

## SALES PAYMENT GUARANTEE AGREEMENT

This Sales Payment Guarantee Agreement ("Agreement") is entered into this 26<sup>th</sup> Day of May, 2011 (the "Effective Date"), by and between Online Communications LLC, a Wyoming Limited Liability Company, whose address is 1620 Central Avenue Suite 202, Cheyenne, WY 82001, Email [onlinecommunicationsllc@yahoo.com](mailto:onlinecommunicationsllc@yahoo.com). Phone: +1-818-512-1991, hereinafter known as ("OCLLC"), and Extravelance Inc., Tax ID # 27-3148714 and Michael Merino, Drivers License # N3698813, Date of Birth: 9-17-57 SS# [REDACTED] with an address of 220 Newport Center Drive #11234, Newport Beach, CA 92660, Email: [michaelmerino2@yahoo.com](mailto:michaelmerino2@yahoo.com), Phone Number: 949-212-2255, hereinafter known as ("Distributor"), herein collectively referred to as the "Parties" or individually as a "Party."

### RECITAL

Distributor has executed an Independent Distributor Application and agreement which includes the Distributor Terms of Agreement with Jeunesse Global Inc., located in the State of Florida, United States of America ("Jeunesse Global") to be an independent distributor of Jeunesse Global products, Identification Number 348400 ("Distributor Agreement"). Distributor is paid commissions according to Jeunesse Global's Compensation Plan and has agreed to abide by Jeunesse Global's Policies and Procedures as referenced in the Distributor Agreement. Distributor desires to receive from OCLLC additional Sales Payment Guarantees to assist Distributor in building his/her business. OCLLC is willing to make such funds available based on the terms and conditions set forth in this Sales Payment Guarantee Agreement.

### SPECIFIC AGREEMENT & CONTRACT

1. Distributor agrees that the terms of this Agreement have been mutually discussed and agreed upon. This document was mutually constructed. You affirm that you are not bound by any other agreements that would limit your ability to participate as outlined herein. You also affirm that OCLLC and or Jeunesse Global has not requested or required you to take any action that would be in breach of any such previous agreement or contract.
2. Distributor agrees upon signing of this Agreement and receipt of the initial Sales Payment Guarantee, you understand you are entering into a "Sales Payment Guarantee Agreement" with OCLLC and will immediately begin full-time, efforts building your Jeunesse Global independent distributorship business. You agree that Jeunesse Global has the right to openly publicize your relationship. You agree to actively build a Jeunesse Global direct sales business, place a qualifying order minimum of \$199 or \$499 or \$799, and maintain a monthly qualifying active auto-ship order. The parties understand that you may yet receive income from other companies. Both you and Jeunesse Global and OCLLC understands that such other incomes may also cease, through no fault of Jeunesse Global or OCLLC, as a result of your beginning working with Jeunesse Global, and that Jeunesse Global and OCLLC has no obligation to replace such incomes except as expressly agreed to herein.

3. Distributor agrees to work only Jeunesse Global in the network marketing arena and not to compete directly or indirectly with Jeunesse Global for the space of twelve (12) months from your signing of this Agreement or unless agreed upon otherwise mutually by both parties.

4. Distributor agrees that any Sales Payment Guarantee installments, or additional expenses including flights and hotels for himself or for any of his enrolled organization, and/or additional payments made to Distributor outside of the Jeunesse Global Compensation Plan which are or were paid to Distributor, by OCLLC, as a result of this Agreement are owed in remuneration in full 100%, back to OCLLC if you breach or become in breach of this agreement.

5. Distributor agrees to the Sales Payment Guarantee Installments are as follows:

Your Enrollment Tree Group Qualifying Business Volume Points or (GQBVP) minimum total requirements per Achieved Terms as Distributor achieves each period distributor shall receive another payment. The periods are as follows this to be referred to as "Schedule A" and/or "Performance Requirements" every 5 weeks from the start of this agreement:

