

Amended

Brand Affiliate ID#



# BRAND AFFILIATE AGREEMENT—USA

75 W. Center St., Provo, UT 84601

Application to be completed for hard-copy Brand Affiliate sign-ups:

## Step 1 New Account Information

All asterisks (\*) fields are REQUIRED.

\*Applicant #1 Name

\*Applicant #1 Social Security Number

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Spouse or Co-habitant Name

Spouse or Co-habitant Social Security Number

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If spouse or co-habitant name is added to this agreement, spouse or co-habitant SSN field is required.

Complete if corporation, partnership, or other legal entity.

Name of Business Entity

Primary Participant

Federal Tax ID Number

Please fill out Business Entity Form and submit with this agreement.

LANGUAGE PREFERENCE:  ENGLISH  CHINESE  SPANISH  KOREAN  JAPANESE

\*Daytime Phone

\*Evening Phone

\*Mailing Address

\*City/State

Zip Code

\*Shipping Address

\*City/State

Zip Code

Email Address

\*Date of Birth

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\*Sponsor's Name

\*Sponsor's ID Number

Phone Number

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## WEB LOGIN USERNAME AND PASSWORD

Username (1st Choice)

Username (2nd Choice)

Password

## Step 2 Bonus Check Direct Deposit

### COMMISSION CHECK DIRECT DEPOSIT

All my commissions/bonuses will be direct deposited into a checking or savings account.

Bank Name

Bank Phone Number

Please attach a voided check. (REQUIRED) If you do not have a check, please contact your bank for the appropriate document to replace a voided check.

There are three parties to this Brand Affiliate Agreement (hereafter, this “Agreement”): Nu Skin Enterprises United States, Inc.; Nu Skin International, Inc.; and you. This Agreement consists of six sections: (A) the Application; (B) Definitions; (C) Terms and Conditions for Participating as a Brand Affiliate; (D) International Sponsoring; (E) Agreement to Mandatory and Binding Arbitration; and (F) Miscellaneous Provisions.

Pursuant to this Agreement, NSEUS is contracting with you to allow you to act as a Brand Affiliate in the United States. NSI is contracting with you to allow you to sponsor Brand Affiliates globally and to refer Customers to NSI Local Affiliates outside of the United States.

#### A. APPLICATION

The Application is incorporated herein by reference upon its acceptance by Nu Skin.

#### B. DEFINITIONS

Defined terms are set forth below or may be separately defined in any of the six sections of this Agreement. Capitalized terms not found in this Agreement are set forth in the Policies and Procedures. Wherever the context requires, all words are deemed to include the plural as well as the singular, and to include all genders.

“Application” means the information provided by you to Nu Skin during the application process to become a Brand Affiliate (including, in connection with an Individual Brand Affiliate Account, the required Brand Affiliate owner and Spouse (if applicable) information, and, in connection with a Business Entity Brand Affiliate Account, the required Business Entity, Primary Participant, and other Participant information). Upon Nu Skin’s acceptance of an Application, the applicant (including, in the case of an Individual Brand Affiliate Account, the Brand Affiliate owner and any Spouse, and, in the case of a Business Entity Brand Affiliate Account, the Business Entity, the Primary Participant, and the other Participants who have agreed to the terms of the Brand Affiliate Agreement and the Contract) becomes a Brand Affiliate.

“Authorized Country” means any country or other geographic market designated in writing by Nu Skin as officially opened for business for all Brand Affiliates.

“Bonus” means the amounts payable to the Brand Affiliate owner of a Brand Affiliate Account under the terms of the Sales Compensation Plan.

“Brand Affiliate” means an independent contractor authorized by NSEUS and NSI under the Contract to engage in the activities identified in Sections C(1) and D(1) below.

“Brand Affiliate Account” means the business account created with Nu Skin for the Business Activity conducted by a Brand Affiliate, including, without limitation, to receive any special incentives and any Bonuses paid by NSEUS in accordance with the terms and requirements of the Sales Compensation Plan. An individual who signs up as a Brand Affiliate solely in their individual capacity and for their own account will own an Individual Brand Affiliate Account in their name. If an individual signs up to participate as a Brand Affiliate through the Brand Affiliate Account of a Business Entity or Spouse, such individual will not have or own a Brand Affiliate Account but will be a Participant in the Brand Affiliate Account of such Business Entity or such Spouse. NSEUS pays Bonuses and any special incentives to the owner of the Brand Affiliate Account based on the Business Activities of the owner and Participants of such Brand Affiliate Account. In the case of a Business Entity Brand Affiliate Account, the owner of the Brand Affiliate Account is the Business Entity, and the individual who creates a Brand Affiliate Account for a Business Entity is a Participant of such Brand Affiliate Account. Each of the owner, the Primary Participant, and any other Participants of a Brand Affiliate Account is a Brand Affiliate.

“Brand Affiliate Agreement” means this Agreement, and if applicable, the Business Entity Form, which must be completed, approved, and submitted to Nu Skin order for an applicant to become a Brand Affiliate. The Brand Affiliate Agreement may be amended from time to time as provided herein.

“Brand Representative” means a Brand Affiliate who has completed the formal qualification process outlined in the Sales Compensation Plan to become a Brand Representative.

“Business Activity” means any activity that benefits, promotes, or assists the business of a Brand Affiliate Account, including agreeing to be bound by the terms and conditions of a Brand Affiliate Agreement, purchasing

Nu Skin Products from or returning Nu Skin Products to Nu Skin or purchasing NSI Local Affiliate Products from NSI Local Affiliates or returning NSI Local Affiliate Products to an NSI Local Affiliate, recruiting and/or causing a Brand Affiliate Account to sponsor new Brand Affiliates, servicing, supporting, or training other Brand Affiliates or Customers, use of credit cards, shipping services, or any other activities that Nu Skin, in its sole discretion, determines to be a material promotion of Nu Skin's business.

