

## **BRAND AFFILIATE AGREEMENT**

This document consists of five sections: (A) Definitions, (B) Brand Affiliate Agreement and International Sponsor Agreement, (C) Resident Market Product Purchase Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Resident Market Product Purchase Agreement is between Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) and me. The Brand Affiliate Agreement and International Sponsor Agreement is between NSI and me. The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates), NSI and me.

### **A. Definitions**

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

“Bonuses” means the compensation paid to Brand Affiliates based on the volume of Nu Skin Products sold by a Brand Affiliate and their Team upon meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Market.

“Brand Affiliate” means an independent contractor authorized by NSI to market Nu Skin Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

“Brand Affiliate Agreement” means the Brand Affiliate Agreement and International Sponsor Agreement (Section B) which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended from time to time by NSI upon notification. The Brand Affiliate Agreement will be stored in the United States.

“Business Portfolio” means a kit which contains the Policies and Procedures, the Sales Compensation Plan, a Brand Affiliate Agreement, and other sales and demonstration materials to assist a Brand Affiliate in starting and conducting their independent business.

“COMPANY” means Nu Skin International, Inc., Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/Nu Skin Macau (applicable to Macau Brand Affiliates) and their affiliated companies.

“Contract” means the agreements between Nu Skin and me composed of the Brand Affiliate Agreement and the PPA (as each is defined below). Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

“Non-Resident Market” means an Authorized Market other than my Resident Market.

“NSI” means Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah 84601, U.S.A..

“Nu Skin” refers to (i) Nu Skin Hong Kong in respect of Hong Kong Brand Affiliates; and (ii) Nu Skin Macau in respect of Macau Brand Affiliates, unless the context otherwise requires. Under the Automatic Re-ordering Program, Nu Skin Hong Kong and Nu Skin Macau are collectively referred to as “Nu Skin”..

“Nu Skin Hong Kong” means Nu Skin Enterprises Hong Kong, LLC, with business address at 10/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong.

“Nu Skin Macau” means Nu Skin Enterprises Hong Kong, LLC, with business address at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau.

“Nu Skin Products” means the products and services of NSI’s affiliated company that are sold through local affiliates in the individual Authorized Markets.

“Policies and Procedures” means the policies, as part of the Contract, that governs how I, as a Brand Affiliate, am to conduct my business and defines the rights and relationships of the parties. It may be amended from time to time by Nu Skin upon notification.

“PPA” means the Resident Market Product Purchase Agreement (Section C) which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended by Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) from time to time upon notification.

“Resident Market” means Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates) in which I, if an individual, am a citizen or a lawful resident and whose Brand Affiliate Agreement I have executed; or, if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates) is where it has been legally formed under its laws, and each participant of the Business Entity or Brand Affiliate Account with joint participation has proper legal authorization to conduct business in Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates), and a Brand Affiliate Agreement has been executed.

“Sales Compensation Plan” means the specific plan that outlines the details and requirements of the compensation structure for Brand Affiliates. It is available in the Business Portfolio and may be amended from time to time by NSI upon notification.

## **B. Brand Affiliate Agreement and International Sponsor Agreement**

This Brand Affiliate Agreement and International Sponsor Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, USA (“NSI”) and me. NSI and I agree and understand that the Brand Affiliate Agreement constitutes a distinct and separate agreement from my agreements with Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates).

### **1. Right to Market Nu Skin Products and Sponsor in my Resident Market**

Subject to the terms and conditions of the Brand Affiliate Agreement, NSI grants to me (a) the right to be a Brand Affiliate and market Nu Skin Products in my Resident Market through person-to-person sales, and (b) sponsor new Brand Affiliates in my Resident Market. I agree that the Brand Affiliate Agreement will be accepted in Utah, USA.

### **2. Independent Contractor**

(a) I acknowledge and agree that as a Brand Affiliate, I am an independent contractor and not an employee of the COMPANY. 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 Brand Affiliate;
- pay my own license fees and any insurance premiums (if applicable);
- 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 the COMPANY;
- not be treated as an employee for tax purposes; and
- pay any self-employment taxes required by local laws, statutes, and regulations.

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

### **3. Bonuses**

(a) I will be paid Bonuses for the sale of Nu Skin Products, not for the number of persons I sponsor. 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.

