



# BLUE DIAMOND LICENSE AGREEMENT

75 W. Center Street, Provo, UT 84601

Fax: 801-345-2096 Email: materialreview@nuskin.com

Distributor Name: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

This Blue Diamond License Agreement (“Agreement”) is between Nu Skin Enterprises United States, Inc., a Delaware corporation, 75 West Center Street, Provo, UT 84601 (“Nu Skin”) and you.

A. As a Distributor with the pin title of Blue Diamond or above, you may produce Blue Diamond Business Support Materials and Services and Internet Marketing Sites (collectively the “Materials”), for your own use, utilization by other Distributors, and to promote the Products and the business opportunity. You must comply with the following three steps before you may produce any Materials: (i) execute and submit to Nu Skin this Blue Diamond License Agreement; (ii) submit to Nu Skin an Application for Registration of your Materials; and (iii) receive a Notice of Registration of your Materials from Nu Skin. This Agreement, the Application for Registration, and Notice of Registration are three separate and distinct documents.

B. Nu Skin has been granted a non-exclusive license to use the trademarks identified more fully in Schedule A attached to this Agreement (the “Trademarks”). Nu Skin has the power and authority to grant to you the right, privilege and license to use the Trademarks on or in association with your Materials that have been properly registered with Nu Skin pursuant to specific Applications for Registration submitted to Nu Skin and the Notices of Registration issued by Nu Skin.

C. Nu Skin is willing to license to you the Trademarks and you are willing to use the Trademarks on your Materials subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, you and Nu Skin, each intending to be legally bound hereby, do promise and agree as follows.

## 1. DEFINITIONS

The meaning of capitalized terms not found in this Agreement is set forth in the Policies and Procedures.

## 2. GRANT OF LICENSE

- (a) Nu Skin grants to you, for the term of this Agreement, a non-exclusive license to use the Trademarks on or in association with the Materials in the United States. It is understood and agreed that this license will pertain only to the Trademarks and your Materials and does not extend to any other mark, product or service. You further agree that Nu Skin will retain all right, title and interest in the Trademarks. You acknowledge and recognize the value of the goodwill associated with Trademarks and that the Trademarks and all rights therein, including the goodwill, belong exclusively to Nu Skin.
- (b) You may not grant a sublicense to any third party without the prior express written consent of Nu Skin, which may be withheld for any reason. You will not make or authorize any use, direct or indirect, of the Trademarks and/or the Materials, or of the same likeness or similarity, outside of the United States or as noted on your Application for Registration, and will not sell the Materials to persons in any other Authorized Country unless specifically authorized in writing by Nu Skin.

## 3. TERM AND TERMINATION

- (a) Except as otherwise provided by this Agreement, this Agreement will be in full force and effect commencing on the date of execution by Nu Skin for a term of two years (the “Term”). This Agreement will automatically terminate at the end of the Term. If you desire to use Trademarks on your Materials after the Term, you must sign a new License Agreement prior to or upon expiration of the Term of this Agreement. Upon expiration or termination of this Agreement, all your rights to use the Trademarks will immediately terminate.
- (b) Notwithstanding anything to the contrary in this Agreement or the Policies and Procedures, Nu Skin reserves the right to terminate this Agreement and revoke any Notice of Registration at any time in its sole discretion. If this Agreement expires, is terminated, or the Notice of Registration is revoked, then you must immediately cease using or distributing the specified Materials. You agree that Nu Skin is not liable for and will not reimburse you for any costs incurred by you for the production of, or lost sales from, your Materials that are the subject of the revoked Notice of Registration, the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, you will immediately return to Nu Skin all artwork or any other material associated with the Trademarks for duplication on your Materials.

- (c) Any request to extend the Term of the Agreement for an additional period will be sent to 75 W. Center Street, Provo, UT 84601, Fax: 801-345- , Email: materialreview@nuskin.com

## 4. COMPENSATION

As consideration for the license granted by this Agreement, you agree (i) to comply with the Policies and Procedures, as amended, (ii) to monitor the activities of those you personally sponsor and those in your Downline Organization and work in good faith with Nu Skin to prevent the misuse and misappropriation of the Trademarks, (iii) to report the violation of the Policies and Procedures and manipulation of the Sales Compensation Plan, (iv) to supervise and assist your Downline Organization’s efforts to sell the Products to retail customers, and (v) to sell the Products exclusively.

