

**Addendum to Slovak Republic Policies and Procedures and Distributor Agreement**

The Policies and Procedures (hereinafter referred to as: P&P) in effect, which was last amended in September 2011, form a contract together with the Independent Distributor Agreement (hereinafter referred to as: DA) and the Sales Compensation Plan (hereinafter referred to as: SCP).

As of 01 April 2012 Distributors legally resident in the Slovak Republic will be operating under a new Slovak legal entity based in the Slovak Republic.

**I. Pursuant to Section 13.5 of the Policies and Procedures, Nu Skin hereby notifies the Distributor of the Following amendments to the Policies and Procedures.:**

**Section 1.1.**

"Nu Skin Slovakia s.r.o.- for Slovak Republic" shall be added to the existing list of legal entities.

**To Section 13 of the P&P (Miscellaneous) shall be added:**

**13.8 Exclusivity**

(a) You acknowledge and agree that a Distributor or Distributorship, and any Person who has a Beneficial Interest in the Distributorship (including spouses and Co-habitants), which has achieved the pin level of Ruby or higher, is being compensated, publicly recognized and otherwise promoted by the Company as a key Distributor leader. As a Distributor with a Ruby or higher pin level, you are reasonably expected to exclusively sell Company Products, train Distributors in your Downline Organization, and promote the Company's business. Therefore, as a condition to receiving ongoing breakaway compensation on Executive Levels 3 through 6 in your Downline Organization, and recognition as a Ruby-level or higher Distributor leader at Company events, you may not be engaged in any Business Development Activity for any other Direct Sales Company.

(b) If you engage in Business Development Activity for any other Direct Sales Company while you are a Distributor with a pin level of Ruby or higher, then your Distributorship will not be eligible to receive any Executive Breakaway Bonus on Executive levels 3 to 6 in your Downline Organization during any period in which you, your spouse, your Co-habitant, or any Person with a Beneficial Interest in your Distributorship, (i) engage in any Business Development Activity, or (ii) maintain a Beneficial Interest in any form with respect to such Direct Sales Company, regardless of the number of Breakaway Executives on your first level or other qualifications for payment on levels 3 to 6.

(c) Within 5 business days of the first engagement in any Business Development Activity for any other Direct Sales Company, you agree to notify the Company that you, your spouse, your Co-habitant, or any Person with a Beneficial Interest in your Distributorship, is engaged in such Business Development Activity. You further agree that upon engaging in such Business Development Activity, you will no longer be eligible to receive Executive Breakaway Bonuses on Executive Levels 3 through 6 as set forth in the preceding paragraph. You further agree that you (i) will be liable to refund to the Company any such Executive Breakaway Bonuses paid to you during any period following your engagement in any such Business Development Activity whether or not you provide the notice to the Company as required by this paragraph (c), and (ii) the Company will have the right to recover any such amount by, *inter alia*, offsetting such liability against any other Bonuses, past, present or future, that may be payable to you under the Sales Compensation Plan. Failure to notify the Company of your engagement in any Business Development Activity for any other Direct Sales Company will be considered a violation of these Policies and Procedures and may result in other action being taken by the Company, including termination of your Distributorship.

**References 3:** Text for Slovakia shall be deleted and replaced by new provision:  
Slovak Republic:

By signing the Independent Distributor Agreement, the Independent

Distributor authorises Nu Skin Slovakia s.r.o to comply with the Independent Distributor's obligation to issue invoices as proxy. By signing the Independent Distributor Agreement, Nu Skin Slovakia s.r.o. accepts the authorisation, which is general within the scope of issuing invoices. Nu Skin Slovakia s.r.o. will be placed on the invoice as buyer and will send the invoice to the Independent Distributor by post. The Independent Distributor consents based on the invoice that Nu Skin Slovakia s.r.o. will pay the compensation fees.

The Independent Distributor is obligated to notify Nu Skin Slovakia s.r.o. without delay on his/her obligation to pay VAT and any amendment regarding his/her obligation to pay VAT. The Independent Distributor is liable for any and every consequence that may arise as a result of failing to comply with the above obligation or complying with the above obligation with delay. The serial number of the invoice consists of two parts: (i) the Distributor identification number, the so-called Nu Skin ID that appears on the top left side of the Independent Distributor Agreement, (ii) the number beginning from 001. Therefore, the serial number of the invoice will be as follows: "Nu Skin ID"-001, "Nu Skin ID"-002, "Nu Skin ID"-003, etc.

In order to receive commission, the Distributor must provide Nu Skin Local by the end of the month, in which the Independent Distributor Agreement is executed, with (i) a duly signed separate power of attorney for billing purposes provided by Nu Skin Local. In case the Distributor is a company, the Distributor must provide Nu Skin Local, no later than the aforementioned deadline, with (ii) one original copy of the company's extract not older than 60 days preceding the signature of the Independent Distributor Agreement or the photocopy of the trade license if applicable, and in case the Distributor is a private person, he/she must provide Nu Skin Local, no later than the aforementioned deadline, with (iii) a copy of his/her personal ID.

**All other terms and conditions of the P&P not affected by this amendment shall remain in force with unchanged content.**  
**The present amendment of the P&P shall be effective as of 01 April 2012.**

Please sign this Addendum and send it back to:

NU SKIN SLOVAKIA s.r.o.,

Pribinova 6, 811 09 Bratislava, Slovak Republic.

Toll Free Fax Number: 0800 115 224,

E-Mail: [slovakiaweb@nuskin.com](mailto:slovakiaweb@nuskin.com).

The Distributor hereby declares that NU SKIN SLOVAKIA s.r.o. has been entitled to issue Self-billing invoices on behalf of the Distributor and the Distributor accepts them all.

**Place and date of Signature:**

Place ..... Date ..... / ... / .....

(signature) .....

Distributor's Name: .....

Nu Skin Distributor ID Number: .....