(b) I will not purchase any Nu Skin Product solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I will have resold previously ordered Nu Skin Products and documented the sales to at least five different customers each month, and sold or consumed at least 80% of any previous orders.

(c) I agree that part of the consideration for me to receive Bonuses and recognition is based on my agreement to spend considerable time to (i) train, encourage, supervise and assist my Team in its efforts to sell Nu Skin Products, (ii) personally sell Nu Skin Products, and (iii) promote the business.

#### **4. International Sponsor Agreement for Sponsoring in Non-Resident Markets (“ISA”)**

##### **(a) Right to Sponsor in Non-Resident Markets**

NSI grants to me the right to sponsor new Brand Affiliates in Non-Resident Markets. This ISA does not grant me the right to market Nu Skin Products in Non-Resident Markets.

##### **(b) Laws of Non-Resident Markets**

I acknowledge that every Non-Resident Market may have specific laws and requirements applicable to me as a sponsor of Brand Affiliates in that Non-Resident Market, and I agree to comply with all laws, statutes and regulations of that Non-Resident Market, including but not limited to, all immigration, visa, and registration requirements.

#### **5. Purchase of Nu Skin Products in Non-Resident Markets**

I agree that I may purchase Nu Skin Products in a Non-Resident Market only from NSI’s affiliated company designated as the exclusive wholesale Brand Affiliate in that Non-Resident Market. I further agree that (i) I may only purchase Nu Skin Products in a Non-Resident Market for personal use or to demonstrate to potential new Brand Affiliates, 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 in a Non-Resident Market, and (iii) I will comply with all applicable laws regarding the purchase of Nu Skin Products in a Non-Resident Market.

#### **6. Integrated Agreement**

This Brand Affiliate Agreement and International Sponsor Agreement is an integrated agreement which consists of the terms in this Section B, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended from time to time by NSI upon notification, and are incorporated herein by reference.

#### **7. Inactive Account**

I agree that NSI may terminate my Brand Affiliate Account without notice if I have not engaged in any Business Activity on my account for a period of 12 or more consecutive months. After termination, I may apply to become a Brand Affiliate again by submitting a new Brand Affiliate Agreement.

#### **C. Resident Market Product Purchase Agreement (“PPA”)**

Where I am a Hong Kong Brand Affiliate, this PPA is between Nu Skin Hong Kong and me. Where I am a Macau Brand Affiliate, this PPA is between Nu Skin Macau and me. Nu Skin Hong Kong and Nu Skin Macau are the exclusive wholesale Brand Affiliates of Nu Skin Products in Hong Kong and Macau respectively. Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) and I agree and understand that this PPA constitutes a distinct and separate agreement from my agreements with NSI.

##### **1. Services Provided in Resident Market**

Under this PPA, Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/Nu Skin Macau (applicable to Macau Brand Affiliates) will offer to me, as an independent contractor (as defined in Section B above), Nu Skin Products for wholesale purchase in Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates). I agree that I may only market these Nu Skin Products in Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates). Additionally, Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) will provide me with the following services in my Resident Market: (i) accept orders for and distribute Nu Skin Products to Brand Affiliates in the Resident Market, (ii) handle all returns of Nu Skin Products purchased in the Resident Market and make appropriate refunds, (iii) provide support services to Brand Affiliates, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Brand Affiliates in the Resident Market as determined and directed by NSI, and as further described in this Section C paragraph 7 below. I understand that NSI has appointed and granted the authority to Nu Skin Hong Kong (applicable

to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) to pay my Bonuses, recharge Bonuses to NSI, pay Bonuses in my Resident Market in the name of Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates), and act on behalf of NSI and its affiliated companies with respect to me as a Brand Affiliate.

## **2. Marketing and Pricing of Nu Skin Products**

I agree that: (a) there are no minimum purchases or inventory requirements; (b) I have the right to purchase Nu Skin Products at Member price from Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates); (c) I will promote the retail sale of Nu Skin Products in my Resident Market in accordance with the terms and conditions of the Contract; and (d) I will not make any claims about the Nu Skin Products and Sales Compensation Plan unless they are contained in official company literature or on company labels of Nu Skin Products in my Resident Market. I have the right to purchase Nu Skin Products at the price stated by Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) and agree that Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) may change product prices without prior notice.

