



DISTRIBUTOR AGREEMENT—USA

75 W. Center St., Provo, UT 84601
Please Fax to 1-800-487-8000

PRODUCT PURCHASE AGREEMENT

INTERNATIONAL SPONSOR AGREEMENT

ARBITRATION AGREEMENT

Step 1 New Account Information

All asterisks (*) fields are REQUIRED.

*Applicant #1 Name _____
 *Applicant #1 Social Security Number _____
 Spouse or Co-habitant Name _____
 Spouse or Co-habitant Social Security Number _____
 If spouse or co-habitant name is added to this agreement, spouse or co-habitant SSN field is required.

Complete if corporation, partnership, or other legal entity.

Name of Business Entity _____
 Primary Participant _____
 Federal Tax ID Number _____
 Please fill out Business Entity Form and submit with this agreement.

Language Preference: English Chinese Spanish Korean Japanese

*Daytime Phone _____ Evening Phone _____
 *Mailing Address _____ *City/State _____ Zip Code _____
 *Shipping Address _____ *City/State _____ Zip Code _____
 Email Address _____ *Date of Birth ____/____/____
 *Sponsor's Name _____ *Sponsor's ID Number _____ Phone Number _____
 Referring Upline Name _____ Referring Upline ID Number _____

Web Login Username and Password
 Please select a business username and password to access your account online, My Office, and other services. Password must have 6–16 characters and contain at least one letter and one number, e.g., rsmith2.

Username (1st Choice) _____ Username (2nd Choice) _____
 Password _____

Step 2 Join Our Team

- Purchase required, not-for-profit, Business Portfolio from Company (This is the only required purchase to join Nu Skin. All additional product or package purchases are optional.)
 - or Purchase Product Package[§] _____
 - or Select Business Builder and Buy 3 Product Packages[§] (The Business Portfolio is the only required purchase to join Nu Skin. All additional product or package purchases are optional.)
 - Package 1: _____ Package 2: _____ Package 3: _____
- [§] The Required Business Portfolio will be provided free of charge when you purchase either of these Packages or make at least 100 PSV purchase at the time of sign-up, or set-up a 50 PV ADR order.

Step 3 Select Automatic Delivery Rewards (Earn points toward free product—1 point = \$1 PSV)

Code	Item	ADR Price	PSV	Total	Earn Rewards with Automatic Delivery Rewards**	
					Savings	5% discount off regular purchase price
					Shipping discount	Flat \$8.00 rate, savings of \$4.00—orders over 200 PSV receive 3-5 day shipping
					Points earned	20% of order for the first 12 shipments, 30% thereafter
				Total		
				Shipping & Handling	\$8.00	**Accumulate product points each month of ADR activity—up to 75 points per month! Points are redeemable for Pharmanex®, Nu Skin®, and select Big Planet® products. † SALES TAX: Nu Skin is registered to collect state and local sales tax in all states. Refer to Section 1 on the reverse side for more details.
				Local Sales Tax †		
				TOTAL REMITTANCE		

In order to enjoy all the benefits that ADR offers, please ensure your order is 50 PSV or greater.

- Please ship my order: Beginning on ____Month____ / ____Day____ (select a date between the 2nd and 24th), and every month thereafter on the same day (allow 10 business days for delivery).

Step 4 Credit Card Information

CREDIT CARD Automatic Delivery Rewards will include recurring monthly charges to my credit card. I may cancel future recurring charges at any time by notifying the Company in writing.

- VISA MasterCard American Express Discover Card

*Credit Card Number _____ *Exp. Date (mm/yyyy) ____/____
 *Name on Card (Please Print) _____ *Cardholder's Signature _____
 *Billing Address _____

Step 5 Bonus Check Direct Deposit

COMMISSION CHECK DIRECT DEPOSIT

- DIRECT DEPOSIT my commissions/bonuses into my checking or savings account.
- Please select one:
 - I will view my commission statement online in My Office>Volumes & Genealogy (free)
 - I wish to receive my commission statement in the mail (debited from commission check)

Bank Name _____ Bank Phone Number _____

Please attach a voided check. (REQUIRED) If you do not have a check, please contact your bank for the appropriate document to replace a voided check.