## 5. MATERIALS DESIGN AND CONTENT

- (a) You agree to create and produce Materials that will project the highest professional image and be consistent with the quality of Nu Skin’s websites, materials, brochures and other printed material and media. You will not include any of the following in the Materials: text, images, photographs, graphics, sound, or animations or any other content that violates the Policies and Procedures, violates any applicable law, or might be viewed as offensive or related in any way to inappropriate or illegal activities.
- (b) In addition to the foregoing, with respect to Materials related to an Internet Marketing Site, you will not use the Internet Marketing Site to (i) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) attempt to mislead any person as to the identity, source or origin of any communication or the owner of the Internet Marketing Site; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) include any links to other sites that might be viewed as offensive or related in any way to inappropriate or illegal activities, invisible text, metatags (i.e., text that is present only when a “Webcrawler” or other Web indexing tool accesses the web site), or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type;

(vii) knowingly disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; or (viii) engage in any other activity deemed by Nu Skin to be in conflict with the spirit or intent of this Agreement.

**6. RECORDS AND AUDIT**

You must maintain accurate and complete records with respect to any sales of Materials, including financial records documenting production costs and profits generated from the sale of the Materials. At the request of Nu Skin, you must make these records available for review by Nu Skin to confirm whether you have been complying with this Agreement and the Policies and Procedures with respect to the sale of any Materials. You must comply with any request to review your Distributorship records promptly and completely.

**7. REPRESENTATIONS AND WARRANTIES**

- (a) Nu Skin represents and warrants that (1) it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party that conflict with this Agreement, and (2) to the best of its knowledge the Trademarks do not infringe on the valid right of any third party.
- (b) You represent and warrant that (1) you are not in material breach of the Contract, (2) you will use your best efforts to promote, market, sell, and distribute the Products, (3) you will be solely responsible for the creation, production, sale, and distribution of the Materials and will bear all liability and related costs associated with the Materials, and (4) you have the authority to execute this Agreement.

**8. COMPLIANCE WITH POLICIES AND PROCEDURES AND LAWS**

You agree that the licenses granted in this Agreement are conditioned upon your full and complete compliance with this Agreement, the Policies and Procedures, the marking provisions of the patent, trademark and copyright laws of the United States, and that the Materials will comply with all applicable laws. You further agree that the Materials will include all appropriate legal notices and disclaimers as required by Nu Skin.

**9. REGISTRATION OF MATERIALS**

You agree that you will not distribute or sell the Materials until you have submitted an Application for Registration with Nu Skin and received from Nu Skin a Notice of Registration.

**10. INDEMNITY**

You agree to defend and indemnify Nu Skin, including its affiliated companies, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through any claims of third parties against Nu Skin based on the development or sale of the Materials.

**11. JURISDICTION AND DISPUTES**

- (a) 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 AGREEMENT.**

The place of origin of this Agreement is the State of Utah, 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. You consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

- (b) You agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Agreement, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures.

**12. WAIVER**

No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

**13. SEVERABILITY**

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision will be deemed to be severed from the Agreement.

**14. INDEPENDENT CONTRACTOR**

You acknowledge and agree that you are an independent contractor. Nothing in this Agreement is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between you and Nu Skin.

**15. ASSIGNABILITY**

The license granted hereunder is personal to you and will not be assigned by any act by you or by operation of law unless it is done with the consent of Nu Skin.

**16. AMENDMENTS**

Nu Skin reserves the right to modify this Agreement at any time, but will provide you with written notice of at least thirty days before any change is made effective unless the modification is required by law, a court or regulatory order, at which time the change will become effective immediately.

**17. NOTICE**

Any notice required or permitted to be given under this Agreement will be sufficient if in writing and sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth in the Agreement. Notice will be deemed effective upon receipt if made by personal delivery, or three days after deposit in the United States mail with the required postage.

**18. ACCEPTANCE BY NU SKIIN**

The effective date of this Agreement will be the date it is accepted by Nu Skin, which will be the date that that an original hard copy or facsimile of this Agreement is received and accepted by Nu Skin, and an acknowledgement of its receipt sent to you.

IN WITNESS WHEREOF, I agree to be bound by the terms and conditions of this Agreement, I am authorized to enter into this Agreement, and I have done so on the date set forth above.

Distributor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_