## **3. Refunds**

Pursuant to the refund policy in the Policies and Procedures and subject to any special terms disclosed at the time of purchase, Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) will, after deducting an administrative fee equivalent to ten percent (10%) of the price, refund ninety percent (90%) of the purchase price, less applicable Bonuses, on unopened and resalable Nu Skin Products and Business Support Materials sold by Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) to me that are returned within twelve (12) months of the order date. The refund policy under Section 4.1(a) of Chapter 2 of the Policies and Procedures may not apply to product promotion. In such case, specific prior notification will be given.

## **4. Use of Credit Card**

I agree that I should not use another individual's credit card for any order without the individual's prior written approval. I must provide an original copy of such written approval to Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) upon request.

## **5. Automatic Re-Ordering Program ("ARO Program") Enrollment Agreement ("ARO Agreement")**

- A. If I have elected to participate in an ARO Program for specified type and quantity of Products that I desire to receive each month automatically, then these Products will be charged on a recurring monthly basis in the form of payment I have provided.
- B. If Nu Skin has not received my written request for any change(s) regarding my Product order seven (7) working days before the Date of Distribution of a particular month; or if I fail to fulfill the requirement that there should be at least one single product order under the ARO Program seven (7) working days before the Date of Distribution in the total amount of not less than HK\$/MOP500, Nu Skin will, in that particular month, automatically order for me the pre-selected products as set out in my ARO Agreement, and will process my order according to my designated delivery/collection method. Meanwhile, Nu Skin reserves the right to charge an administrative fee for the request of delivery.
- C. To pay for each monthly order under the ARO Program, I authorize Nu Skin to establish an automatic credit card debit arrangement according to the credit card information I provided. Under normal circumstances, Nu Skin will charge my specified credit card for payment within five (5) working days before the Date of Distribution. Nu Skin will make no other charge to my designated credit card payment account except those that I have authorized.
- D. If some or all of the pre-selected Products that I have chosen to receive under the ARO Program cannot be provided to me due to stock shortage or other reasons not attributable to me, Nu Skin may postpone the delivery without giving prior notice to me. Nu Skin may change the price of or discontinue specific Products that I have chosen to receive under the ARO Program. In such case, Nu Skin will notify me of the change and make the following alternate arrangements, (i) in the case of a price change, Nu Skin will ship to me the same items I have selected under the ARO Program, but at the new price, and (ii) in the case of discontinuance of Products, Nu Skin will continue to ship to me the remaining selected items, and may substitute another Product of equal or greater value for the discontinued Product, unless in either case, I direct Nu Skin in writing to do otherwise by serving Nu Skin seven (7) days' notice prior to the effective date of the price change or Product discontinuance (as