"Business Entity" means 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.

"Business Entity Brand Affiliate Account" means a Brand Affiliate Account created in the Nu Skin systems in the name of and owned by a single Business Entity. The Business Entity and each Participant in a Business Entity Brand Affiliate Account are Brand Affiliates. The Business Entity may be referred to as a Brand Affiliate owner, and a Participant may be referred to as a Brand Affiliate Participant. The actions and decisions of the Primary Participant of a Business Entity Brand Affiliate Account as communicated to Nu Skin are binding on the Business Entity, the Business Entity Brand Affiliate Account, and each of its Participants.

"Business Entity Form" means a supplemental document considered part of the hard copy version of this Agreement for a Business Entity applying offline, as permitted by Nu Skin in its sole discretion. The "Business Entity Form" must be completed and signed by a Business Entity applying to become a Brand Affiliate, as well as each individual that will be a Participant in the Brand Affiliate Account of the Business Entity. The "Business Entity Form" must list all Persons who are partners, shareholders, principals, officers, directors, members, managers, or anyone else with a Beneficial Interest in the Business Entity or who will engage in Business Activity on behalf of the Business Entity and its Brand Affiliate Account.

"Contract" means the agreement between Nu Skin and you composed of this Agreement, the Business Entity Form (if applicable), the Policies and Procedures, the Sales Compensation Plan, and all guidelines and supplemental policies referenced in this Agreement, the Policies and Procedures, or the Sales Compensation Plan and made available to Brand Affiliates on Nu Skin's website at [www.nuskin.com](http://www.nuskin.com), each of which is incorporated herein by reference, as each may be amended from time to time.

"Customer" means a Person who is not a Brand Affiliate who purchases Nu Skin Products, including unregistered customers (including Unaffiliated Customers) and registered customers (including Retail Customers and Members).

"Individual Brand Affiliate Account" means a Brand Affiliate Account created in the Nu Skin systems in the name of and owned by a single individual. An individual may participate in an Individual Brand Affiliate Account owned by a Spouse as a Participant. The owner and any Participant in an Individual Brand Affiliate Account are Brand Affiliates, and the owner may be referred to as a Brand Affiliate owner and a Participant may be referred to as a Brand Affiliate Participant. The actions and decisions of the owner of an Individual Brand Affiliate Account as communicated to Nu Skin are binding on the owner, the Individual Brand Affiliate Account, and each of its Participants.

"Member" means a Customer who signs up through Nu Skin's systems based on a Brand Affiliate invitation to purchase Nu Skin Products and/or NSI Local Affiliate Products at Member prices. Members are sometimes referred to as preferred customers. Members cannot resell Nu Skin Products or NSI Local Affiliate Products, register Customers, or sponsor Brand Affiliates.

"NSE Companies" means collectively Nu Skin Enterprises, Inc. and each of its direct and indirect subsidiaries and affiliated companies, including Nu Skin Enterprises United States, Inc., Nu Skin International, Inc., and the NSI Local Affiliates.

"NSEUS" means Nu Skin Enterprises United States, Inc., a Delaware corporation, with its principal place of business at 75 West Center Street, Provo, Utah 84601.

"NSI" means Nu Skin International, Inc., a Utah corporation, with its principal place of business at 75 West Center Street, Provo, Utah 84601.

"NSI Local Affiliates" means the direct and indirect subsidiary companies of Nu Skin Enterprises, Inc. (other

than NSEUS) that have been licensed by NSI to utilize the sales network of NSI and/or its Sales Compensation Plan and related systems to market Nu Skin Products and NSI Local Affiliate Products.

“NSI Local Affiliate Products” means the products and services offered and sold by the NSI Local Affiliates under the Nu Skin Brands in an Authorized Country outside of the United States. “NSI Local Affiliate Products” do not include products or services offered or sold by one or more of the NSE Companies under any brands, trade names, logos, and/or trademarks that are not Nu Skin Brands.

“Nu Skin” means collectively Nu Skin Enterprises United States, Inc. and Nu Skin International, Inc.

“Nu Skin Brands” means the brands, trade names, logos, and trademarks owned by NSE Products, Inc., including but not limited to AGELOC, EPOCH, NU SKIN, PHARMANEX, NU COLOUR, NUTRICENTIALS, and SCION.

“Nu Skin Products” means the products and services offered and sold by NSEUS in the United States under the Nu Skin Brands. “Nu Skin Products” do not include products or services offered or sold by one or more of the NSE Companies under any brands, trade names, logos, and/or trademarks that are not Nu Skin Brands.

“Participant” means a Brand Affiliate who is authorized to engage in Business Activities for and to have a Beneficial Interest in a Brand Affiliate Account owned by another Person. Each “Participant” is required to have agreed to the terms of this Agreement and to be bound by the terms and conditions of the Contract.

“Person” means an individual or Business Entity.

“Policies and Procedures” means the Policies and Procedures of NSEUS, as they are amended from time to time, and which, along with the Brand Affiliate Agreement and the remainder of the Contract, govern how Brand Affiliates may conduct their Nu Skin businesses and define the rights and relationships of the Brand Affiliate, Nu Skin, and the NSI Local Affiliates.

“Primary Participant” means a single individual Participant in a Business Entity Brand Affiliate Account that is the authorized representative of the Business Entity and is designated in the Nu Skin systems as the Primary Participant based on the Application and any subsequent information submitted to Nu Skin. Nu Skin may rely and act on information provided by the Primary Participant of a Business Entity Brand Affiliate Account, and the actions and decisions of the Primary Participant as communicated to Nu Skin are binding on the Business Entity, the Business Entity Brand Affiliate Account, and each of its Participants.

