LCIA's then-current Rules ("Rules"). The number of arbitrators shall be one. The set, or legal place, of arbitration shall be London, England and the language to be used in the arbitral proceedings shall be English. 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.

**A.15.2 Class Action Waiver.** The Parties expressly agree that any proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, regardless of whether the procedures or rules of LCIA would allow such an action. The Parties expressly waive their rights to file or participate in a class action or seek relief on a class or representative basis.

## APPENDIX B — RETURN POLICIES — UNITED KINGDOM

### ***B.1 Return Procedure***

Every Distributor, or online or Preferred Customer, as the case may be, must comply with the following procedures when returning Products for a replacement, exchange, or refund.

B.1.1 Contact Customer Service by submitting a ticket through the Distributor's JOffice or calling Customer Service at +447441913402 or +443308083262 to obtain a Return Merchandise Authorization (RMA) number prior to returning the Product.

B.1.2 Pack and ship the Products to Jeunesse. Proper shipping carton(s) and packing material are to be used and the best and most economical means of shipping is suggested. Any package received without the RMA clearly visible on the package exterior may be refused.

### ***B.2 Retail Customer Returns***

B.2.1. Guarantee. Jeunesse offers a thirty (30) day, one hundred percent (100%) unconditional money back guarantee on the first order of Products sold to all Retail Customers. Each Jeunesse Distributor shall extend this guarantee to their Retail Customers for sales made directly to their Retail Customer (face-to-face and not online).

B.2.2. Cancellation. Customers have a right to cancel any order and obtain a full refund of their first order by notifying their Jeunesse Distributor within thirty (30) days of the date of the contract, as stated on the Sales Receipt. Customers who wish to cancel the contract must do so in writing and may exercise their right by sending or delivering a written notice of cancellation to the person named in the Sales Receipt, within the later of thirty (30) days after the date of the contract or fourteen (14) days after receipt of the Product.

B.2.3 Procedures for Cancellation. Customers will receive a full refund of the price paid for the products within thirty (30) days of notice being given in accordance with the terms of the Sales Receipt. If Customers cancel the order, they must take reasonable care of the products both before cancellation and for at least twenty-one (21) days after cancellation. Customers must return the products at their own expense and take reasonable care to ensure that their Jeunesse Distributor receives the products and that the products are not damaged in transit. Customers will be liable for any loss of or damage to the products as a result of any failure by them to take reasonable care of the products. Customers may not cancel an order, contract or return products for the supply of goods made to their specification or clearly personalised which by reason of their nature cannot be returned or are liable to deteriorate rapidly. The Sales Receipt a Distributor gives the Customer when selling Product shall include the following notice of cancellation:

## NOTICE OF CANCELLATION

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
[ENTER DATE OF TRANSACTION]

You may CANCEL this transaction in writing upon the later of FOURTEEN (14) days of receipt of the product or THIRTY (30) days of the date of the contract.

If you cancel, any payments made by you under the contract will be returned in full within THIRTY (30) days of notice being given in accordance with the Sales Receipt.

If you cancel, you must take reasonable care of the products both before cancellation and for at least twenty-one (21) days after cancellation. You must return the products at your own expense and take reasonable care to ensure that the seller receives the products and that the products are not damaged in transit. You will be liable for any loss of or damage to the products as a result of any failure by you to take reasonable care of the products. You may not cancel an order.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, to:

Name of Distributor: \_\_\_\_\_.

Address of Distributor's place of business: \_\_\_\_\_

\_\_\_\_\_.

NO LATER THAN MIDNIGHT OF \_\_\_\_\_. (date)

I hereby cancel this transaction.

\_\_\_\_\_  
Customer Signature

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

### B.2.3 Procedures for Refund. In addition to the requirements in B.1:

B.2.3.1 Submit to Jeunesse a copy of the Retail Receipt used for the purchase and the Retail Customer's notice of cancellation. It must be completed and the refund portion must be signed by the Retail Customer.

B.2.3.2 Return the Product to Jeunesse within fifteen (15) days of receiving the Products from their Retail Customer.