Fee for commission: Checks under \$1,000.00 is \$3.00; Checks \$1,000.00 and over is \$5.00

This agreement consists of five sections: (A) Definitions, (B) Distributor Agreement and Product Purchase Agreement (which includes the terms of the Automatic Delivery Rewards Program), (C) the International Sponsor Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions.

There are three parties to this agreement: Nu Skin Enterprises United States, Inc., Nu Skin International, Inc., and me. The agreement consists of five sections: (A) Definitions, (B) Distributor Agreement and Product Purchase Agreement, (C) the International Sponsor Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Distributor Agreement and Product Purchase Agreement are between Nu Skin Enterprises United States, Inc. and me. The International Sponsor Agreement is between Nu Skin International, Inc. and me. The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between all three parties.

A. DEFINITIONS

Defined terms are set forth below or may be separately defined in any of the agreements. The meaning of capitalized terms not found in this document is set forth in the Policies and Procedures.

"Bonuses" means the compensation paid to Distributors based on the volume of Nu Skin Products sold by a Distributor, Downline Organization, and breakaway executives as set forth in the Sales Compensation Plan.

"Business Portfolio" means the non-commissionable, not-for-profit kit and is the only purchase required to become a Distributor. The Business Portfolio contains the Policies and Procedures, the Sales Compensation Plan, a Distributor Agreement, and other sales and demonstration materials to assist a Distributor in starting and conducting their independent business.

"Contract" means the agreement between Nu Skin and me composed of this Distributor Agreement (Section B), the International Sponsor Agreement (Section C), the Mandatory and Binding Arbitration Agreement (Section D), Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference. Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

"Distributor" means an independent contractor authorized by NSEUS to market Nu Skin Products in the United States, recruit other Distributors, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

"Distributor Agreement" means this Distributor application and agreement, and if applicable, the Business Entity Form, that must be completed and submitted to NSEUS in order to apply to become a Distributor, the PPA, including the Automatic Delivery Rewards Program section, the Mandatory and Binding Arbitration Agreement (Section D), and the Miscellaneous Provisions (Section E).

"International Sponsor Agreement" or "ISA" means the International Sponsor Agreement (Section C), Mandatory and Binding Arbitration Agreement (Section D), and the Miscellaneous Provisions (Section E).

"NSEUS" means Nu Skin Enterprises United States, Inc.

"Nu Skin" means NSEUS, Nu Skin International, Inc., and their affiliated companies.

"NSI" means Nu Skin International, Inc.

"Nu Skin Products" means the products and services of NSEUS that are sold in the United States.

"PPA" means the Product Purchase Agreement in Section B.

"Policies and Procedures" means the policies, in addition to the Distributor Agreement, that governs how I, as a Distributor, am to conduct my business and defines the rights and relationships of the parties.

"Sales Compensation Plan" means the specific plan that outlines the details and requirements of the compensation structure for Distributors.

B. DISTRIBUTOR AGREEMENT AND PRODUCT PURCHASE AGREEMENT

The Distributor Agreement and Product Purchase Agreement, which includes the terms of my participation in the Automatic Delivery Rewards Program, is between Nu Skin Enterprises United States, Inc., a Delaware corporation, 75 West Center Street, Provo, Utah 84601 and me.

1. Right to Market Nu Skin Products and Sponsor in the United States

Subject to the terms and conditions of the Distributor Agreement, NSEUS grants to me (a) the right to be a Distributor and market Nu Skin Products in the United States through person-to-person sales, and (b) sponsor new Distributors in the United States.

2. Product Purchase Agreement

NSEUS will offer to me, as an independent contractor, Nu Skin Products for wholesale purchase in the United States. I have the right to purchase Nu Skin Products at the price stated by NSEUS and agree that NSEUS may change Nu Skin Product prices without prior notice.

3. Independent Contractor

I acknowledge and agree that as a Distributor, I am an independent contractor of Nu Skin. As an independent contractor, I will:

- be self-employed, and determine in my sole discretion, when I work and the number of hours I work; be paid Bonuses based on purchases and sales and not the number of hours that I work
- be subject to entrepreneurial risk and responsible for all losses that I incur as a distributor;
- if required, obtain a federal employment identification number;
- pay my own license fees and any insurance premiums;
- be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
- not be treated as an employee for federal or state tax purposes; and
- pay any self-employment taxes required by federal, state, and local laws, statutes, and regulations.