“Retail Customer” means a Customer who signs up through Nu Skin’s systems to purchase Nu Skin Products and/or NSI Local Affiliate Products at retail prices. Retail Customers cannot resell Nu Skin Products or NSI Local Affiliate Products, register Customers, or sponsor Brand Affiliates.

“Sales Compensation Plan” means the compensation plan that has been adopted and implemented by NSEUS for Brand Affiliates in the United States, as it may be amended from time to time, which allows a Brand Affiliate Account to earn Bonuses through sales of Nu Skin Products generated personally by Brand Affiliates and through a network of sponsored Brand Affiliates, and through sales of NSI Local Affiliate Products generated through a network of sponsored Brand Affiliates.

“Spouse” means an individual legally married to another individual or an individual living in the same dwelling with another individual in a marriage-like relationship or as a domestic partner.

“Title” means the title achieved under the Sales Compensation Plan by a Brand Affiliate Account once it is a Brand Representative based on the number of its first generation Brand Representatives (for those Brand Affiliate Accounts grandfathered under the prior Title requirements) or based upon the number of its first generation Brand Representatives and its Leadership Teams (as this term may be defined in the Sales Compensation Plan) for those Brand Affiliate Accounts whose Title is determined under the Title requirements in the Sales Compensation Plan, depending upon which title determination requirements are applicable to the Brand Affiliate Account.

“Unaffiliated Customer” is defined in Section F(1)(a).

“You”, “you”, “Your”, and “your” means the Person who enters this Agreement (or that has authorized others to

enter this Agreement on their behalf) to become a Brand Affiliate, including with respect to a Business Entity Brand Affiliate Account, the corporation, partnership, or other legal entity applying for a Brand Affiliate Account and the individual applicant that enters this Agreement on its behalf.

## C. TERMS AND CONDITIONS FOR PARTICIPATING AS A BRAND AFFILIATE

### 1. Right to Market Nu Skin Products, Refer and Register Customers, and Sponsor New Brand Affiliates in the United States

Subject to the terms and conditions of the Contract, NSEUS grants you the right to be a Brand Affiliate in the United States authorized to: (a) buy Nu Skin Products for personal consumption and for resale; (b) market and sell Nu Skin Products in the United States through person-to-person sales and earn retail profit on such sales; (c) refer and register Customers in the United States to allow them to purchase Nu Skin Products directly from NSEUS; (d) recruit and cause a Brand Affiliate Account to sponsor Brand Affiliates in the United States, and (e) have a Beneficial Interest in the Brand Affiliate Account you own or in which you are a Participant. Customers are registered to the Brand Affiliate Account you own or in which you are a Participant, and Brand Affiliates you recruit are sponsored by the Brand Affiliate Account you own or in which you are a Participant.

### 2. Purchase of Products

NSEUS will offer to you, as an independent contractor, Nu Skin Products for wholesale purchase in the United States on the terms set forth in the Contract. You have the right to purchase Nu Skin Products at the prices stated by NSEUS and agree that NSEUS may change Nu Skin Product prices without prior notice.

### 3. Independent Contractor

You acknowledge and agree that as a Brand Affiliate, you are an independent contractor of Nu Skin. As an independent contractor, you will:

- a. be self-employed and determine, in your sole discretion, when you work and the number of hours you work;
- b. be the owner of or a Participant in a Brand Affiliate Account that will earn compensation based on the sale of Nu Skin Products and NSI Local Affiliate Products and not on the number of hours that you work;
- c. be subject to entrepreneurial risk and be responsible for all losses that you incur as a Brand Affiliate;
- d. if required, obtain a federal employment identification number;
- e. be responsible for paying your own license fees and any insurance premiums;
- f. be responsible for all costs of business, including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
- g. not be treated as an employee for federal or state tax purposes, unemployment purposes, or any other purposes (and you agree that you will not claim that you are an employee of Nu Skin or make claims for unemployment or any other employee rights or benefits); and
- h. be responsible for paying any self-employment taxes required by federal, state, and local laws, statutes, and regulations.

You further acknowledge and agree that you are not an employee, agent, or legal representative of Nu Skin, or any NSI Local Affiliate and, except as permitted by the Contract, you are not authorized to act on behalf of Nu Skin or any of the NSE Companies. Nothing in the Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Nu Skin or any of the NSE Companies and you.

### 4. Marketing of Products and Services

- a. You understand that there are no minimum purchases or inventory requirements. You will promote the retail sale of Nu Skin Products in accordance with the terms and conditions of the Contract.
- b. You agree not to make any claims about Nu Skin Products or the Sales Compensation Plan unless they are contained on NSEUS labels or in official NSEUS literature.
- c. You will not purchase more Nu Skin Products than you can use or sell within a reasonable period, and you will not purchase any Nu Skin Products solely for the purpose of qualifying for Bonuses. You agree and represent to Nu Skin that, prior to placing a subsequent product order, you have sold or consumed at least

80% of the Nu Skin Products from any previous orders and have sold and documented sales to at least 5 retail Customers in the previous month.

- d. You agree to encourage, supervise, and assist Your Team's efforts to market and sell Nu Skin Products and NSI Local Affiliate Products.

## 5. Refunds

Subject to the terms of NSEUS's Product Refund Policy, which may be amended from time to time, all unopened, resalable Nu Skin Products are eligible for a 100% refund if returned within 30 days of the order date and a 90% refund if returned within twelve months of the order date, less applicable Bonuses or rebates paid on such product purchases. Please view the most current Nu Skin Refund Policy online at [www.nuskin.com](http://www.nuskin.com).