B.2.4 Costs. Jeunesse will pay the cost of shipping replacement Product(s) to the Distributor.

B.2.5 Compliance. Jeunesse will not replace the Product to the Distributor for such retail sales by him/her if these policies are not followed.



### ***B.3 Returns for Online Sales Made to All Customers and Distributors***

B.3.1 Guarantee. Jeunesse offers an unconditional thirty (30) day money back guarantee for the initial Product order and Starter Kit/JKit to Distributors and Customers. If for any reason they are dissatisfied with any Jeunesse Product, he/she may return the Product to Jeunesse within thirty (30) days for a replacement, exchange or full refund of the purchase price (less shipping).

B.3.2 Procedures for Refund. In addition to the requirements in B.1:

B.3.2.1. The Distributor on whose account the sale was made must pay the shipping costs for returning the Product;

B.3.2.2 The Product must be received by Jeunesse within ten (10) calendar days from the date the RMA is issued.

B.3.3 Orders made after thirty (30) days are subject to B.4.2 and B.4.3.

### ***B.4 Resignation Returns and Refunds***

When terminating the Agreement, a Distributor may return Currently Marketable Product for a refund if purchased within three (3) months prior to the request for refund. Because Starter Kits are virtual and the fee is for the JOOffice service only, Jeunesse will pro-rate the refund of the JKit

B.4.1. “Currently Marketable” means that the Products and/or JKit to be returned are in a resalable condition. Additionally, excluded from Currently Marketable Products are those Products whose commercially reasonable shelf life period has passed as well as Products for which Jeunesse disclosed prior to purchase as being seasonal, discontinued, or special promotion Products and not subject to the repurchase obligation.

B.4.2 Restocking Fee. A ten percent (10%) restocking fee shall be charged for authorized returns. The refund amount shall be ninety percent (90%) of the original net purchase price.

B.4.3 Shipping Costs. The Distributor shall assume the costs of returning the Products to Jeunesse. The shipping and handling charges incurred by the Distributor when the Products were purchased will not be refunded.

B.4.4 Non-Compliance. In the event that the returned Products do not meet the conditions for return, such merchandise will be held for up to thirty (30) days, during which time the Distributor should comply with the return procedures in order to receive the refund. If after the thirty (30) days the conditions have not been met or a return has not been requested, Jeunesse may destroy such inventory without further compensation to that Distributor.

B.4.5 Resignation. Any request for refund of Products shall be deemed a voluntary resignation of the Agreement.

### ***B.5 NFR Markets***

Products purchased through the Jeunesse NFR program must be returned within ninety (90) days of purchase.

B.5.1 Procedures. The refund procedures in B.1 apply.

B.5.2 Costs. The Distributor shall assume the costs of returning the Products to Jeunesse. The shipping and handling costs incurred by the Distributor when the Products were purchased will not be refunded. Jeunesse will pay the shipping and handling costs for replacement Products.

## ***B.6 Refunds***

B.6.1 Refund to Same Source. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card. If the payment was made by check, the refund will be issued in the form of a check.

B.6.2 Right to Withhold. When Products are returned, Jeunesse will reverse the commission payment generated by the purchase of those Products. Jeunesse will withhold future commissions owed to the Distributor and upline in order to recover such commission/benefits paid. Jeunesse will also reverse any other benefit that may have arisen to such purchasing Distributor or their upline, including re-working of qualifications and rewards. Jeunesse will also withhold owed shipping charges from any refunds, unless otherwise specified in this Appendix B.

## ***B.7 Refusal of Delivery***

Should a Distributor refuse delivery of a Jeunesse shipment that is the Distributor's first order, Jeunesse will follow its one hundred percent (100%) guarantee policy in section B.3.1. For all other orders from Distributors, Jeunesse will treat the refusal as a Resignation Return per section B.5 above.

## ***B.8 Warranties***

EXCEPT AS EXPRESSLY STATED ON THE PRODUCT LABELING, JEUNESSE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH JEUNESSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF JEUNESSE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." JEUNESSE DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. JEUNESSE DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR HOSTED BY JEUNESSE OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. JEUNESSE IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.