I am not an employee, agent, or legal representative of Nu Skin, and except as permitted by the Contract, I am not authorized to act on behalf of Nu Skin. Nothing in the Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Nu Skin and me.

4. Marketing of Products and Services

- I understand that there are no minimum purchases or inventory requirements. I will promote the retail sale of Nu Skin Products in accordance with the terms and conditions of the Contract.
- I agree not to make any claims about Nu Skin Products and the Sales Compensation Plan unless they are contained on NSEUS labels or in official NSEUS literature. NSEUS will pay me Bonuses for the sale of Nu Skin Products less returns. I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales Compensation Plan, including retail sales, and not be in violation of the terms of the Contract.
- I will not purchase any Nu Skin Products solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I have resold previously ordered Nu Skin Products and documented the sales to at least five retail customers each month, and that I have sold or consumed at least 80% of the Nu Skin Products from any previous orders.
- I agree to encourage, supervise and assist my Downline Organization's efforts to sell Nu Skin Products to retail customers.

5. Refunds

For thirty (30) days from the submission date of this Distributor Agreement I may obtain a 100% refund for the required Business Portfolio and a 90% refund thereafter in accordance with the refund policy in the Policies and Procedures. Subject to any restrictions in the aforementioned refund policy or special terms disclosed at the time of purchase, all unopened, resalable Nu Skin Products that are returned within twelve months of the

Distributor's order date are eligible for a 90% refund, less applicable Bonuses paid. (Connecticut residents—may obtain a 100% product refund for 30 days after submitting the Distributor Agreement).

6. Automatic Delivery Rewards Program ("ADR Program")

- If I have specified on the reverse side the type and quantity of Nu Skin Products that I desire to receive each month, these Nu Skin Products will be charged on a recurring monthly basis to the payment form I have provided and will be shipped monthly to my listed shipping address unless I notify NSEUS in writing of any desired changes.
- NSEUS may change the price of or discontinue the specific Nu Skin Products that I have chosen to receive on the Automatic Delivery Rewards section of this Distributor Agreement or a separate ADR Program enrollment form. In such situations, NSEUS will notify me of the change and will continue to send me, in the case of a discontinued product, the remaining items or in the case of a price change or updated product, the same items I have selected under the ADR Program, at the new price, unless I direct NSEUS to make other arrangements.
- To pay for each monthly Automatic Delivery order, I authorize NSEUS to establish an automatic credit card debit arrangement as specified on the Automatic Delivery Rewards section of this Distributor Agreement or the ADR Program enrollment form. NSEUS will make no other charge to my payment account except those that I have authorized. (Sales tax charges may fluctuate in accordance with changes in applicable sales tax rates).
- I agree that there are no returns allowed on Nu Skin Products purchased with ADR Program points and that no personal sales volume or group sales volume is earned on Nu Skin Products purchased with ADR Program points. I further agree that applicable sales tax will apply to the redemption of ADR Program points, and that the value of the redemption will be treated as income to me and appear on my IRS Form 1099.
- I agree that if any Nu Skin Products from a qualifying purchase are returned, the balance of the qualifying amount for the month in which Nu Skin Products are returned must be repurchased in order to remain qualified and receive ADR Program points.
- I understand and agree that NSEUS may terminate the ADR Program at any time and for any reason. NSEUS may also terminate my right to participate in the ADR Program under this Distributor Agreement if (i) the credit card or bank authorization provided in this Distributor Agreement expires, is cancelled or otherwise terminated, or (ii) I violate the terms and conditions of this Distributor Agreement. I may cancel my monthly ADR order upon written notice to NSEUS.

7. Bonus Check Direct Deposit

- I authorize NSEUS to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization will remain in full force and effect until (i) NSEUS has received written notice from me of my withdrawal from the direct deposit program, and (ii) NSEUS has a reasonable opportunity to make such a change pursuant to my notice. I understand that this authorization replaces any previous authorization and will remain in effect until NSEUS receives written notice of my withdrawal from the direct deposit program.
- I agree that I must notify NSEUS immediately (i) prior to changing or closing the above account, or (ii) if my financial institution changes my routing number or account number. Failure to notify NSEUS of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must fill out a new Direct Deposit Authorization Form and send it to NSEUS before I close my existing account.
- NSEUS will not be liable to me for failing to access my account or provide direct deposits to my account in a timely manner unless such failure or loss is a direct result of NSEUS's gross negligence or intentional misconduct. NSEUS's liability will not exceed the amount of the funds that would have otherwise been deposited.

