MEMBER PROGRAM AGREEMENT

This agreement ("**Agreement**") is entered into between you, the applicant, on the one hand and Nu Skin International Inc. a corporation duly incorporated in the United States of America, with Nu Skin Enterprises Singapore Pte Ltd, a company which is duly incorporated under the laws of the Republic of Singapore on the other hand (collectively, Nu Skin International Inc. and Nu Skin Enterprises Singapore Pte Ltd ("**Nu Skin Singapore**") are referred to as "**Nu Skin**").

By completing and submitting your application to join us, including accepting these terms and conditions, you will be a Member as (as defined below) (referred to as "**you**" or "**Member**").

I. Submission of New Account Information

- 1. You represent and warrant to Nu Skin that the information provided in your application accompanying this Agreement is true and accurate.
- 2. You agree that Nu Skin may declare this Agreement void if such information presented is false or misleading.
- 3. You agree that after submission, you shall comply with such steps requested by Nu Skin to verify your identity or the identity of others related to the account.

II. As a Member

- 4. There is no required minimum order amount when ordering directly from Nu Skin Singapore. However, all products ordered by you ("**Products**") must be paid in full before such Products are shipped to the addresses provided by you (which must be within Singapore).
- 5. If you are not completely satisfied with the product that you have purchased, you may return the Products to Nu Skin in accordance with the Product Refund Policy for Members (Singapore) available from Nu Skin Enterprises Singapore Pte Ltd upon request and which terms are incorporated expressly by reference into this Agreement.
- 6. Please note that you can only return the Products bought from Nu Skin in Singapore, and you accept that there will be no refund of the initial delivery costs (incurred at the time of purchase) for the Products.
- 7. You agree that you purchase the products for your own personal consumption and you cannot resell or re-supply the products purchased by you.
- 8. You cannot sponsor independent Nu Skin brand affiliates, members or retail customers.
- 9. As a Member, you can only purchase the Products from Nu Skin in Singapore.
- 10. Distributors ("**Brand Affiliates**") of Nu Skin and their affiliated companies are not eligible to be Members.

- 11. A Member's account is permanently linked to the Brand Affiliate who had sponsored him or her for this Member program. This link can only be changed after a period of six (6) months where the Member has no activity on his or her account.
- 12. Nu Skin Enterprises Inc. and its subsidiaries or affiliates (collectively the "**Nu Skin Group**") have valuable intellectual property in the form of trade names, trademarks, product names or logos, amongst other things. These cannot be used without prior written consent from the Nu Skin Group.
- 13. A Member can become a Brand Affiliate at any time under the same sponsor by completing and signing an online Brand Affiliate Agreement together with all the required documents by Nu Skin. To have a different sponsor, you may do so only if you have not engaged in any Member activity for a period of six (6) months.
- 14. You understand and agree that this Agreement governs your purchases of Nu Skin's Products.
- 15. You may terminate the Agreement at any time by giving Nu Skin a written notice to terminate the Agreement. However, you remain a member until Nu Skin has confirmed your account termination, and the orders placed by you prior to such confirmation will continue to remain valid and must be fulfilled.

III. Nu Skin's Rights

- 16. Nu Skin has the following rights under this Agreement:
- (a) Amend any or all of the terms, conditions or features of this Agreement upon 30 days' written notice sent to the address indicated by you in your application relevant to this Agreement.
- (b) You will have the right to terminate this Agreement without penalty if you do not consent to such amendment, withdrawal etc.
- (c) All representations, and warranties in relation to the Agreement and the Products supplied pursuant to it are expressly excluded.
- (d) Nu Skin Singapore may terminate this Agreement without notice if you have not placed an order on such account for a period of 12 or more consecutive months. After termination, you may apply to become a Preferred Customer again by submitting a new agreement.
- (e) Nu Skin may immediately terminate this Agreement without notice if you are found to have materially breached or violated any of its terms.

IV. Privacy Policy:

- 17. This Agreement incorporates the Nu Skin Global Privacy Notice by reference, and the same is available here: <u>https://www.nuskin.com/content/dam/sea/sg/Compliance/Global%20Privacy%20Notice.pdf</u> (the "Privacy Notice")
- 18. In general and without prejudice to the Privacy Notice, you agree that the Nu Skin Group collects and holds your personal information, in order to provide you with the benefits of being a Preferred

Customer and communicate with you regarding promotional offers. Referral details are gathered to ensure you are linked to the Brand Affiliate who referred you.

- 19. You consent to your sponsor approaching you to discuss about the Products of Nu Skin with you, and this may continue until you give Nu Skin notice of your withdrawal directly, by phone call or in writing, including email.
- 20. You further agree that all information submitted by you under or related to this Agreement will be held, and managed by Nu Skin. Your information may also be disclosed and shared within Nu Skin Group for processing and storage.
- 21. You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by contacting Nu Skin / Nu Skin Singapore. You understand and agree that Nu Skin Group may disclose your personal information to contracted vendors such as a mailing house for the purpose of mailing Nu Skin Group's literature. Any such vendor would only have access to your personal information for the purposes of the Agreement.
- 22. Except as set out above and in the Privacy Policy, Nu Skin Group will not disclose, sell, transfer, assign or rent your personal information to any third party without your permission unless required by law.
- 23. If you do not wish to provide the mandatory information requested, we will be unable to provide you with the privileges of membership of the Preferred Customer. By providing your contact details, you agree that Nu Skin Group and Brand Affiliates may call, email, fax and send you text messages for promotional and marketing purposes.
- 24. You also agree that Nu Skin Group may collect, use, process and disclose your personal information given in this form for the purpose of administration in relation to the matters referred to herein.
- 25. You confirm that you have read and fully understand the provisions set out in the Privacy Notice and you agree with the collecting, using, processing and disclosure personal information of Nu Skin Group in the way set out thereto. You further agree to abide by the Privacy Notice to the extent that obligations are placed on you.