## 6. Subscription Program

- a. If you have specified the type and quantity of select Nu Skin Products to be automatically shipped to you on a recurring basis under the NSEUS subscription program (the "Subscription Program"), these Nu Skin Products will be charged on a recurring basis in accordance with the delivery frequency you have selected for such products and to the method of payment you have provided. Such products will continue to be shipped at the frequency you have selected until such time that you notify NSEUS of any desired changes. You may cancel or modify the frequency of these shipments, update your payment information, or change your shipping address at any time by contacting Customer Service at 1-800-487-1000 or by logging in to your Brand Affiliate Account and accessing the subscription dashboard. You understand you must make any desired changes at least 3 business days prior to your designated subscription processing date.
- b. NSEUS may change the price of or discontinue the specific Nu Skin Products that you have chosen to receive under the Subscription Program. If the price of a product is increased, NSEUS will notify you at least 30 days prior to such increase and will continue to send you such product at the increased price unless you subsequently cancel your subscription. If a product is discontinued, NSEUS will notify you at least 5 business days prior to the discontinuation of such product and will continue to send you any remaining products you have on subscription that are not affected by such discontinuation.
- c. You understand that the recurring charges for the Nu Skin Products you have elected to receive under the Subscription Program shall include the purchase price of such products at the time each recurring order is processed, any applicable taxes and fees, and any applicable shipping charges in effect at the time each recurring order is processed. To pay for such recurring charges, you authorize the NSE Companies to charge the credit or debit card that you have provided. If you have selected a debit card as your method of payment, you further authorize the financial institution associated with such debit card to debit such amounts from your checking or savings account. Such authorization shall remain in effect until both Nu Skin and your financial institution have received written notice from you of your decision to terminate such authorization. You understand you must provide an appropriate period of time for Nu Skin and your financial institution to act upon such notice of termination. The NSE Companies and your financial institution will be fully protected in honoring such authorization. If any charge is dishonored, with or without cause and whether intentionally or inadvertently, then the NSE Companies and your financial institution will have no liability to any party. The NSE Companies will make no other charges to your preferred method of payment except those that you have authorized.
- d. You understand and agree that NSEUS may modify the Subscription Program, including any discounts or other benefits, at any time in its sole discretion. NSEUS will provide 30 days' prior notice of any material changes. Your continued participation in the Subscription Program after any changes are made shall constitute your acceptance of such changes. If you disagree with any changes to the Subscription Program, you must cancel any subscriptions and stop participating in the Subscription Program.
- e. You understand and agree that NSEUS may terminate the Subscription Program upon 30 days' prior notice in its sole discretion. NSEUS may also immediately terminate your right to participate in the Subscription Program if (i) the credit or debit card you have provided is invalid, expires, or is cancelled or otherwise terminated, (ii) you violate the terms and conditions of the Subscription Program; or (iii) you violate the terms and conditions of the Contract.

- f. You understand and agree that the provisions of the Subscription Program outlined in this Section C(6) of this Agreement represent a high-level overview of the full Subscription Program Terms and Conditions, which are available at [www.nuskin.com](http://www.nuskin.com) and which are incorporated herein by reference. In the event of any inconsistency between this Section C(6) of this Agreement and the Subscription Program Terms and Conditions, the Subscription Program Terms and Conditions, as such may be amended from time to time, shall prevail.

#### 7. Bonus Check Direct Deposit

- a. You agree that NSEUS will make payment of all Bonuses earned under the Sales Compensation Plan by the Brand Affiliate Account for which you are the owner or a Participant, and any special cash incentives earned by the Brand Affiliate Account for which you are the owner or a Participant, by direct deposit to the bank account designated by the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account. You understand that NSEUS' obligation to pay Bonuses and any special cash incentives to a Brand Affiliate Account is contingent on the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account providing NSEUS timely and accurate banking or other required payment information. Payment of any Bonuses is further subject to the terms and conditions of the Policies and Procedures. Payment of any special incentives is subject to any applicable terms and conditions pursuant to which such special incentives are earned.
- b. You expressly authorize NSEUS to deposit the payment of any Bonuses and special cash incentives to the Brand Affiliate Account for which you are the owner or a Participant to the bank account designated by the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account. This authorization will remain in full force and effect until (i) NSEUS has received written notice from the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account of changes to direct deposit information in accordance with the process established by Nu Skin, and (ii) Nu Skin has reasonable opportunity to implement such changes. You understand that this authorization replaces any previous authorization and will remain in effect until NSEUS receives updated direct deposit information from the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account.
- c. You agree that the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account must notify NSEUS immediately (i) prior to changing or closing the account designated for direct deposits, or (ii) if the financial institution changes the routing number or account number of the account designated for direct deposits. You understand that failure of the owner of an Individual Brand Affiliate Account or the Primary Participant of a Business Entity Brand Affiliate Account to notify NSEUS of account number changes may delay receipt of Bonuses or special cash incentives payable to the Brand Affiliate Account for which you are the owner or a Participant.

#### D. INTERNATIONAL SPONSORING AND CUSTOMER REFERRAL AND REGISTRATION

##### 1. Right to Sponsor Brand Affiliates and Refer and Register Customers Outside of the United States

- a. NSI grants to you the right to recruit and to cause a Brand Affiliate Account to sponsor Brand Affiliates and to refer and register Customers in Authorized Countries outside of the United States. Customers are registered to the Brand Affiliate Account for which you are the owner or a Participant, and Brand Affiliates you recruit are sponsored by the Brand Affiliate Account for which you are the owner or a Participant.
- b. You are not granted the right to market or sell Nu Skin Products outside the United States or to market or sell NSI Local Affiliate Products in the United States. You are not granted the right to sell NSI Local Affiliate Products. You may only market NSI Local Affiliate Products in the specific Authorized Country outside the United States where such NSI Local Affiliate Products have been registered or approved for sale. While recruiting and sponsoring Brand Affiliates in Authorized Countries outside the United States, you agree not to make any claims about NSI Local Affiliate Products and/or the Sales Compensation Plan unless they are contained on NSI Local Affiliate labels or in official NSI Local Affiliate literature.

