



## European Generic– Independent Distributor Application and Agreement

Jeunesse Global (Europe) Limited, Registered Office: Frodsham Business Centre, Bridge Lane, Frodsham, Cheshire, WA6 7FZ, United Kingdom  
 Ph: (407) 215-7414 Fax: 407-772-2448  
 Registered in England - Company No: 07464371 VAT Registration No: GB 103 351 565

Rev. 5-29-2012

**TO AVOID ERRORS, PLEASE TYPE OR PRINT CLEARLY. THANK YOU.**

Applicant Information	
Name:	username:
VAT Registration No. (if registered):	Date of Birth: MONTH / DAY / YEAR
Co-Applicant's Name:	
Co-Applicant's VAT Registration No. (if registered):	
Physical Address (No PO Boxes):	
City/Town, County, and Postal Code:	
Primary Phone:	Secondary Phone:
E-mail:	

Sponsor Information	
Name:	
username /ID number:	
Phone:	Fax:
E-mail:	
Sponsor's Signature:	
By signing this Application Form, I agree to fulfill the obligation of the Sponsor of the applicant as described in the Jeunesse Independent Distributor Agreement.	
Placement	
<input type="checkbox"/> Left	<input type="checkbox"/> Right <input type="checkbox"/> Auto

**Assumed Names, Limited Company, Partnerships, or Trusts**–If your business will be owned by a Limited Company, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

Optional Product Purchase–You may select one or more of our product packages for personal use or resale at this time. Make sure to enter the appropriate quantity below.	
<input type="checkbox"/> <b>Basic Package–€150.00.</b> 100 CV. 1 bottle of LUMINESCE™ cellular rejuvenation serum, 1 bottle of LUMINESCE™ daily moisturizing complex, 1 box of Réserve™ gel packs.	Quantity:
<input type="checkbox"/> <b>Supreme Package–€392.87.</b> 300 CV. 2 bottles of LUMINESCE™ cellular rejuvenation serum, 1 bottle of LUMINESCE™ daily moisturizing complex, 2 jars of LUMINESCE™ advanced night repair, 2 boxes of Réserve™ gel packs. Pearl for 60 days.	Quantity:
<input type="checkbox"/> <b>Jumbo Package–€592.87.</b> 400 CV. 3 bottles of LUMINESCE™ cellular rejuvenation serum, 3 bottles of LUMINESCE™ daily moisturizing complex, 3 jars of LUMINESCE™ advanced night repair, 2 boxes of Réserve™ gel packs. Sapphire for 90 days.	Quantity:
<input type="checkbox"/> <b>Ambassador Package–€785.73.</b> 500 CV. 4 bottles of LUMINESCE™ cellular rejuvenation serum, 4 bottles of LUMINESCE™ daily moisturizing complex, 4 jars of LUMINESCE™ advanced night repair, 3 boxes of Réserve™ gel packs. Sapphire for 180 days.	Quantity:
<input type="checkbox"/> <b>1 Year Jumbo Package–€1342.88.</b> 1060 CV (400 CV pushed immediately, plus 60 CV per month for 11 months). 7 bottles of LUMINESCE™ cellular rejuvenation serum, 6 bottles of LUMINESCE™ daily moisturizing complex, 6 jars of LUMINESCE™ advanced night repair, 6 boxes of Réserve™ gel packs. Sapphire for 90 days. Includes prepaid Autoship for 1 year.	Quantity:
<b>Starter Kit</b> Each Applicant must purchase a Jeunesse Global Starter Kit. The Starter Kit includes your personal replicated website with a retail store, shopping cart and personalized Jeunesse Back Office with all the management tools to run your business. The Annual Renewal fee is €14.25. If 360 CV in accumulated Autoship is maintained during the preceding year, the Annual Renewal fee is waived.	Starter Kit € 21.39 Optional Products € _____ VAT at 19% € _____ <b>Total Due € _____</b> <b>Shipping is additional and is based on order and destination.</b>
Payment Information	
<input type="checkbox"/> Personal Check (make payable to Jeunesse) <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express	
Card No. _____	Expiration Date (MM/YYYY) _____
Name on Card _____	3 or 4 Digit CCV No. _____
Billing Address _____	
Signature _____	Date _____