- A. 1<sup>st</sup> Period create 10,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and nothing paid upon achievement of 1<sup>st</sup> Period 10,000 GQBVP qualification within the first 5 weeks of this agreement).
- B. 2<sup>nd</sup> Period (second 5 weeks) create 20,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 1<sup>st</sup> period requirements and nothing paid upon achieving 2<sup>nd</sup> Period Requirements of 20,000 GQBVP qualification).
- C. 3<sup>rd</sup> Period (third 5 weeks) create 30,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 2<sup>nd</sup> Period requirements and nothing paid upon achieving 3<sup>rd</sup> Period Requirements of 30,000 GQBVP qualification).
- D. 4<sup>th</sup> Period (Fourth 5 weeks) create 40,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 1<sup>st</sup> period requirements and nothing paid upon achieving 2<sup>nd</sup> Period Requirements of 40,000 GQBVP qualification).
- E. 5<sup>th</sup> Period (Fifth 5 weeks) create 50,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 4<sup>th</sup> period requirements and nothing paid upon achieving 5<sup>th</sup> Period Requirements of 50,000 GQBVP qualification).
- F. 6<sup>th</sup> Period (Sixth 5 weeks) create 60,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 5<sup>th</sup> Period requirements and nothing paid upon achieving 6<sup>th</sup> Period Requirements of 60,000 GQBVP qualification But to consider contract completed 6<sup>th</sup> Period requirements must be met and completed within set timeframe allocated).

6. Distributor agrees that in return for reaching the (GQBVP) "Performance Requirements" described herein, Distributor will receive one (1) Payment in advance for \$6,000.00 and Five (5) one-time Sales Payment Guarantee installments, each totaling the sum of \$6,000 USD for a total of \$36,000 USD. In order to receive and qualify for ongoing Sales Payment Guarantee installments, Distributor must reach at least 50% of the Enrollment Tree

(GQBVP) requirement over each period. If Distributor reaches at least 50% of the requirement, but less than 100%, Distributor will receive the same relative percentage of the one-time Sales Payment Guarantee installment (*see Installment Payment paragraph 15D*).

7. Distributor agrees that he/she will receive commissions directly from the Jeunesse Global Compensation Plan, as found in the current Jeunesse Global Policies and Procedures. At the end of each period listed above, OCLLC shall review your results and immediately pay any earned remaining Sales Payment Guarantee payment amounts, according to this Agreement. Not before 2 weeks and No later than 3 weeks after the Period has been completed by Distributor. Distributor will be given a position with a leg of volume of One (1) Million points placed on the Left side of Distributor's business and this leg will be doing approximately 75,000 points per week. This does not negate the responsibility of Distributor to build and enroll distributors on the left side of her business nor does it mean that Distributor can qualify with 1 leg of volume he or she has to enroll people on the left to qualify for normal rank advancements in the Jeunesse Global Compensation Plan though OCLLC will agree to give Three (3) positions on the power leg to Distributor in order for rank advancement and positioning of other MLM leaders.
8. Distributor agrees in any case where Distributor fails to reach the at least 50% of the (GQBVP) outlined expressly above in Section 5A-F Distributor will only receive the normal Jeunesse Global Compensation Plan income from your efforts. Distributors' relative Sales Payment Guarantee for that period will be forfeited. If, in any case, Distributor would have earned more directly from the Jeunesse Global Compensation Plan than from the Sales Payment Guarantee outlined herein, Distributor will be paid from the Jeunesse Global Compensation Plan. Any future Sales Payment Guarantee for their relative time period may still be earned upon reaching of the goals assigned.
9. Distributor agrees and understands that our relationship outlined herein does not replace the Jeunesse Global Independent Distributor Agreement, which you have agreed to by enrolling online through the internet or signing and mailing, or emailing, or faxing to Jeunesse Global and with which you agree to comply.
10. Distributor agrees to operate at all times in compliance with and subject to the most recent version of the Jeunesse Global Policies and Procedures, which may be amended from time to time. You understand that OCLLC has and will continue to work with other Independent Distributors or leaders in similar efforts, and that this is not an exclusive relationship. You agree that the terms of this Agreement are to be kept confidential by both parties.
11. OCLLC agrees that if Distributor's Group Qualifying Business Volume Points or (GQBVP) minimum total requirements in Section "5A-G", are more than required in any Period of 5 (five) weeks as per this agreement start dates, that any rollover or achieved volume greater than the required amount of points may be carried forward to the next period. For example in Period 1 (Distributor achieves 15,000 GQBVP) and is required only to have 10,000 GQBVP, the remaining 5,000 GQBVP may be rolled over to the next period and used as qualification and performance requirements met within this said agreement. Payment dates allotted will remain the same unless OCLLC decides to pay said monies in advance of the required 2 weeks following the completed period.