## 2. Laws of Authorized Countries

You acknowledge that every Authorized Country may have specific laws and requirements applicable to you and the Brand Affiliate Account for which you are the owner or a Participant as a sponsor of Brand Affiliates in that Authorized Country, and you agree to comply with all laws, statutes, and regulations of that Authorized Country, including but not limited to all immigration, visa, and registration requirements.

## 3. Product Purchases in an Authorized Country other than the United States

- a. You agree that you may purchase NSI Local Affiliate Products in an Authorized Country (other than the United States) only from the NSI Local Affiliate in that Authorized Country, and that such NSI Local Affiliate may require you or the Brand Affiliate Account for which you are the owner or a Participant to execute a separate wholesale product purchase agreement. Unless otherwise provided in a separate wholesale product purchase agreement, you have the right to purchase NSI Local Affiliate Products at the prices stated by the NSI Local Affiliate and agree that the NSI Local Affiliate may change prices of NSI Local Affiliate Products without prior notice.
- b. You further agree that (i) you may only purchase NSI Local Affiliate Products in an Authorized Country (other than the United States) for personal use or to demonstrate to potential Brand Affiliates, and that you will not resell them, (ii) you have not, and will not, either directly or indirectly, sell or distribute any Nu Skin Products and/or NSI Local Affiliate Products in that Authorized Country, and (iii) you will comply with all applicable laws regarding the purchase of NSI Local Affiliate Products in that Authorized Country.

## E. AGREEMENT TO MANDATORY AND BINDING ARBITRATION

1. YOU AGREE THAT ANY "DISPUTE" (AS THE TERM "DISPUTE" IS DEFINED IN THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION AND CHAPTER 7 OF THE POLICIES AND PROCEDURES) IS SUBJECT TO MANDATORY AND BINDING ARBITRATION, THAT SALT LAKE COUNTY, STATE OF UTAH, WILL BE THE EXCLUSIVE VENUE FOR AND THE SEAT OF THE ARBITRATION, AND THAT THE RULES AND PROCEDURES FOR THE ARBITRATION PROCEEDING WILL BE THOSE RULES AND PROCEDURES SET FORTH IN CHAPTER 7 OF THE POLICIES AND PROCEDURES, WHICH CAN BE VIEWED ONLINE AT [WWW.NUSKIN.COM/REPUTATION](http://WWW.NUSKIN.COM/REPUTATION). YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN CHAPTER 7 OF THE POLICIES AND PROCEDURES, YOU ARE WAIVING ALL RIGHTS TO JURY OR COURT TRIALS TO RESOLVE A DISPUTE AND AGREE THAT THE ARBITRATION AWARD IS FINAL AND THAT A JUDGMENT MAY BE ENTERED ON THE ARBITRATION AWARD BY A COURT OF PROPER JURISDICTION. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED AND SETTLED IN ARBITRATION IN ACCORDANCE WITH AND PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION AND CHAPTER 7 OF THE POLICIES AND PROCEDURES INCORPORATED BY REFERENCE HEREIN.
2. A "DISPUTE" MEANS ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, LAW, PRODUCT LIABILITY, EQUITY, OR ANY OTHER CAUSE OF ACTION OR BASIS OR THEORY OF LIABILITY, (I) ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE CONTRACT, OR ANY ALLEGED BREACH THEREOF, (II) BETWEEN OTHER PAST OR PRESENT BRAND AFFILIATES AND YOU OR YOUR SUCCESSORS OR ASSIGNS ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO YOUR PAST OR PRESENT BRAND AFFILIATE ACCOUNT OR ANY OTHER BRAND AFFILIATE ACCOUNT (INCLUDING A BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE OR WERE A PARTICIPANT OR HAVE OR HAD A BENEFICIAL INTEREST), OR YOUR BUSINESS RELATIONSHIPS AS INDEPENDENT CONTRACTORS OF NU SKIN (EACH SUCH OTHER PAST OR PRESENT BRAND AFFILIATE SHALL BE A THIRD-PARTY BENEFICIARY OF THIS MANDATORY AND BINDING ARBITRATION AGREEMENT), (III) BETWEEN ANY OF THE NSE COMPANIES AND YOU OR YOUR SUCCESSORS OR ASSIGNS (EACH OF THE NSE COMPANIES NOT A PARTY TO THIS AGREEMENT SHALL BE A THIRD-PARTY BENEFICIARY OF THIS MANDATORY AND BINDING ARBITRATION AGREEMENT), (IV) THAT IS IN ANY WAY CONNECTED WITH OR RELATED TO ANY OF THE NSE COMPANIES OR ANY OF THEIR PAST OR PRESENT AFFILIATED ENTITIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVESTORS, OR VENDORS (EACH OF THE PAST OR PRESENT AFFILIATED ENTITIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,



INVESTORS, AND VENDORS OF EACH OF THE NSE COMPANIES NOT A PARTY TO THIS AGREEMENT SHALL BE A THIRD-PARTY BENEFICIARY OF THIS MANDATORY AND BINDING ARBITRATION AGREEMENT), (V) ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO NU SKIN PRODUCTS OR NSI LOCAL AFFILIATE PRODUCTS, (VI) REGARDING ANY INVESTIGATIONS, DECISIONS, ACTIONS, OR INACTIONS OF ANY OF THE NSE COMPANIES THAT IMPACTED OR IMPACTS YOUR PAST OR PRESENT BRAND AFFILIATE ACCOUNT OR A BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE OR WERE A PARTICIPANT OR HAVE OR HAD A BENEFICIAL INTEREST, OR (VII) THAT ARISES OUT OF OR IS RELATED TO NU SKIN'S BUSINESS INCLUDING, WITHOUT LIMITATION, ANY DISAGREEMENT WITH NU SKIN'S DISCIPLINARY ACTIONS OR INTERPRETATIONS OF THE CONTRACT. NOTHING IN THIS DEFINITION OF "DISPUTE" IS INTENDED TO, NOR SHALL IT BE INTERPRETED TO, PERMIT ADJUDICATION IN ARBITRATION OF ANY DISPUTE AS A CLASS ACTION OR REPRESENTATIVE ACTION.