### Agreement

I apply to become a Jeunesse Independent Distributor ("Distributor"). My signature certifies that I have read and understood and agreed to abide by the Jeunesse Terms and Conditions set out on the back of this Application Form (as amended by Jeunesse from time to time) which together with the Jeunesse Financial Rewards Plan and the Policies and Procedures, comprise the agreement between us ("Agreement"). I confirm that the information I have given in this Application Form is correct and that I am of legal age to enter into this Agreement.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Jeunesse Director's Signature (signed for and on behalf of Jeunesse Global [Europe] Limited) \_\_\_\_\_ Date \_\_\_\_\_

Mail the completed and signed original Application and Agreement to: Jeunesse Global (Europe) Limited, Frodsham Business Centre, Bridge Lane, Frodsham, Cheshire, WA6 7FZ, or fax to 001 407 772 2448. If Application is faxed, you must fax both the front and back of the Application. Application Forms may also be emailed to [sales@jeunesseglobal.com](mailto:sales@jeunesseglobal.com). Please confirm your Application Form was received, regardless of submission method, with a follow-up email. By signing this Application Form, I agree to fulfill the obligation of the Sponsor of the Applicant as described in the Jeunesse Independent Distributor Agreement.

## and Conditions

Jeunesse Global (Europe) Limited, a company registered in England and Wales under company number 07464371 and whose registered office address is at Frodsham Business Centre, Bridge Lane, Frodsham, Cheshire, WA6 7FZ (referred to in these Terms and Conditions as "Jeunesse") is the promoter of this trading scheme in Europe. The products and services supplied under this scheme, are nutritional food supplements, skincare and such other products or services as Jeunesse may market from time to time (the "Products"). Sales of these Products are made by Jeunesse Independent Distributors who participate in the scheme as distributors and order-takers. These terms and conditions, together with the Application Form, the Jeunesse Policies and Procedures and the Jeunesse Financial Rewards Plan (as may be varied from time to time) form the Agreement between Jeunesse and myself ("Agreement"). Upon acceptance of the Agreement by Jeunesse and in consideration of Jeunesse granting to me the non-exclusive right and privilege to purchase and promote Jeunesse Products and the Jeunesse business opportunity, I (including any joint Distributor) hereby agree to the following terms and conditions:

1. I understand and agree that I am an independent contractor and the Agreement does not create a franchise or an employer/employee, partnership, or joint venture relationship. I 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. I do not have any authority to incur any debt, obligation or liability on behalf of Jeunesse. As an independent contractor, I am responsible for paying all relevant national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; and I am not covered by any employment protection legislation and I will not be treated as an employee with respect to this agreement for any tax or legal purposes, or otherwise. I agree to abide by all laws relating to my business. I will be responsible for my conduct in relation to my business with Jeunesse and will indemnify Jeunesse in regards to any claims against Jeunesse and/or myself arising out of my conduct. I will maintain adequate insurance against all relevant risks including public liability.
2. I understand and agree that:
  - (a) as a Distributor, I shall be remunerated in accordance with the Financial Rewards Plan as amended from time to time.
  - (b) Jeunesse has instituted a stop-loss safeguard to insure adequate commission payouts. The earning cap per pay period is 60% of the total CV (commissionable volume) during that period.
3. The only financial obligation on me during the period of twelve (12) months from the date of the Agreement (as set out in the Application Form) is to purchase a Promotional Pack/Starter Kit and, if I elect to renew the Agreement, the payment of the Annual Renewal administration fee.
4. I understand that Jeunesse Distributors are not guaranteed any specific amount of earnings and that any earnings and success will depend upon the sale of Jeunesse Products, the acquisition of customers for Jeunesse Products and the sales and acquisition of customers by other Jeunesse Distributors in my Downline Organisation.
5. I will present Jeunesse's business opportunity to prospects in a truthful manner. I will abide by all legal requirements (and the Codes of the Direct Selling Association [DSA]). I will not make any misleading earnings claims. I will accept recruiting responsibilities by ensuring that any prospective recruit is 18 years of age or older.
6. I will present Jeunesse products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of Jeunesse.
7. I will not accept orders for purchases which I know to be for unreasonable volumes, for example if the purchaser had no need of the goods, either for his own use or for re-sale within a reasonable period.
8. I will make personal or telephone contact with consumers only in a reasonable manner and during reasonable hours, normally not before 8:00 am or after 9:00 pm, and I will inform the consumer that the purpose of the visit is to solicit or confirm an order for Products.
9. I will demonstrate or sell only Jeunesse Products at parties. I will not demonstrate or sell any other Products, including any products made personally by me, as part of my business, at any party or at a Jeunesse-sponsored event or meeting.
10. I will make only such verbal or written Product claims with respect to Product efficacy as are authorized by Jeunesse.
11. When making an appointment to visit a consumer, I will:
  - (a) inform the consumer as to the purpose of the visit;
  - (b) if the visit is not a party plan sales event and is likely to last more than 15 minutes, inform the consumer as to the likely length of the visit;
  - (c) where Products are intended particularly for the elderly or infirm, check for any vulnerability (lack of understanding etc.) that the consumer might have. In such cases, I will use an effective screening system able to identify vulnerable consumers and take all reasonable steps to ensure that the vulnerability is not exploited, even unintentionally.
12. Upon notification to the Distributor, Jeunesse may at its discretion amend the Agreement. The Distributor's continued engagement in promoting Jeunesse Products, promoting the Jeunesse business opportunity, or both, after notice of any revisions to the Agreement, including in particular the Policies and Procedures and the Financial Rewards Plan shall constitute his/her agreement to such revisions.
13. I will order Products under the Agreement in accordance with the procedure set out in the Independent Distributor Promotional Pack/Starter Kit as amended product, financial rewards programme or company, and I will make no such claim in respect of Jeunesse to others.
