

**BUSINESS DEVELOPMENT AGREEMENT**

This Business Development Agreement is entered into by and between Jeunesse Global, LLC ("the Company" or "JEUNESSE") and Matthew Nestler (username: matthewn) (collectively referred to as "Distributor") effective March 5, 2014 (the "Effective Date") in which the parties agree as follows:

**1.0 RECITALS**

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

1.2 Distributor will be an independent distributor of the Company who has substantial knowledge and experience in distributing products throughout various international markets through an MLM structure.

1.3 The Company desires to provide additional incentives to Distributor to develop Jeunesse Global business in accordance with the terms and provisions of this Agreement,

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

**2.0 BUSINESS DEVELOPMENT PAYMENT**

2.1 Distributor agrees to focus his exclusive full-time efforts to build the Jeunesse market, during the term of this agreement. To support Distributor's efforts in building the markets, the Company will provide additional support as set forth in this agreement.

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

2.2.1 Company will "Top Up" Distributor's earnings on a monthly basis to \$15,000 (actual support payment \$15,000 less the commissions earned by Distributor during the month) for up to six months, beginning with the month of March, 2014 and ending August, 2014 so long as the Distributor has achieved the following unencumbered personal group sales volumes (unencumbered volume is volume from distributors that are not receiving any support payments from Company):

Month 1	CV 15,000
Month 2	CV 30,000
Month 3	CV 45,000
Month 4	CV 60,000
Month 5	CV 75,000
Month 6	CV 90,000

In the event distributor does not generate the CV required in this paragraph, but produces at least 50% of the required monthly volume, Company shall top up the distributor to the pro rata reduced monthly amount based on the amount of Personally Sponsored Group Volume CV to the required CV set forth herein.

Payments under this paragraph shall be paid by Company to Distributor by the 10<sup>th</sup> of the following month.



2.2.2 Sponsorship of position keving will be held by company until such time as initial investment is paid back.

2.2.3 Any commissions which exceed \$15,000 per month will be applied to the payback of the initial investment of keving position.

2.2.4 After the payback of the initial investment of keving position, any commissions exceeding \$15,000 per month will be divided equally between Distributor and a position designated by Company to be used as a travel fund for keving downline. Distribution of the payment will be handled by Company.

2.2.5 During the payback period of the initial investment of keving position, Distributor's position (matthewn) will be allowed to cycle from CV generated from position keving.

2.2.6 Position keving will not be considered encumbered volume towards BDA qualification targets.

2.2.7 At the end of the term of the agreement, upon mutual agreement of both parties, agreement may be extended.

2.3 The Company and Distributor also agree to the following provisions:

2.3.1 The Term of this Agreement shall commence on the effective date and continue each month until the occurrence of any one or more of the following acts, events or conditions (hereinafter "Event(s) of Termination"):

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

2.3.3 Distributor shall become bankrupt (or seek protection from creditors), insolvent, defunct, or cease to operate as a going concern, or

2.3.4 Distributor ceases to be an active independent distributor of the Company in good standing.

2.3.5 Distributor violates the Policies and Procedures of Company which results in a termination of the Distributorship position referenced in this agreement.

2.4 Upon the occurrence of any Event of Termination described in subparagraphs 2.3.1 through 2.3.5 (whichever shall first occur), the Company shall have no obligations to Distributor, including any obligation to make any Business Development Payment to Distributor.

2.6 Distributor agrees to work exclusively with Company for a period of one year from the date of execution of this agreement. Distributor agrees to focus his/her exclusive full-time efforts to build the Jeunesse market and cannot either directly or indirectly be a distributor or promote any new MLM or network marketing program during the one year term, regardless of whether Distributor is a distributor with the Company. Distributor may receive compensation from prior involvement with other MLM programs but will not be visible in or actively working as a distributor in them. In the event Distributor violates this provision, Distributor shall owe Company liquidated damages of \$90,000. Distributor will be released of this obligation in the event Company ceases operations prior to Distributor violating the terms of this paragraph.

2.7 Distributor will not violate the terms of any agreements, including but not limited to any non-solicitation and non-compete agreements, in building his Jeunesse organization.

2.8 Distributor is exempted from participating in the certain promotion.

2.9 Distributor will notify the company of his back office user name within 48 hours of his enrollment. This information will be sent via email to [darren.jensen@jeunesseglobal.com](mailto:darren.jensen@jeunesseglobal.com).

### 3.0 GENERAL PROVISIONS

3.1 Jeunesse Global LLC and Distributor agree to not disclose the terms of this agreement or the terms of any additional compensation to any third parties.

3.2 This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter, whether oral or written or partly oral and partly written, and constitutes a complete and exclusive statement of the terms of the

agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by the parties.

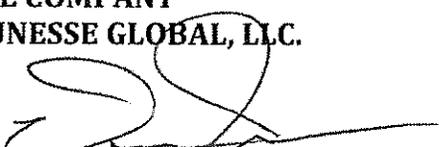
3.3 Neither party may assign any of its rights under this Agreement without the prior consent of the other party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this agreement. No third parties are intended to be beneficiaries hereof.

3.4 This Agreement will be governed by the laws of the State of Florida as if it were to be wholly performed within such State.

3.5 The parties agree that the District Court of Seminole County, Florida is the proper venue to resolve any disputes regarding this agreement and the parties consent to this jurisdiction.

Executed by the parties March 5, 2014.

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

By: 

Darren Jensen, CSO

**DISTRIBUTOR**



Matthew Nestler