3. YOU AGREE THAT NO DISPUTE WILL BE ADJUDICATED IN ARBITRATION AS A CLASS OR REPRESENTATIVE ACTION. YOU AGREE THAT YOU WILL NOT ASSERT IN ARBITRATION A CLASS OR REPRESENTATIVE ACTION TO RESOLVE A DISPUTE AND THAT YOU WILL SUBMIT IN THE ARBITRATION OF A DISPUTE ONLY YOUR INDIVIDUAL CLAIMS AND YOU WILL NOT SEEK TO REPRESENT THE INTERESTS OF, OR TO ASSERT CLAIMS AS THE REPRESENTATIVE OF, ANY OTHER PERSON.
4. YOU AGREE TO ACCEPT AND BE BOUND BY THIS MANDATORY AND BINDING ARBITRATION AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT NU SKIN IS RELYING ON YOUR AGREEMENT TO THIS MANDATORY AND BINDING ARBITRATION AGREEMENT IN AUTHORIZING YOU TO CONDUCT BUSINESS ACTIVITIES AS A BRAND AFFILIATE, AND THAT ABSENT SUCH AGREEMENT YOU WOULD NOT BE ALLOWED BY NU SKIN TO BECOME A BRAND AFFILIATE. EACH OF YOUR BUSINESS ACTIVITIES AS A BRAND AFFILIATE INCLUDING, WITHOUT LIMITATION, YOUR RECEIPT OF A BONUS OR THE RECEIPT OF A BONUS BY THE BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE A PARTICIPANT, IS AN AFFIRMATION AND RATIFICATION BY YOU OF YOUR AGREEMENT TO THIS MANDATORY AND BINDING ARBITRATION AGREEMENT.
5. IN THE EVENT OF ANY DIRECT CONFLICT IN THE TERMS OR CONDITIONS OF THE MANDATORY AND BINDING ARBITRATION AGREEMENT IN THIS BRAND AFFILIATE AGREEMENT AND ANY OTHER ARBITRATION AGREEMENT APPLICABLE TO THE SAME CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS BETWEEN NU SKIN AND YOU, INCLUDING, WITHOUT LIMITATION, ANY TERMS OF USE AGREEMENT REGARDING THE USE OF ANY NU SKIN PROVIDED SOFTWARE OR ACCESS TO ANY NU SKIN HOSTED WEBSITE OR PLATFORM OR THE TERMS AND CONDITIONS OF THE ARBITRATION AGREEMENT IN CHAPTER 7 OF THE POLICIES AND PROCEDURES, THE TERMS AND CONDITIONS OF THE ARBITRATION AGREEMENT IN CHAPTER 7 OF THE POLICIES AND PROCEDURES SHALL SUPERSEDE AND REPLACE THE DIRECTLY CONFLICTING TERMS AND CONDITIONS OF SUCH OTHER ARBITRATION AGREEMENTS APPLICABLE TO THE SAME CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS BETWEEN NU SKIN AND YOU, BUT ONLY FOR SUCH CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS.
6. THIS MANDATORY AND BINDING ARBITRATION AGREEMENT WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THE CONTRACT OR ANY OTHER AGREEMENT BETWEEN YOU AND NU SKIN.

F. MISCELLANEOUS PROVISIONS—NU SKIN RESERVATION OF RIGHTS, REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY; WAIVERS OF CONSEQUENTIAL, INDIRECT, AND PUNITIVE DAMAGES; AND LIMITATION OF LIABILITY

1. Nu Skin Reservations of Rights

a. Nu Skin Sales to Unaffiliated Customers.

Nu Skin reserves the right to make sales to Customers who (i) purchase Nu Skin Products directly from Nu Skin or NSI Local Affiliate Products directly from an NSI Local Affiliate, or who register directly as a Customer with Nu Skin or an NSI Local Affiliate, and (ii) have not been registered as the Customer of a Brand Affiliate or, if registered as the Customer of a Brand Affiliate, purchase such products from, or register directly with, Nu Skin

or an NSI Local Affiliate through a new, unregistered Customer account or purchase such products without logging in to their registered Customer account (each, an “Unaffiliated Customer”). In connection with the first sale by Nu Skin to an Unaffiliated Customer, Nu Skin will give the Unaffiliated Customer the option of consenting to be contacted by a Brand Affiliate. If the Unaffiliated Customer consents to be contacted by a Brand Affiliate, Nu Skin will provide the Unaffiliated Customer’s contact information to a Brand Affiliate Account selected by Nu Skin in its discretion from the Nu Skin leads pool and will register the Unaffiliated Customer to such Brand Affiliate Account. Nu Skin is not obligated to pay retail profit or Bonuses to any Brand Affiliate on the first sale to an Unaffiliated Customer or, if the Unaffiliated Customer does not consent to be contacted by a Brand Affiliate, on any future sales to that Brand Affiliate.

b. Nu Skin Sales Through Online Marketplaces.

Nu Skin reserves the right to sell, either directly or through third parties, Nu Skin Products and NSI Local Affiliate Products at or near the suggested retail price for such products through online marketplaces such as Amazon whenever Nu Skin, in its sole discretion, believes that it is in the best interest of its Brand Affiliates to do so, such as to reduce unauthorized diversion of Nu Skin Products or NSI Local Affiliate Products by Brand Affiliates or others to the online marketplace. Nu Skin is not obligated to pay retail profit or Bonuses to any Brand Affiliate on such sales.

c. Sales by the NSE Companies of Products Under Different Brands and Trademarks.

