

International Sponsor Agreement

Purpose of this Agreement

The purpose of the International Sponsor Agreement is to allow you, as a Distributor, to sponsor new Distributors in other markets outside of your Resident Country where you signed up as a Distributor. You may also purchase products in these markets for personal use and product demonstration to potential new distributors. Please note that the laws of each country are different. EVEN THOUGH NSI GRANTS YOU THE RIGHT TO SPONSOR NEW DISTRIBUTORS PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS UNDER THE LOCAL LAWS OF EACH COUNTRY. THEREFORE, PLEASE CHECK WITH EACH NU SKIN LOCAL OFFICE BEFORE YOU CONDUCT ANY NU SKIN BUSINESS IN A SPECIFIC COUNTRY.

Agreement

This International Sponsor Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, the United States of America, and me, an independent Distributor (Distributor Number: _____). In consideration of the mutual promises contained in this ISA, the parties agree as follows:

1. Definitions

Defined terms are set forth below or may be separately defined in this ISA. The definitions of the capitalized terms not found in this ISA are set forth in the Policies and Procedures. Wherever the context will so require, all words using the male gender are deemed to include the female, all singular words will include the plural and all plural words will include the singular.

“Authorized Country” means any country or market designated in writing by NSI as officially opened for business for all Distributors.

“Bonuses” means the compensation paid to Distributors based on the volume of Products sold by a Distributor, his Downline Organization, and breakaway Executives upon meeting all requirements as set forth in the Sales Compensation Plan.

“Distributor” means an independent contractor authorized by NSV, and its affiliated entities (including NSI) under the Contract to purchase and retail Products, recruit other Distributors, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

“Distributor Agreement” means the Distributor application and agreement, and if applicable, the Joint Participation Form, that I have executed with NSV that grants to me (a) the right to be a Distributor and market Products in my Resident Country through person-to-person sales, and (b) sponsor new distributors in my Resident Country.

“ISA” means this International Sponsor Agreement.

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

“Nu Skin” means Nu Skin International, Inc., and its affiliated companies.

“NSI” means Nu Skin International, Inc.

“NSV” means Nu Skin Enterprises Viet Nam Limited Liability Company.

“Nu Skin Local” means an affiliated company of NSI that is operating in an Authorized Country.

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

“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 to the Distributor Agreement and this ISA.

“Resident Country” means the Authorized Country in which I, if an individual, am a citizen or a lawful resident and where I have signed up to be a Distributor, or, if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, is lawfully organized.

2. Right to Sponsor in Non-Resident Countries

(a) Right to Sponsor in Non-Resident Countries

NSI grants to me the right to sponsor new Distributors in Non-Resident Countries. This ISA does not grant me the right to market Products in Non-Resident Countries. I agree that I am responsible for any person or entity working for me or as part of my distributorship, and their actions are subject to the terms and conditions of this ISA, and I am responsible for their actions and insuring their compliance with this ISA. Any person or entity working with or for me as part of my independent distributorship will do so only under my direct and constant supervision.

(b) Laws of Non-Resident Countries

I acknowledge that every Non-Resident Country may have specific laws and requirements applicable to me as a sponsor of distributors in that Non-Resident Country, and I agree to comply with all laws, statutes and regulations of that Non-Resident Country, including but not limited to, all immigration, visa, and registration requirements. Although Nu Skin may assist me with general requirements of applicable laws and regulations, rules, and requirements, I agree that I have the sole responsibility to investigate, understand, and comply with all applicable laws, statutes and regulations of that Non-Resident Country.

(c) Purchase of Products in Non-Resident Countries

I agree that I may purchase Products in a Non-Resident Country only from a Nu Skin Local in that Non-Resident Country. I further agree that (i) I may only purchase Products in a Non-Resident Country 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 Products in a Non-Resident Country, and (iii) I will comply with all applicable laws regarding the purchase of Products in a Non-Resident Country.

(d) Nu Skin Local Requirements

I AGREE TO CONTACT THE NU SKIN LOCAL IN THE NON-RESIDENT COUNTRY IN WHICH I DESIRE TO SPONSOR REGARDING ANY SPECIFIC NU SKIN LOCAL REQUIREMENTS FOR SPONSORING OR PURCHASING PRODUCTS IN THAT NON-RESIDENT COUNTRY.

