## **GLOSSARY - Sales Performance Plan US/Global**

**Affiliate Referring Bonus**: A Bonus paid weekly to you as a Brand Affiliate, based on your Personally Registered Affiliate Sales. *See* Section 2.2.

**Bonus**: Sales compensation paid through this Plan, including the Selling Bonus, Retailing Bonus, Affiliate Referring Bonus, Building Bonus, and Leading Bonus. Bonuses do not include any retail profit you can earn on Products that you purchase and resell directly to Unregistered Customers, or any other cash or non-cash incentives.

**Brand Affiliate**: A Person who signs up with Nu Skin as a Brand Affiliate and can purchase Products at the Member Price, sell Products, and sign-up Customers and Brand Affiliates. The term Brand Affiliate can also be used as a general reference to all Brand Affiliates and Brand Representatives. For example, a Brand Partner or Brand Director can be referred to as a Brand Affiliate as a general reference when talking about all Brand Affiliates. Brand Affiliates are not Customers.

**Brand Affiliate Account**: The account created when you register as a Brand Affiliate with Nu Skin. When you create a Brand Affiliate Account, you are assigned a Brand Affiliate ID.

**Brand Affiliate Agreement**: An agreement between you and Nu Skin that sets forth certain terms relating to your relationship with Nu Skin.

**Brand Director**: A category of Brand Representatives with a Title of Emerald Director, Diamond Director, Blue Diamond Director, or Presidential Director.

**Brand Partner**: A category of Brand Representatives with a Title of Gold Partner, Lapis Partner, or Ruby Partner.

Brand Representative: A Brand Affiliate who has successfully completed Brand Representative Qualification and who has not lost their Brand Representative status. The term Brand Representative can also be used as a general reference for all Titles of Brand Representative and above. For example, a Ruby Partner or Diamond Director can be referred to as a Brand Representative as a general reference when talking about all Brand Representatives.

**Brand Representative Advancement Date**: The first day of the weekly period after you complete Brand Representative Qualification. If you qualify as a Brand Representative in week 1, 2, or 3 of a month, your Brand Representative Advancement Date will be the 8<sup>th</sup>, 15<sup>th</sup>, or 22<sup>nd</sup> of that month, respectively. If you qualify as a Brand Representative in week 4 of a month, your Brand Representative Advancement Date will be the first day of the following month. *See* Addendum A.

**Brand Representative Qualification**: The process to become a Brand Representative. *See* Section 3.1.

**Brand Representative Qualification Period**: A period that starts the calendar month in which you submit your Letter of Intent. You have until the end of the following calendar month to complete Brand Representative Qualification. *See* Section 3.1.

## **Brand Representative Qualification Requirements:**

During your Brand Representative Qualification Period you must submit a Letter of Intent and achieve 2,000 Group Sales Volume (including 500 of your own Direct Customer Sales Volume). See Section 3.1.

**Building Bonus**: A Bonus paid monthly to you as a Brand Representative based on the Commissionable Sales Value of Products purchased through Nu Skin Systems by Brand Affiliates and Customers in your Group. See Section 2.3.

Business Builder Position (BBP): A position placed on your G1. Your BBP is awarded to you after the first month you achieve the Title of Blue Diamond Director. See Addendum D.

Business Development Activities: Any activity that benefits, promotes, assists, or supports in any way the business, development, sales, or sponsorship of another business, including but not limited to selling products or services; promoting the business opportunity; appearing on behalf of the business or one of its representatives; allowing your name to be used to market the business, its products, services, or opportunity; sponsoring or recruiting on behalf of the business; acting as a

member of the board of directors, as an officer, or a representative or distributor of the business; or having an ownership interest or any other beneficial interest, whether the interest is direct or indirect.

Commissionable Sales Value (CSV): A currency value that is set for each Product, used to calculate Building and Leading Bonuses. Commissionable Sales Value is adjusted from time to time due to a variety of factors, including changes in pricing, currency fluctuations, promotions, and so on. Commissionable Sales Value is different from Sales Volume and generally does not equal the Sales Volume of a Product. Some Products may have zero Commissionable Sales Value. You can obtain information regarding the Commissionable Sales Value and other sales compensation-related information for each Product by signing into your nuskin.com account. Commissionable Sales Value is exchanged to your home market currency when selling Products in multiple markets.

Company: Nu Skin or "we".

**Customer**: Anyone who purchases Products but does not participate in this Plan and cannot resell Products or register other Customers or Brand Affiliates. Brand Affiliates are not Customers.