You understand and agree that the Contract provides Brand Affiliates the right to purchase, market, and sell Nu Skin Products and to market (but not sell) NSI Local Affiliate Products, and that Brand Affiliates have no right under the Contract to (i) purchase, market, or sell any products or services (other than Nu Skin Products and NSI Local Affiliate Products) offered or sold by any of the NSE Companies, or (ii) purchase, market, or sell products or services offered or sold by any of the NSE Companies under brands, trade names, or trademarks other than the Nu Skin Brands. You understand and agree that the NSE Companies reserve the right to sell through one or more of the NSE Companies products and services, including products and services that may be similar to and may compete with Nu Skin Products and/or NSI Local Affiliate Products in the health, beauty, and wellness marketplace, provided that such products and services are offered or sold under brands, trade names, and trademarks other than the Nu Skin Brands. You understand and agree that the NSE Companies reserve the right to offer and sell such products through distribution channels other than the Network and to sell such products using distribution methods other than multi-level marketing. Nothing in the Contract shall prohibit you or another Brand Affiliate from entering into a separate agreement with any of the NSE Companies, to the extent permitted by such NSE Company in its sole discretion, to offer or sell products of such NSE Company under any brands, trade names, or trademarks other than the Nu Skin Brands. However, you will not receive retail profit, Bonuses, or any compensation of any kind under the Contract on any sales by any of the NSE Companies of products or services sold under brands, trade names, or trademarks other than the Nu Skin Brands except as provided in the separate agreement with that NSE Company.

## 2. Representations and Warranties

You represent and warrant that (a) you are authorized to enter this Agreement and the Contract and that you have met all legal requirements to enter into a valid contract in the United States; (b) when this Agreement is executed and delivered by you and accepted by NSEUS and NSI as described herein, this Agreement and the Contract constitute legal, valid, and binding obligations; (c) the information provided by you in the Application is accurate and complete and if you have provided any false or misleading information you authorize NSEUS or NSI, at its election, to declare this Agreement and the Contract void from their inception; (d) the social security number or federal tax identification number provided in the Application is your correct taxpayer identification number for United States income tax purposes; (e) if an individual, you are a citizen of the United States or a legal resident of the United States and are authorized to work in the United States, or if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, you are formed in the United States, are legally formed under the laws of the state in which you were organized, and that each of your owners, partners, managers, or members has proper legal authorization to conduct business in the United States; and (f) if an individual, neither you nor your Spouse (nor, if a Business Entity, any Person who has a Beneficial Interest in or conducts any business for the Business Entity who is or should be listed as a Participant in the Business Entity Brand Affiliate Account) have been engaged in Business Activity in another Brand Affiliate Account in the six months (one year in the case of those having held a Brand Representative or an executive equivalent or higher Title under the Sales Compensation Plan) immediately preceding your signup under the Sponsor identified in the

Application.

### 3. Authorization to Transfer Personal Information

In order for Nu Skin to provide support for your Brand Affiliate Account or the Brand Affiliate Account for which you are a Participant, and to provide support for the commercial activities and interests of one or more of the NSE Companies both related and unrelated to your Brand Affiliate Account or any Brand Affiliate Account for which you are a Participant, you authorize Nu Skin to transfer and disclose personal and/or confidential information, which (a) you have provided to Nu Skin in connection with your Brand Affiliate Account (or the Brand Affiliate Account for which you are a Participant) or Your Team, or (b) that has been developed as a result of your activity as a Brand Affiliate, to (i) the NSE Companies wherever located, (ii) service providers of the NSE Companies, (iii) your independent upline and downline Brand Affiliates when Nu Skin determines it is appropriate, and (iv) applicable government agencies or regulatory bodies if required by law. You further authorize (a) Nu Skin to use your personal information (including your image) for Brand Affiliate recognition, marketing materials, and Nu Skin Business Support Materials and Services unless you request in writing that Nu Skin stop doing so (note, it may take up to 30 days to process your request and will not affect publications already in circulation), (b) Nu Skin to use your personal information to the extent relevant to any claims or defenses in any dispute (whether or not a "Dispute" as defined in the Contract), and (c) the NSE Companies to use your personal information described above to provide support for the commercial activities and interests of one or more of the NSE Companies both related and unrelated to your Brand Affiliate Account or any Brand Affiliate Account for which you are a Participant. You further understand and agree that any other use or disclosure of your personal information will be governed by Nu Skin's Privacy Notice, as it may be amended from time to time. The Privacy Notice may be viewed on Nu Skin's website at [www.nuskin.com](http://www.nuskin.com).

### 4. Acceptance of the Contract

This Agreement shall be deemed accepted by Nu Skin upon completion of the following: (i) you have completed the Application and agreed to the terms of the Contract, either in writing or electronically, and (ii) a Brand Affiliate Account is created for you on Nu Skin's systems based on the Application or you are identified on Nu Skin's systems as a Participant in a Brand Affiliate Account based on the Application. You understand that you may not engage in any activities as a Brand Affiliate unless and until the Contract is accepted by Nu Skin as set forth above.