- applicable). I understand that I will receive a 100% refund on any Product where the price has been increased if I notify Nu Skin of cancelling the order of such Product within fourteen (14) days of the Date of Distribution.
- E. I understand that Products are sold at discounted price under the ARO Program. In case of Product refund pursuant to the refund policy of Nu Skin, I agree that Nu Skin shall use discounted price as the purchase price to calculate the refund amount.
- F. If I return any Products from a qualifying purchase, I agree that I must repurchase Products in order to remain qualified.
- G. I agree that Nu Skin may (i) suspend or terminate the ARO Program at any time and for any reason; and (ii) suspend or terminate my right to participate in the ARO Program under this ARO Agreement if: (A) the credit card or bank authorization provided by me expires, is cancelled or otherwise terminated or cannot be used to pay Nu Skin for whatever reasons, (B) Nu Skin cancels my order of Products which are not collected by me or cannot be shipped to me within fourteen (14) days from the Date of Distribution pursuant to paragraph H below, (C) I violate the terms and conditions of the ARO Agreement or the “**Contract**” (as defined in the Brand Affiliate Agreement and International Sponsor Agreement (applicable to Brand Affiliates) / Member Agreement (applicable to Members)), or (D) Nu Skin terminates my Nu Skin account. Subject to the right of Nu Skin to recoup all amounts of Product discount I received under paragraph J below, I may terminate this ARO Agreement upon thirty (30) days’ prior written notice to Nu Skin.
- H. I acknowledge that administrative time and costs will be incurred by Nu Skin to retain Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that:
- (i) when collection is to be made by me and I fail or neglect for whatsoever reason to collect the Products and/or Business Support Materials from Nu Skin within fourteen (14) days from the Date of Distribution, Nu Skin may, without further reference, notice or account to me, cancel my order of such Products and/or Business Support Materials and after deducting an administrative fee equivalent to 10% of the purchase price, refund to me 90% of the purchase price less applicable Bonuses (applicable to Brand Affiliates). If Bonuses have already been paid on such Products, then Nu Skin will recoup my Bonuses (applicable to Brand Affiliates) in accordance with Section 6.9 of Chapter 2 of the Policies and Procedures.
- (ii) when I have requested Nu Skin and Nu Skin has agreed to deliver any Products and/or Business Support Materials to me but Nu Skin is unable to deliver such Products and/or Business Support Materials to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by me, Nu Skin will contact me again for delivery arrangement but will charge me HK\$50 as the second delivery fee or the administrative fee for order amendment. If I have requested Nu Skin and Nu Skin has agreed to deliver any Products and/or Business Support Materials to a SFHK self-operated network point (\* including SF Business Stations, SF Stores and SF Lockers) designated by me, but I fail or neglect for whatsoever reason to pick up the Products and/or Business Support Materials within 24 hours upon receipt of the SMS notification, the Products and/or Business Support Materials will be returned to Nu Skin as unclaimed. Nu Skin will contact me again for delivery arrangement but will charge me HK\$50 as the second delivery fee or as the administrative fee for order amendment. Please note that three (3) additional working days for delivery might be required for any change of delivery address. If I fail or neglect for whatsoever reason to receive or collect the Products and/or Business Support Materials from Nu Skin within fourteen (14) days from the Date of Distribution, Nu Skin may, without further reference, notice or account to me, cancel my order of such Products and/or Business Support Materials and after deducting an administrative fee equivalent to 10% of the purchase price, refund to me 90% of the purchase price less applicable Bonuses (applicable to Brand Affiliates). If Bonuses have already been paid on such Products, then Nu Skin will recoup the Bonuses from me (applicable to Brand Affiliates) in accordance with Section 6.9 of Chapter 2 of the Policies and Procedures.
- I. The ARO Program of this ARO Agreement shall take effect on the Date of Distribution in the month when Nu Skin accepts my first order under the ARO Program (effective date will be the Date of Distribution even though the first order may not be placed on the Date of Distribution). The ARO Program will be effective for 6 months and this ARO Agreement will expire upon expiry of the ARO Program.
- J. I understand and agree that in the event that (i) I terminate this ARO Agreement before its expiry, or (ii) Nu Skin suspends or terminates my right to participate in the ARO Program under this ARO Agreement pursuant to paragraph G above, Nu Skin may recoup all amounts of Product discount I received under this ARO Agreement by debiting my Brand Affiliate account/Member account or the credit card I provided or otherwise.
- K. I understand that if I do not wish this ARO Agreement to be automatically renewed under the same terms and conditions at its expiry date, I must notify Nu Skin in writing thirty (30) days prior to the expiry date of this ARO Agreement, otherwise, I shall be deemed to agree to renew the ARO Agreement on the same terms and conditions of this ARO Agreement, including but not limited to debiting my credit card every month in accordance with the above paragraph C of this ARO Agreement.

- L. I understand that the terms and conditions contained in this ARO Agreement do not supersede or modify in any way the terms and conditions of my Brand Affiliate Agreement and International Sponsor Agreement and Resident Market Product Purchase Agreement (applicable to Brand Affiliates) / Member Agreement (applicable to Members).
- M. Subject to paragraph D and E of this ARO Agreement, I understand that all Products ordered under this ARO Agreement are subject to the Refund Policy of Nu Skin. The refund policy may not apply to Product promotion. In such a case, Nu Skin will give specific notification in advance.
- N. I understand that Nu Skin has the right to serve thirty (30) days prior notice on me to make any amendments on this ARO Agreement from time to time or terminate this ARO Agreement. I may object to such amendments by giving a written notice to Nu Skin and upon receipt of such notice, Nu Skin will terminate this ARO Agreement. However, if Nu Skin has not received my objection notice in writing within thirty (30) days of issuance of the notice of amendments, I agree that Nu Skin may deem that I have accepted such amendments.
- O. In the event of any conflict between any terms in this ARO Agreement and the Policies and Procedures (applicable to Brand Affiliates) / Member Agreement (applicable to Members) of Nu Skin, the Policies and Procedures (applicable to Brand Affiliates) / Member Agreement (applicable to Members) shall prevail.