**Direct Customer**: A Member or Retail Customer to whom a Brand Affiliate directly sells Products through Nu Skin Systems, and Customers who purchase products directly from a Brand Affiliate through eligible Drop Ship Orders. A Member is the Direct Customer of the Brand Affiliate who enrolled them. When a Retail Customer purchases Products through Nu Skin Systems, the Brand Affiliate who sold them the Product is credited for that sale. A Brand Affiliate is not considered a Direct Customer.

**Direct Customer Sales Volume (DC-SV)**: The sum of all Product Sales Volume from purchases by your Direct Customers.

**Direct Sales Company**: A company that is a member of the Direct Selling Association or otherwise uses a sales force of independent contractors who sell products and services and that compensates the independent contractors through a single-level or multi-level compensation plan for (1) their own sales, and/or (2) the sales of

other independent contractors who have signed up under the independent contractors to distribute the same products and services.

**Drop Ship Orders**: A Drop Ship Order is an order you place on your Brand Affiliate Account but designate as a sale to your Customer. To be eligible, a Drop Ship Order must be designated as such and sold to and shipped directly to your Customer.

Flex Points: Flex Points are a Group Sales Volume substitute used to Maintain your status as a Brand Representative if you do not complete at least 2,000 Group Sales Volume in a month. Flex Points cannot be used to satisfy the 250 Direct Customer Sales Volume requirement. Flex Points do not provide Sales Volume or Commissionable Sales Value and no Bonus is paid on Flex Points. Flex Points have no monetary value and cannot ever be redeemed for cash. Flex Points do not expire and there is no limit to the amount of Flex Points you can accumulate; however, any accumulated Flex Points will be forfeited if you lose your Brand Representative status. See Section 3.3.

**Generations**: The Brand Representative levels in your Team. Every Brand Representative you directly lead and who is the first Brand Representative below you in your Team is your G1 Brand Representative. Those Brand Representatives who are on the next level below them are your G2 Brand Representatives, and so forth. Brand Affiliates who have not achieved Brand Representative status do not constitute a Generation but are part of their Brand Representative's Group. For example, the Brand Affiliates (who have not achieved Brand Representative status) of your G1 Brand Representative are not part of your G2; instead, they are part of your G1 Brand Representative's Group.

**Group**: Your Group consists of (1) you, (2) any of your Members, Retail Customers, and Brand Affiliates, and (3) any of your Brand Affiliates' Members, Retail Customers, and Brand Affiliates, and so on. Your Group will include the Groups of your Brand Affiliates who are in Brand Representative Qualification. A Brand Affiliate who completes Brand Representative Qualification will leave your Group and they and their Group will become part of your Team.

**Group Sales Volume (GSV)**: The sum of Sales Volume from all Product purchases within your Group.

**Leadership Team**: Your Leadership Teams consist of your G1–G6 Brand Representatives starting at each of your G1 Brand Representatives. Each one of your Leadership Teams is distinct and led by your individual G1 Brand Representatives, respectively. *See* Section 2.4.

**Leadership Team Sales Volume (LTSV)**: The sum of all Sales Volume from a given Leadership Team. *See* Section 2.4.

**Leading Bonus**: A Bonus paid monthly if you are a Brand Partner or Brand Director, based on the Commissionable Sales Value of the Sales Volume generated by your Team. *See* Section 2.4.

**Letter of Intent**: A document that you submit through Nu Skin Systems to notify the Company of your intention to qualify as a Brand Representative.

Maintenance (also Maintain or Maintaining): The requirement to achieve at least 2,000 Group Sales Volume (including 250 of your own Direct Customer Sales Volume), in a month to keep your Brand Representative status and be eligible to be paid a Building or Leading Bonus. To Maintain your Brand Representative status, Flex Points may also be used to substitute any missing Group Sales Volume, but not Direct Customer Sales Volume, requirements. However, if you use any Flex Points to Maintain your Brand Representative status, you will not be eligible to earn Building or Leading Bonuses that month. See Section 3.2 and Addendum A.

**Member**: A Customer who signs up through Nu Skin Systems based on a Brand Affiliate invitation to purchase Nu Skin Products at Member Price. Members cannot register Customers or Brand Affiliates, cannot resell Nu Skin Products, and do not participate in this Plan.

**Member Price**: The list price for Products for both Members and Brand Affiliates, excluding tax and shipping. The Member Price is set by the local market and may occasionally be adjusted for sales promotions and incentives.