12. **OCLLC agrees that if OCLLC breaches or becomes in breach of this said contract by NOT paying Distributor, as long as Distributor has met the agreed requirements to get paid "The Sales Payment Guarantee" of up to \$6,000.00, on time as per the agreed terms of this contract, OCLLC agrees and takes liability and shall be held liable for all damages and pay damages equal to 2 times the agreed amount of pay or in the amount of \$72,000.00 (Seventy Two Thousand Dollars) in damages to Distributor, and Distributor shall hold harmless OCLLC from any legal action caused Distributor as long as full payment is made in the amount of \$72,000.00 to Distributor if OCLLC breaches this agreement.**
13. Distributor agrees and understands that any future Jeunesse Global Independent Distributors you attract to Jeunesse Global must operate only within the Jeunesse Global Compensation Plan and policies as outlined in the current Jeunesse Global Policies and Procedures document. Your receipt of the initial Sales Payment Guarantee is confirmation of your assertion that your success is not dependent upon structuring arrangements similar to this Agreement with any other person or entity, nor has any such availability been promised to you.
14. Distributor agrees to enroll personally with a Jeunesse Global Auto ship plan and purchase products of your choice or retail the appropriate volume of Jeunesse Global products to remain active and qualified, according to the policies and procedures. You agree to always maintain active status for the minimum of 12 months.
15. **Distributor agrees to all Sales Payment Guarantee Performance Requirements (A-F):**
- A. Commencing with Sales Payment Guarantee installment starting May 26<sup>th</sup>, 2011 and continuing for a period of 30 weeks (6 periods of 5 weeks starting date May 30<sup>th</sup>, 2011), as long as the minimum weekly "Performance Requirements" as set forth at "**Section 5A-F**" and according to the terms set forth at Paragraph 15-D are met, OCLLC agrees to pay Distributor up to Six Thousand Dollars (\$6,000USD) ("Sales Payment Guarantee")
  - B. Sales Payment Guarantee installments will be paid upon achieving the minimum Group Qualifying Business Volume Points or (GQBVP) and all "Performance Requirements" set forth at "**Section 5 A-F**" (hereinafter referred to as the "Performance Requirements").
  - C. In the event Distributor commits a breach of the terms of this Agreement or the Distributor Agreement or fails to meet the minimum performance requirements of as set forth in "**Section 5A-F**", Distributor is responsible and agrees to repay One Hundred Percent (100%) of all payments and/or expenses made to Distributor from OCLLC.
  - D. The Sales Payment Guarantee installments made by OCLLC to Distributor shall be less his/her weekly commissions. If less than Fifty Percent (50%) of the "Performance Requirement" of any pay period is not met by the Distributor, then OCLLC will not make any Sales Payment Guarantee for that pay period and no installments will be made.
  - E. In the event Distributor commits a breach of the terms of this Agreement or the Distributor Agreement or fails to meet the minimum performance requirements of Five

**Hundred Thousand (500,000BVP) (BVP or Business Volume Points are numeric values placed on product skews within the personally enrolled tree report under Distributor's Identification Number or Username in Jeunesse Global), as stated by Distributor's Jeunesse Global ID # listed above in the Recital, within "52 weeks" of the Effective Date, "The Term". Distributor agrees that this agreement shall convert and become a due and payable loan to be repaid at One Hundred Percent (100%) of Any and All payments made to Distributor by OCLLC and/or Payments made to Distributor set forth in Paragraph 15; A, B, C, and D made on behalf of Distributor by OCLLC.**

**F. Distributor agrees that if there are any outstanding monies owed to OCLLC or Distributor becomes in breach of said agreement that Distributor will only allow OCLLC to be Distributor's enrolling sponsor in any future MLM opportunity.**

16. Distributor agrees that all expenses paid to Distributor from OCLLC will be 1099 income to Distributor as defined by the IRS tax code, and Distributor shall be required to sign and complete a W-9 tax form for OCLLC records.