15. I understand that my Distributor position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without the prior written consent of Jeunesse, which consent will not be unreasonably withheld, such transfer or assignment to be in accordance with the procedures and conditions set out in the Policies and Procedures.
16. This Agreement shall commence upon its receipt and acceptance by Jeunesse and shall continue for a period of one (1) year, unless otherwise specified by Jeunesse. Jeunesse reserves the right in its sole discretion to accept or reject an application to become a Distributor. I understand that if I wish to continue as a Jeunesse Distributor, I am required to renew the Agreement annually prior to the expiration date set by Jeunesse and that on renewal I shall be required to pay the Annual Renewal administration fee of €14.25 including VAT for the year 2012 which sum shall include Jeunesse's administration and processing costs and Jeunesse's fee for providing information, newsletters and support throughout the following year (such amount to be subject to revision for subsequent years). Jeunesse may at its option accept late renewal applications but shall not be required to do so. Where Jeunesse does not accept a late application, anyone wishing to renew after expiry must re-apply to become a Distributor under the same sponsor, with the loss of any downline.
17. I will not promote my Distributor business nor use Jeunesse's name, or the trade names, logos, sales materials, trade marks or service marks of Jeunesse except in materials provided by Jeunesse or approved in writing by Jeunesse prior to their use by me. I understand that unauthorised use or duplication of trade marks or copyrighted materials is a breach of law.
18. I understand that any verbal or written statements made by me, as an independent contractor, with regard to Jeunesse's Products, and the Jeunesse business opportunity, must be based strictly on the written information issued by Jeunesse, for example, in current Distributor and sales promotion literature and in accordance with the Policies and Procedures, and that I am liable for all statements I may make which deviate from such information issued by Jeunesse. I agree to indemnify Jeunesse from and against any loss, damages, claims, and costs including legal fees or court costs or fines arising from unauthorised representations made by me.
19. I am responsible for supervising and supporting Distributors I sponsor into the scheme and in my commissionable Downline Organisation. I agree to maintain monthly communication and support to those Distributors in my commissionable Downline Organisation by way of any of the following, or combination thereof: personal contact, telephone communication, written communication, and attendance at Distributor meetings.
20. No purchase or investment is necessary to become a Distributor other than the purchase of a Promotional Pack/Starter Kit. I hereby acknowledge that purchase of any Products, promotional or sales aid literature or attendance at any Jeunesse sponsored training is entirely optional.
21. I may terminate the Agreement without penalty and with or without cause or reason at any time upon giving not less than fourteen (14) days written notice to Jeunesse at the return address set out at the bottom of these Terms and Conditions. Jeunesse may terminate the Agreement at its sole discretion, by giving not less than seven (7) days notice in writing effective immediately if I have committed any breach of the Agreement or for any other reason. Where Jeunesse terminates the Agreement due to a breach by me, Jeunesse will follow the procedure set out in the Policies and Procedures. Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, I will be released from all future contractual liabilities towards Jeunesse on termination of the Agreement at any time.
22. I understand that I have the right within a period of fourteen (14) days of entering into the Agreement, to cancel the Agreement without penalty by giving written notice of termination to Jeunesse at the return address set out below and (i) to cancel any outstanding orders with Jeunesse and to receive a refund of all monies paid by me in connection with my joining the Jeunesse scheme, (ii) to return any Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold Products are in the condition in which they were in at the time of purchase (whether or not their external wrappings have been broken), and to require Jeunesse to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Products. Jeunesse shall not be entitled to make a handling charge in respect of any Products returned by me under this section. After termination, I understand that I must wait six (6) months from the date of termination of the Agreement before re-applying to become a Distributor.