3. Termination of My Right to Sponsor. My right to sponsor in a Non-Resident Country pursuant to this ISA, or receive Bonuses from the sales activity of my Downline Organization and breakaway Executives in a Non-Resident Country, may be revoked at any time when NSI or a Nu Skin Local

determines, in its sole discretion, that I have not conducted myself in accordance with the terms and conditions of this ISA or my Distributor Agreement. This ISA will automatically terminate upon the termination of my Distributor Agreement.

4. Representations and Warranties. I represent and warrant that (a) I am authorized to enter this ISA, that I have met all legal requirements to enter into a valid contract in my Resident Country, and when executed and delivered by me and accepted by NSI as described herein, this ISA constitutes a legal, valid and binding obligation; (b) I have not previously, and I will not directly or indirectly import any unapproved Products into any Non-Resident Country, and acknowledge that to do so would cause irreparable damage to NSI and the Nu Skin Local in any Non-Resident Country; (c) if an individual, I am a citizen or a lawful resident of my Resident Country; (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 Country, and that each member of the business entity has proper legal authorization to conduct business in the Resident country; and (e) I am not in material breach of my Distributor Agreement.

5. Acceptance of ISA. The effective date of the ISA will be the date it is accepted by NSI, which will be (i) the date that I execute the ISA electronically via Nu Skin's official website and it is received and accepted by NSI, or (ii) the date that an original hard copy of this ISA is received and accepted by NSI.

6. 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 distributor business, including without limitation, sponsoring and conducting my business in Non-Resident Countries, breach of representations and warranties, material breach of the ISA and other agreements between the parties, or any other claims or causes of action.

(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 this ISA or other agreements between the parties. I agree that the entire liability of Nu Skin for any claim whatsoever related to my relationship with Nu Skin, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Products that I have purchased from the Nu Skin Local in Non-Resident Countries.

7. Arbitration

(a) THIS ISA IS SUBJECT TO A MEDIATION AND ARBITRATION POLICY. UTAH SHALL BE THE EXCLUSIVE VENUE FOR MEDIATION, ARBITRATION OR THE RESOLUTION OF ANY OTHER DISPUTES ARISING UNDER OR RELATED TO THIS ISA. The place of origin of this ISA 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 actions arising under or related to this ISA, or any and all disputes between Distributors arising out of or related to a distributorship or this ISA, to enforce this ISA, or any other claim (whether based in contract, tort, statute, law or equity), including the validity of this arbitration agreement, place of venue, and jurisdiction, shall be in Salt Lake County, Utah. I consent to

the personal jurisdiction of said courts within the State of Utah and waive any objection to improper venue.

(b) I agree that any past, present or future claim, dispute, cause of action or complaint, arising under or related to this ISA, or any and all disputes between Distributors arising out of or related to a distributorship or this ISA, to enforce this ISA, or any other claim (whether based in contract, tort, statute, law or equity), including those which I may have or allege to have against Nu Skin or its owner, directors, officers or employees, or any other Distributor, which arise as a result of or in connection with my Downline Organization and/or breakaway Executives, the purchase and sale of Products, or my right to sponsor, or my sponsoring and distributor activities, or otherwise arise out of this ISA, will be resolved and settled in accordance with and pursuant to the terms and conditions of this ISA, and by (a) mediation in accordance with 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 Nu Skin's official web site; or if not resolved or settled by mediation, by (b) arbitration in accordance with the Arbitration policy set forth in Chapter 7 (Arbitration) of the Policies and Procedures. 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.

(c) I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I ACCESS ANY NU SKIN WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY PRODUCTS MADE AVAILABLE THROUGH THE SAID WEB SITES, OR THE PURCHASE OF ANY PRODUCTS FROM A NU SKIN LOCAL, IF I SPONSOR IN A NON-RESIDENT COUNTRY, OR IF I RECEIVE A BONUS.

8. Independent Contractor. I acknowledge and agree that as a Distributor, I am an independent contractor and I am not an employee, agent, or legal representative of Nu Skin, and except as permitted by this ISA, I am not authorized to act on behalf of Nu Skin. Nothing in this ISA is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Nu Skin and me.

9. Assignment. I may not convey, assign or otherwise transfer any right conveyed hereunder to any person or entity without the express, prior written consent of NSI, which consent shall be at NSI's sole discretion.

10. Integrated Agreement

This ISA is an integrated agreement that consists of this ISA and the Policies and Procedures, as may be amended, and are incorporated herein by reference.

Distributor

Date: _____