17. Distributor agrees **NOT** to sign up in and/or participates in, act as a consultant to, become an owner of, officer of, employee of, or independent distributor of, any other Multi Level Marketing or Network Marketing Company while his/her debt is outstanding. If OCLLC becomes aware of this type of activity, OCLLC will put both said company and Distributor on Notice by The Law Offices of Wellman & Warren LLP, and hold all parties liable for breach of contract.

18. Distributor agrees to participate in corporately-arranged and authorized conference calls with other BHip Global Distributors and/or corporate officers in activities such as: webinars, opportunity calls, and corporately-sponsored regional meetings which require your attendance under this agreement 80% of the time.

19. Distributor agrees that All Sales Payment Guarantees' and their respective "Performance Requirements" as listed above may not encumber or have the use of another's Agreement or "Performance Requirements" for qualifications towards this agreement. If another "Sales Payment Guarantee Agreement" is agreed upon by OCLLC and Distributors contact, that new agreement is separate and NOT able to be used for current Distributors' "Performance Requirements" though the subsequent "New Person" is placed within the Distributors' Personal Enrollment Tree Organization within Jeunesse Global. The stipulated "Performance Requirement" must be met without the use of another's (GQBVP) requirements according to the "Performance Requirements" in any contract written or drafted by OCLLC are considered 100% separate and have no correlation to one or an others agreement. If and Only If, OCLLC and Distributor agree, on a case by case basis, and "Mutually Agreed" in writing, OCLLC shall consider and agree to allow Distributor to use "Other Persons or Other Entities" GQBVP towards Distributors' agreement and "Performance Requirements", in section 5A-G. The points used from another person's agreement shall be between a low side of 50% and a high side of 100% depending on the specific terms of the new persons' or entities' agreement by and Downline of Distributor.

20. OCLLC agrees to spend within what is considered reasonable additional expenses for Hotels and Airline Tickets at the discretion of OCLLC and paid and requested within 8 days of advance notice to any hotels or flights requested by Distributor to OCLLC, or If Distributor requests are made earlier than 8 days each request shall be reviewed and decided upon on a case by case basis agreed upon by OCLLC. These expenses shall be at the discretion of OCLLC and any expenditure requested by or on behalf of Distributor shall become part and parcel to said agreement. OCLLC agrees within said expenses to agree to pay for a car rental for Distributor up to \$600.00 per every Period as long as each and every period "Performance Requirements" are met and maintained.

21. Confidentiality

Distributor agrees that he or she will keep confidential and not disclose to any other person or entity any of the terms or conditions of this Agreement including, but not limited to, any disclosure that any funds or other consideration was paid or received by Distributor in excess of the actual Commissions earned and otherwise available. The duty of confidentiality shall survive the termination of this Agreement.

22. Covenant not to compete

Notwithstanding the provisions of the Policies & Procedures of Jeunesse Global, Distributor hereby agrees that during the term of this Agreement, Distributor will not directly or indirectly compete (as defined below) with Jeunesse Global or any of its affiliates anywhere in the world. Distributor hereby acknowledges and agrees that the nature of multi level marketing or network marketing is such that Jeunesse Global should be deemed by any court or adjudicative body to be doing business anywhere in the world. As used herein, the phrase "directly or indirectly compete" shall include owning, managing, operating or controlling, or participating in the ownership, management, operation or control of, or being connected with or having any interest in, as a stockholder, director, officer, employee, agent, consultant, independent contractor, assistant, advisor, sole proprietor, partner or otherwise, or enrolling or acting as an independent distributor or recruiter for, any person or entity, other than Jeunesse Global or any of its affiliates, that is engaged in, or proposes to become engaged in any other direct selling or network marketing or multilevel marketing companies (collectively "network marketing"), unless disclosed in advance of said contract and mutually agreed upon by OCLLC and Distributor. Distributor has disclosed two (2) companies he is currently involved with prior to this agreement and these two (2) companies are Gano Excel and American Travel Bureau, which are excluded from this Covenant Not to Compete.

23. Termination

Notwithstanding anything to the contrary set forth herein, if Distributor, at any time during the term of this Agreement, (i) violates any material term or condition of the Jeunesse Global Distributor Agreement or Policies and Procedures, (ii) breaches the confidentiality terms above, (iii) becomes a distributor or obtains any interest, in any

form, in a distributorship, of a company that OCLLC in its sole discretion, determines is a competitor of Jeunesse Global, or (iv) is convicted under any federal or state law, then OCLLC shall have no obligation to make any further Sales Payment Guarantee installments under this Agreement, and OCLLC is entitled to damages in the amount of two (2) times all Sales Payment Guarantee installment payment made pursuant to this Agreement in addition to any other rights and remedies it has by law.