**Net Sales Price**: The price paid for Products, not including retail markup, tax, and shipping.

**Nu Skin**: Nu Skin International, Inc. and its affiliates (excluding Rhyz, Inc. and its subsidiary entities).

Nu Skin Bonus Account: A digital account found in Nu Skin's digital tools (e.g., Nu Skin Stela app and nuskin.com) that reflects all your Bonuses, payments, and commission adjustments. A Nu Skin Bonus Account is automatically created for you when you become a Brand Affiliate. Nu Skin Bonus Accounts do not accrue interest. You can transfer your total available balance, minus any government-mandated income taxes, from your Nu Skin Bonus Account to your designated financial institution account at any time. Transfers that you initiate do not have a minimum balance requirement. However, you are responsible for all fees associated with any transfer you initiate. Service fees may be charged by the receiving financial institution and Nu Skin. Nu Skin automatically transfers your remaining Nu Skin Bonus Account balance free of charge at the conclusion of each weekly and monthly pay period. There are market-specific minimum balance requirements for automated transfers from Nu Skin.

**Nu Skin Stela**: A mobile application that provides information related to your Brand Affiliate Account, including your Product purchases, portions of your Sales Network, Bonuses, goal setting, reporting, recognition, and more. You can download Nu Skin Stela in your app store.

**Nu Skin Systems**: Any process, application, or other digital property within Nu Skin's digital ecosystem designated by Nu Skin for the purchase or sale of Nu Skin Products, including Nu Skin Vera, Nu Skin Stela, nuskin.com, MySite, Personal Offer Tool, or any other Nu Skin approved platform.

**Person**: An individual or business entity. A "business entity" is any business entity such as a corporation, partnership, limited liability company, trust, or other form of business organization legally formed under the laws of the jurisdiction in which it was organized.

Personally Register: The act of registering a Person with Nu Skin. For example, when you sign up a Brand Affiliate, Member, or Retail Customer with Nu Skin, they become your Personally Registered Brand Affiliate, Personally Registered Member, or Personally Registered Retail Customer, respectively. **Personally Registered Affiliate Sales**: The Product sales made by your Personally Registered Brand Affiliates, calculated by summing the Net Sales Price of Products sold to their Direct Customers.

**Policies and Procedures**: A document that is part of the agreement between you and Nu Skin and sets forth certain policies and procedures related to your business.

Presidential Director Business Builder Position (Presidential Director BBP): A position placed on the G1 of your BBP. Your Presidential Director BBP is awarded to you after the first month you achieve the Title of Presidential Director. See Addendum D.

**Products**: All goods and services offered by Nu Skin.

**Restart**: The process that gives former Gold Partners and above the opportunity to reclaim their Sales Network (as if they had not lost their Brand Representative status). See Addendum C.

**Retailing Bonus**: The difference between (1) the price paid by your Retail Customer (excluding shipping costs and taxes) when they purchase Products directly from Nu Skin and (2) the Member Price. *See* Section 2.1.

Retail Customers: Any Customer who purchases Products through Nu Skin Systems who is not a Member or Brand Affiliate. The Bonuses on a Retail Customer's Product purchase are paid based on the Brand Affiliate who is identified as the seller at the time of the specific Product order. For purposes of this Plan, an Unregistered Customer is not included in the definition of Retail Customers. Retail Customers do not participate in this Plan and cannot resell Products or register other Customers or Brand Affiliates.

**Sales Network**: Your Sales Network consists of your Group, your Team, and the Groups and Teams of the Brand Representatives below your Team.

**Sales Performance Plan**: This Sales Performance Plan (also "Plan") (including amendments that may be incorporated in the future) which sets forth the terms and conditions for the sales compensation you can earn as a Brand Affiliate who participates in this Plan.

Sales Volume (SV): A non-currency value set for each Product used to quantify Product sales, which is aggregated to measure eligibility for various performance benchmarks as well as Bonus percentage determination. Sales Volume is adjusted from time to time as the Company deems necessary. Sales Volume is different from Commissionable Sales Value and Net Sales Price. You can obtain information regarding the Sales Volume and other sales compensation-related information for each Product by signing into your nuskin.com account.

**Selling Bonus**: The Bonus paid on Product sales to your Direct Customers. *See* Section 2.1.

**Team**: Your Team consists of all Generations of Brand Representatives and their Groups as determined by your Title (see Table 2.D). Your Team does not include you or your Group.

**Title**: Titles are achieved as a Brand Representative based on your Leadership Teams and their Sales Volume. Your Title determines the number of Generations on which you can earn a Leading Bonus. See Table 2.D.

Unregistered Customers: Individuals who purchase Products from a Brand Affiliate outside of Nu Skin Systems (regardless of whether the Unregistered Customer has previously purchased Products directly from Nu Skin). Unregistered Customers do not participate in this Plan and cannot resell Products or register Customers.