## **6. Uncollected/Undelivered Nu Skin Products**

I acknowledge that administrative time and costs will be incurred by Nu Skin to retain Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that:

(i) when collection is to be made by me and I fail or neglect for whatsoever reason to collect the Products and/or Business Support Materials from Nu Skin within 14 days from the date of distribution, Nu Skin may, without further reference, notice or account to me, cancel my order of such Products and/or Business Support Materials and after deducting an administrative fee equivalent to 10% of the purchase price, refund to me 90% of the purchase price less applicable Bonuses. If Bonuses have already been paid on such Products, then Nu Skin will recoup my Bonuses in accordance with Section 6.9 of Chapter 2 of the Policies and Procedures;

(ii) when I have requested Nu Skin and Nu Skin has agreed to deliver any Products and/or Business Support Materials to me but Nu Skin is unable to deliver such Products and/or Business Support Materials to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by me, Nu Skin will contact me again for delivery arrangement but will charge me HK\$50 as the second delivery fee or the administrative fee for order amendment. If I have requested Nu Skin and Nu Skin has agreed to deliver any Products and/or Business Support Materials to a SFHK self-operated network point (\* including SF Business Stations, SF Stores and SF Lockers) designated by me, but I fail or neglect for whatsoever reason to pick up the Products and/or Business Support Materials within 24 hours upon receipt of the SMS notification, the Products and/or Business Support Materials will be returned to Nu Skin as unclaimed. Nu Skin will contact me again for delivery arrangement but will charge me HK\$50 as the second delivery fee or as the administrative fee for order amendment. Please note that 3 additional working days for delivery might be required for any change of delivery address. If I fail or neglect for whatsoever reason to receive or collect the Products and/or Business Support Materials from Nu Skin within 14 days from the date of distribution, Nu Skin may, without further reference, notice or account to me, cancel my order of such Products and/or Business Support Materials and after deducting an administrative fee equivalent to 10% of the purchase price, refund to me 90% of the purchase price less applicable Bonuses. If Bonuses have already been paid on such Products, then Nu Skin will recoup the Bonuses from me in accordance with Section 6.9 of Chapter 2 of the Policies and Procedures.

## **7. Bonuses**

(a) I authorize Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates), as determined and directed by NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization replaces any previous authorization and will remain in full force and effect until (i) Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) has a reasonable opportunity to make such a change pursuant to my notice.

(b) I agree that I must notify Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) immediately (i) prior to changing or closing my direct deposit account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must notify Nu Skin Hong Kong

(applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) in writing before I close my existing account.

(c) Neither NSI nor Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) will be liable to me for Nu Skin Hong Kong's (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau's (applicable to Macau Brand Affiliates) failure 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 Nu Skin Hong Kong's (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau's (applicable to Macau Brand Affiliates) gross negligence or intentional misconduct. The COMPANY's liability will not exceed the amount of the funds that would have otherwise been deposited.

## **8. Integrated Agreement**

This PPA is an integrated agreement which consists of the terms in this Section C, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended by Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) from time to time upon notification, and are incorporated herein by reference.

## **D. Mandatory and Binding Arbitration Agreement**

This is a mandatory and binding arbitration agreement between NSI, Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) and me.

**1. THE 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 THE CONTRACT.** The place of origin of the Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and jurisdiction will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Contract, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures or may be viewed online in the My Office section of a company website. The arbitration proceedings will be conducted in Salt Lake City, Utah. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by consent of all parties. The parties will each bear their own costs and expenses and an equal share of 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. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

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, (i) arising under or related to the Contract, (ii) between other Brand Affiliates and me arising out of or related to a Brand Affiliate Account, or our business relationships as independent contractors of NSI, (iii) between the COMPANY and me, (iv) related to the COMPANY or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Nu Skin Products, (vi) regarding the COMPANY's resolution of any other matter that impacts my Brand Affiliate Account, or that arises out of or is related to the COMPANY's business, including my disagreement with the COMPANY's disciplinary actions or interpretation of the Contract."