24. Applicable Law

This Agreement shall be governed by the laws of the State of California, Orange County.

25. Assignment

Distributor shall not sell, assign or transfer any rights or interests created under this Agreement or delegate any of their duties without prior written consent of OCLLC.

26. Status as Independent Contractor.

The parties acknowledge and agree that the designation of Distributor as pertaining to this agreement does not alter the status of Distributor as an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, a joint venture or agency between Jeunesse Global, OCLLC, and/or Distributor. Jeunesse Global and OCLLC shall not control or direct the details or means by which Distributor performs obligations and covenants required hereunder except as expressly provided herein. Other than as outlined herein, Distributor shall be solely liable for the expenses which result from building or maintaining a Downline, including without limitation expenses related to licenses, fees, insurance, liabilities, operating expenses, and taxes. Distributor shall have no authority to bind, obligate or commit Jeunesse Global or OCLLC by any promise or representation without the prior written approval of Jeunesse Global or OCLLC.

27. Attorneys' Fees

Should any of the parties default in any of the covenants contained in this Agreement, or in the event a dispute shall arise as to the meaning of any term of this Agreement, the defaulting or non-prevailing party shall pay all costs and expenses, including reasonable attorneys' fees, that may arise or accrue from enforcing this Agreement, securing an interpretation of any provision of this Agreement, or in pursuing any remedy provided by applicable law whether such remedy is pursued or interpretation is sought by the filing of a lawsuit, a motion, an appeal, or otherwise.

28. Indemnification

Distributor agrees to indemnify, defend, and hold harmless Jeunesse Global, OCLLC, its affiliates, subsidiaries, agents and employees from any and all claims, demands, judgments, damages, losses, liabilities, and costs, including reasonable attorney's fees arising from or in connection with any claims caused by the following: (i) acts or

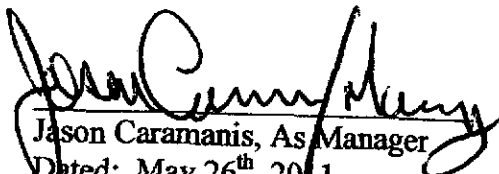
omissions of Distributor; (ii) any action or claim brought by any third party as a result of any misrepresentation or breach of any representation or warranty made by Distributor to Jeunesse Global or OCLLC; (iii) breach of any agreement with any third party; or (iv) Distributor's breach of this Agreement or the Distributor Agreement. In the event of any future litigation or claim brought against Distributor, Distributor will be solely liable for any and all of its attorney fees and costs associated with the defense of any such claim or lawsuit.

29. Entire Agreement

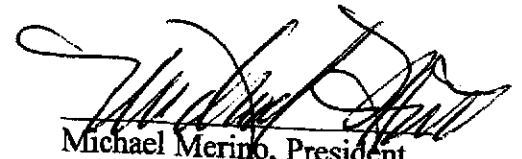
This Agreement contains the entire agreement of the Parties related to the subject matter of this Agreement. It may not be changed orally but only in writing signed by both Parties.

In witness whereof, the undersigned have executed the Agreement to be effective as of the date first above written.

**Online Communications LLC**

  
Jason Caramanis, As Manager  
Dated: May 26<sup>th</sup>, 2011

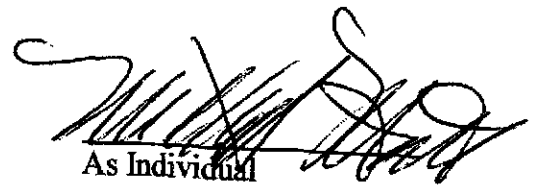
**Extravelance Inc**

  
Michael Merino, President  
Dated: May 26<sup>th</sup>, 2011

**Law Offices of Wellman and Warren**

\_\_\_\_\_  
As Witness  
Dated \_\_\_\_\_

**Michael Merino**

  
As Individual  
Dated: May 26<sup>th</sup>, 2011