- (a) Where I terminate the Agreement more than fourteen (14) days after entering into it, then I shall have the right to return to Jeunesse any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Jeunesse the price (inclusive of VAT) which I paid for the Products, less:
- in the case of any Products, the condition of which has deteriorated due to an act or default on my part, an amount equal to the diminution in their value resulting from such deterioration; and
  - a reasonable handling charge (which shall be ten per cent [10%] of the price paid for the Products).
- (b) Where Jeunesse has terminated the Agreement, I shall have the right to return to Jeunesse any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Jeunesse the price (inclusive of VAT) which I paid for the Products together with any costs incurred by me for returning the Products to Jeunesse, and
- where I hold the Products I shall return them within twenty-one (21) days of the date of such termination at Jeunesse's expense to the return address set out below or as notified by Jeunesse to me from time to time; or
  - where I do not hold the Products (for example because payment is due on delivery), Jeunesse shall refund me forthwith.
- (c) Where either Jeunesse or myself terminate the Agreement more than fourteen (14) days after entering into it, I may also return (at Jeunesse's expense) any original, unused, and commercially re-saleable goods purchased from Jeunesse more than ninety (90) days but less than one year prior to such termination and Jeunesse will give me a refund amounting to ninety per cent (90%) of the VAT inclusive price of such goods less an amount equal to (i) any commissions, bonuses or other benefits (in cash or in kind) received by the me in respect of those products, (ii) any amounts due from me to Jeunesse on any account, (iii) a reasonable handling charge, (iv) any diminution in the value of the goods returned to Jeunesse in a deteriorated or non-merchantable condition. Jeunesse shall be under no such obligation if and to the extent that the products: (a) were acquired in breach of this Agreement, (b) are not returned to Jeunesse in an unused, commercially resalable condition not more than fourteen (14) days after termination, or (c) if Jeunesse had been informed that the products were seasonal, discontinued or special promotion products which were not to be subject to buy-back.
24. Jeunesse shall be entitled to request proof of ownership, e.g. sale receipts for the Products I require Jeunesse to buy back in accordance with the Agreement.
25. I understand and agree that bonuses or commissions paid to me on Products returned by or refunded to Distributors in my Downline Organisation, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with Jeunesse at any time where a Distributor in my downline organisation terminates his/her Distributor Agreement or it is terminated by Jeunesse.
26. I agree that payments of refunds will be made in the same form as the original payment and in accordance with Jeunesse termination procedure in force from time to time.
27. In consideration of the granting of the Distributor position, I agree that I will not during the term of the Agreement or for a period of ninety (90) days thereafter, take or encourage any action the purpose or effect of which would circumvent, breach, interfere with or diminish the value or benefit of Jeunesse's contractual relationships with any Jeunesse Distributors. Without prejudice to the generality of the foregoing, I will not directly or indirectly contact, solicit, entice, sponsor or accept any of Jeunesse's Distributors into, or in any way promote to any such Distributors opportunities in competing marketing programmes of any direct sales company other than Jeunesse or to cease being a Jeunesse Distributor.
28. I agree that Jeunesse may retain and process the personal information given by me to Jeunesse for purposes including the marketing commission's payable and performance of the Jeunesse business and for any purpose set out in Jeunesse's privacy notice or notified to me from time to time. Jeunesse may record this information manually and/or electronically and will be the data controller for this information. Jeunesse may disclose and transfer such personal information to other members of the Jeunesse group of companies which are situated inside and outside of the EEA and to other persons for the purposes of Jeunesse's business including other Jeunesse Independent Distributors. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request.
29. I will take appropriate steps to protect the security of personal data in my possession. In the supply of promotional or training literature (sales aids) in hard copy or electronic form I will:
- utilise only materials that are approved by Jeunesse or comply with the same standards to which Jeunesse adheres;
  - not make the purchase of such sales aids a requirement for downline Distributors;
  - provide such literature (and any other sales aids) at no more than a reasonable and fair price, equivalent to the price of similar material available generally in the marketplace;
  - offer a written return policy that is the same as the return policy of Jeunesse;
  - not require any other Distributor to purchase any sales aids or other
- and
- not permit the sale of sales aids to be a profit centre for any Distributors.
30. Jeunesse's Genealogies (being the information held by Jeunesse relating to its Distributors, which at Jeunesse's option may include but are not limited to its relationships with each of its Distributors, the sponsorship of each Distributor, the Distributor's downline and teams and historical purchasing information for each Distributor) contain confidential information which is highly sensitive and valuable to Jeunesse's business and which shall at all times remain the property of Jeunesse. In the event that Jeunesse shall agree to disclose details of any of its Genealogies to me, I shall (to the extent such details are not publicly available other than by breach of the Agreement) at all times and without limit in time treat such details as confidential information in the nature of a trade secret and shall not use or disclose or permit the use or disclosure of such details to any other person (and shall take all reasonable steps to protect and maintain the security of the information) and shall use the details solely for the benefit of my Jeunesse business and of Jeunesse and for the stated purpose for which they were provided; and I shall return copies of any such information to Jeunesse forthwith upon the termination of the Agreement for whatever reason.
31. This Agreement (as amended from time to time) constitute the entire agreement between us and supersedes all previous discussions, correspondence and negotiations between us relating to its subject matter. Each of us agrees that we shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each of us agrees that the only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
32. No failure to exercise and no delay in exercising on the part of Jeunesse, any right under the Agreement shall operate as a waiver thereof.
33. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to Jeunesse at the return address set out below or such other address notified from time to time by such party to the other.
34. If at any time any term or provision in the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.
35. The terms and conditions of the Agreement and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Jeunesse's Return Address in Europe:  
 Emarc  
 Aalsmeerderweg 249/O  
 1432 CM  
 Aalsmeer  
 Netherlands