4. I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I ACCESS ANY COMPANY WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY NU SKIN PRODUCTS MADE AVAILABLE THROUGH SAID WEB SITES, OR THE PURCHASE OF ANY NU SKIN PRODUCTS FROM NU SKIN HONG KONG (APPLICABLE TO HONG KONG BRAND AFFILIATES)/ NU SKIN MACAU (APPLICABLE TO MACAU BRAND AFFILIATES), OR IF I RECEIVE A BONUS.

## **E. Miscellaneous Provisions**

### **1. Representations and Warranties**

I represent and warrant that I am authorized to enter the Contract, that I have met all legal requirements to enter a valid contract in my Resident Market, and when executed and delivered by me and accepted by NSI and Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) as described herein, the Contract constitutes a legal, valid and binding obligation. I also represent and warrant that: (a) the information that I provided in the Contract is accurate and complete and if I have provided any false or misleading information, NSI or Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) shall have right, at its election, to declare their respective parts of the Contract void from its inception; (b) the identity card number and business registration number (if applicable) that I provided is my correct identity card number and business registration number (if applicable) in my Resident Market; (c) if an individual, I am a citizen or a lawful resident of my Resident Market; (d) if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of my Resident Market, and that each member of the Business Entity has proper legal authorization to conduct business in the Resident Market; and (e) if an individual adding other individual(s) to participate jointly, but not through a Business Entity, all such Participants are citizens or lawful residents of my Resident Market. I represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Business Entity Form; or in case of joint participation, any participant therein who is or should be listed in the Joint Participation Form) have been engaged in Business Activity in another company distributorship in the six months (one year in the case of those having held a Brand Representative or higher pin-title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Brand Affiliate Agreement.

## **2. Collection of Personal Information**

I agree that the COMPANY collects from me and holds certain personal information about me for the following purposes: to provide me with support, and the benefits of being a Brand Affiliate, to communicate with me regarding (i) my Brand Affiliate Account and Teams, (ii) Bonuses, and (iii) other relevant business issues, and for any other specified purposes as set out in Clause 3 below in this Section E. The COMPANY's policy on using personal information for promotional or marketing purposes is contained in Clause 4 of this Section E. All information submitted by me will be held by the COMPANY at its corporate headquarters in the United States, its regional headquarters, and/or its local affiliated companies in my Resident Market. By signing this document, I consent to the transfer of my personal information outside of Hong Kong (applicable to Hong Kong Brand Affiliates)/ Macau (applicable to Macau Brand Affiliates). I understand it is obligatory for me to provide the personal information requested in the Brand Affiliate Agreement, failing which will result in rejection of my Brand Affiliate account application. I understand that the provision of any personal data or information other than those required in the Brand Affiliate Agreement is voluntary. I understand that I have the right to request to access and to request the correction of my personal information by contacting Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates) at 10/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong or (852) 2837 7700, or Nu Skin Macau (applicable to Macau Brand Affiliates) at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau or (853) 2870 3655.

## **3. Authorization to Transfer Personal Information**

I authorize the COMPANY to:

- (a) transfer and disclose personal and/or confidential information for any of the purposes listed in Clause 2 of this Section E above or under Clause 3 of this Section E, (i) which I have provided to either NSI or Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates) in connection with my Brand Affiliate Account and Team, or (ii) that has been developed as a result of my activity as a Brand Affiliate, to (A) its parent and affiliated companies wherever located, (B) to other Brand Affiliates who are in a direct chain of sponsorship in my sales organization as the COMPANY determines it is appropriate or necessary to ensure proper Brand Affiliate support or for Brand Affiliate educational purposes, (C) to applicable government agencies or regulatory bodies if required by law, (D) to a potential or actual purchaser in connection with any acquisition or proposed acquisition of NSI or any part of the COMPANY; and (E) to any agent, contractor or other third party (including but not limited to banks, courier companies, printing companies) who provide administrative or other services to the COMPANY in relation to its business.
- (b) collect, use, disclose and publish my personal information, including but not limited to my name, photographs, pin titles, videos, recordings, written materials and any donation amount I made to the COMPANY and/or its affiliates or related charities for the purpose of recognition of my pin titles and other good deeds (including but not limited to charitable donations) and in the COMPANY's events and/or in the COMPANY's Business Support Materials and Services which may be issued or made available to all Brand Affiliates and the general public, unless the COMPANY receives my request in writing informing the COMPANY not to do so not later than seven business days before its publication.