C. INTERNATIONAL SPONSOR AGREEMENT

The International Sponsor Agreement ("ISA") is between Nu Skin International, Inc. ("NSI"), a Utah corporation, 75 West Center Street, Provo, Utah 84601 and me. The ISA constitutes a separate agreement with NSI.

1. ISA and Right to Sponsor Outside of the United States

Under this ISA, NSI grants to me the right to sponsor new distributors in other Authorized Countries outside of the United States. This ISA does not grant me the right to market Nu Skin Products or Nu Skin products and services registered in other Authorized Countries outside of the United States.

2. Laws of Authorized Countries

I acknowledge that every Authorized Country may have specific laws and requirements applicable to me as a sponsor of Distributors in that Authorized Country, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa, and registration requirements.

3. Product Purchases in an Authorized Country other than the United States

I agree that I may purchase Nu Skin products and services in an Authorized Country (other than the United States) only from NSEUS's affiliated company designated as the exclusive wholesale distributor in that Authorized Country, and that such affiliated company may require me to execute a separate whole product purchase agreement. I further agree that (i) I may only purchase Nu Skin products and services in an Authorized Country (other than the United States) for personal use or to demonstrate to potential new distributors, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any Nu Skin Products or other Nu Skin products or services registered in that Authorized Country, and (iii) I will comply with all applicable laws regarding the purchase of Nu Skin products and services in an Authorized Country.

D. MANDATORY AND BINDING ARBITRATION AGREEMENT

This Mandatory and Binding Arbitration Agreement is between NSEUS, NSI and me.

- 1. THIS CONTRACT IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS CONTRACT.
2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Contract...

- the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties.
3. A "Dispute" is defined as any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action...

E. MISCELLANEOUS PROVISIONS--REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY AND LIMITATION OF LIABILITY

- 1. Representations and Warranties
I represent and warrant that (a) I am authorized to enter this Contract and that I have met all legal requirements to enter into a valid contract in the United States; (b) when executed and delivered by me and accepted by NSEUS and NSI as described herein, the Contract constitutes a legal, valid and binding obligation;
2. Authorization to Transfer Personal Information
In order for Nu Skin to provide support for my Distributorship, I authorize Nu Skin to transfer and disclose personal and/or confidential information...

- 3. Acceptance of Contract by NSEUS and NSI
The effective date of the Distributor Agreement and ISA will be the date it is accepted by NSEUS and NSI, which will be (i) the date that I execute the Distributor Agreement and ISA electronically via the company's Internet sign-up procedure and it is received and accepted, (ii) the date that an original hard copy of this agreement is received and accepted and a computer record is made of the account, or (iii) the date a temporary account is set up...
4. Indemnity and Limitation of Liability
(a) Indemnity
I will indemnify and hold Nu Skin, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Nu Skin business...
(b) Limitation of Liability
I agree that Nu Skin will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or other agreement between the parties...

I have previously reviewed the Contract, or agree, before conducting any Distributor activity, to do so online at www.policiesandprocedures.us. If I refuse to follow any provision of the Contract, I agree to notify NSEUS, in writing, and cancel my Distributorship. If cancelled within the next thirty days, I will receive a refund for products and materials returned in accordance with Paragraph 5 of the Distributor Agreement.

I understand that the only required purchase to become a Distributor is the non-commissionable, not-for-profit Business Portfolio which contains information about the opportunity, products and forms. I understand that the purchase of any Nu Skin Product, including Product Packages (Step 2) and Automatic Delivery Rewards (Step 3), is optional and is not required to become a Distributor; I understand that if I purchase a Product Package, I will separately receive a free Business Portfolio and need not purchase it.

If I have elected to participate in the Automatic Delivery Rewards Program, then subject to the terms and conditions of this Contract, I agree that I will (i) receive the quantities of Nu Skin Products I have selected, and (ii) pay for them by the method I have selected.

I certify that I am 18 years old and legally able to enter into this Contract (which includes the Binding and Mandatory Arbitration Agreement), and agree to be bound by the terms and conditions of the Contract.

*Applicant Signature _____ *Date _____

Spouse or Co-habitant Signature _____ Date _____