- (c) subject to the terms of a separate authorization I may provide to the COMPANY, collect, use, disclose and publish in any COMPANY events and/or in any COMPANY's Business Support Materials and Services which may be issued or made available to all Brand Affiliates and the general public, my personal data and information contained in any testimonials, speeches, performances, photographs, videos, recordings and/or written materials provided or delivered by me or recorded by the COMPANY in relation to my appearances and/or performances in any COMPANY events for the purposes of promotion of COMPANY's business and/or products, unless the COMPANY receives my request in writing informing the COMPANY not to do so not later than seven business days before its publication.
- (d) use my personal information described above, and I further agree that any other disclosure of my personal information will be governed by the COMPANY's Privacy Policy, as it may be published and modified from time to time.

I understand the COMPANY's policy on using personal information for promotional and marketing purposes is in Clause 4 below in this Section E.

I hereby confirm to the COMPANY that I have obtained the consent from the owner of the copyright or any other intellectual property rights in any photographs, articles, images or any other materials which I may provide to the COMPANY for its use for the purposes specified in this Clause 3.

#### **4. Direct Marketing**

In addition to the purposes set out in Clause 2 of this Section E above, the COMPANY may also use my name and other personal information provided on this agreement (together with the updates I provide to the COMPANY from time to time) for promotional and marketing purposes including sending me promotional materials and conducting direct marketing in relation to skin care, beauty, personal care and health supplement products and services, promotional offers and charitable programmes offered by the COMPANY, the COMPANY's co-branding partners or the COMPANY's business partners. The COMPANY may transfer my personal information to the COMPANY's co-branding partners and the COMPANY's business partners providing skin care, beauty, personal care and health supplement products and services for direct marketing purposes.

The COMPANY, or the transferees above, will never contact me about products and services not directly related to the COMPANY's products or services without first obtaining my consent. Where the COMPANY believes that I may be interested in an unrelated product or service, the COMPANY will seek my consent before providing me with any promotional or marketing information.

I have the right to object to the use of my personal information for direct marketing purposes. However, if I do not agree to receive direct marketing materials from the COMPANY, I will not be able to receive updated information on the COMPANY's products and services and this may affect my ability to develop business with the COMPANY. The COMPANY will not use personal information for these purposes if I communicate my objection to Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates) at 10/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong, or to Nu Skin Macau (applicable to Macau Brand Affiliates) at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau.

#### **5. Acceptance of Contract**

##### **(a) Acceptance by NSI**

The effective date of the Brand Affiliate Agreement will be the date it is accepted by NSI, which will be (i) the date that I execute the Brand Affiliate Agreement electronically via the COMPANY's internet sign-up procedure and it is received and accepted by NSI, or (ii) the date that an original hard copy of the Brand Affiliate Agreement is received and accepted by NSI and a computer record is made of my Brand Affiliate account by NSI.

##### **(b) Acceptance by Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates)**

I agree that Nu Skin Hong Kong's (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau's (applicable to Macau Brand Affiliates) acceptance of the PPA will occur when it accepts my first order of Nu Skin Products.

#### **6. Indemnity and Limitation of Liability**

##### **(a) Indemnity**

I will indemnify and hold the COMPANY, 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 Brand Affiliate business, including without limitation, breach of representations and warranties, material breach of the Contract and other agreements between the parties, or any other claims or causes of action.

**(b) Limitation of Liability**

I agree that the COMPANY 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 agreements between the parties. I agree that the entire liability of the COMPANY for any claim whatsoever related to my relationship with the COMPANY, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Nu Skin Products that I have purchased from Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliates)/ Nu Skin Macau (applicable to Macau Brand Affiliates).

**7. Inconsistency**

In the event of any conflict between any terms in this document and the Policies and Procedures, the Policies and Procedures will prevail to the extent of the inconsistency.

**8. Language**

If there is any difference between the English language text of the terms and conditions herein and the Chinese language text, for all purposes the English language shall be conclusive.