### 5. Changes to the Contract

Nu Skin expressly reserves the right to make any modifications to this Agreement and the Contract upon 30 days' notice by publication on Nu Skin's websites, through normal channels of communication with Brand Affiliates, or as provided in Chapter 10, Section 10 of the Policies and Procedures. You understand and agree that 30 days after such notice, any such modification shall become effective and shall be automatically incorporated into the Contract between you and Nu Skin as an effective and binding provision. By continuing to act as a Brand Affiliate, engaging in any Business Activity, or accepting any Bonuses or other special incentives after such modifications have become effective, you acknowledge acceptance of the new Contract terms. Nu Skin agrees that in making any claims or in taking any actions against you or any Brand Affiliate Account that was or is owned by you or in which you are or were a Participant for breach of the terms or conditions of the Contract, any of your conduct and any conduct for which you or any Brand Affiliate Account that was or is owned by you or in which you are or were a Participant is responsible that occurred prior to the effective date of a modification to the Contract will be judged by the terms and conditions of the Contract in effect at the time of the conduct. Nu Skin and you agree that any dispute (whether or not a Dispute as defined in the Contract) between you and Nu Skin or any of the NSE Companies (whether commenced by you by filing a demand for arbitration as provided in Chapter 7 of the Policies and Procedures or a complaint, petition, or other pleading seeking relief in a civil legal action, or commenced by Nu Skin by delivering notice of an alleged breach of the Contract and action to be taken by Nu Skin as provided in Chapter 6 of the Policies and Procedures, or by filing a demand for arbitration as provided in Chapter 7 of the Policies and Procedures, or by filing a complaint, petition, or other pleading seeking relief in a civil legal action) will be governed by and will be subject to the dispute resolution process (including the agreement to arbitrate Disputes, agreements not to file class or representative actions, and agreements as to choice of law, jurisdiction, and venue) and the remedies allowed for breaches of contractual or non-contractual duties (including waivers of damages, limitations of liability, and obligations to indemnify, defend or hold harmless) of the Contract in effect on the date of the commencement of the dispute as described herein above. Notwithstanding the foregoing sentence and as a

limited exception to it, to the fullest extent permitted by law, modifications to the Contract pursuant to written notice as permitted in this Section F(5) that by their terms expand the damages that may be recovered from Nu Skin or the NSE Companies by a Brand Affiliate in the resolution of disputes (whether or not a Dispute as defined in the Contract) between the Brand Affiliate and Nu Skin or the NSE Companies shall be effective as to disputes that were commenced before the modifications became effective, were pending further proceedings, and had not been concluded at the time the modification became effective. Except as provided in the foregoing sentence, modifications of the Contract pursuant to written notice as permitted in this Section F(5) shall not be effective as to any disputes (whether or not a Dispute as defined in the Contract) between you and Nu Skin or the NSE Companies that were first commenced before the effective date of the modification.

6. Indemnity; Waivers of Consequential and Punitive Damages; and Limitation of Liability

a. Indemnity

You agree to the fullest extent permitted by law to indemnify, defend, and hold harmless each of the NSE Companies and each of their respective past and present affiliated companies, owners, officers, directors, employees, and agents from and against any claim, demand, liability, loss, action, causes of action, cost, or expense (including, but not limited to, reasonable attorney's fees and litigation costs) of any kind, resulting or arising from, directly or indirectly, any acts or omissions by you, any Participant in a Brand Affiliate Account owned by you, or any Participant in a Brand Affiliate Account for which you are a Participant related in any way to conducting Nu Skin business, including without limitation, breach of representations or warranties, breach of the Contract or other agreements between you and the NSE Companies, or any one of them, or actions or omissions that have caused or are alleged to have caused economic loss or injuries to persons or property, including bodily injuries and/or death. This indemnity is not intended to indemnify an indemnified party to the extent damages or loss are found in a final award, judgement, or order in an adjudication on the merits to have been caused by the indemnified party's own negligence or fault. You understand and agree that each indemnified party reserves the right, at your expense, to assume the exclusive defense and control of any claims for which you are required to indemnify the indemnified party, and you agree to cooperate in such defense. You agree that you will not in any event settle any claim made against an indemnified party for which you are required to indemnify the indemnified party without the written consent of the indemnified party. Each of the NSE Companies not a party to the Contract, and each of their respective past and present affiliated companies, owners, officers, directors, employees, and agents, are third-party beneficiaries of this agreement to indemnify, defend, and hold harmless.

b. Waiver of Consequential and Indirect Damages—Breach of Contract

NSEUS, NSI, and you agree to waive any claim against the other, and against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any consequential or indirect damages caused by or relating to any breach of the Contract or any other agreement between NSEUS or NSI and you, including, without limitation, loss of personal or business reputation, loss of business opportunity, or loss of future revenue or income. The foregoing waiver of consequential and indirect damages does not waive your damages for loss of future revenue or income from NSEUS or NSI or NSEUS' or NSI's damages for loss of future revenue or income from you when such loss is determined to be a direct damage of the breach of contract. Subject to the Limitation of Liability of Section F(6)(e) of this Agreement, it is the intention of NSEUS, NSI, and you that only direct damages may be recovered against a breaching party for a breach of the Contract or any other agreement between NSEUS or NSI and you. The past and present affiliated companies, owners, officers, directors, employees, and agents of NSEUS, NSI, and you are third-party beneficiaries of this waiver of consequential and indirect damages.

c. Waiver of Consequential and Indirect Damages—Breach of Non-Contractual Duties

With the exception of consequential or indirect damages found to have been caused by gross negligence or intentional misconduct, NSEUS, NSI, and you agree to waive any claim against the other, and against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any consequential or indirect damages caused by or relating to any breach of any non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Brand Affiliate Account owned by you or any past or present Brand Affiliate Account for which you are or were a Participant) as an independent contractor and Brand Affiliate of Nu Skin. It is the intention of NSEUS, NSI, and you that, subject to the Limitation of Liability of Section F(6)(e) of this Agreement, (i) in addition to direct damages, consequential and indirect damages may be recovered against a breaching party for a breach of a

non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Brand Affiliate Account owned by you or any past or present Brand Affiliate Account for which you are or were a Participant) as an independent contractor and Brand Affiliate of Nu Skin if the consequential and indirect damages are found to have been caused by gross negligence or intentional misconduct, and (ii) absent a finding that consequential or indirect damages were caused by gross negligence or intentional misconduct, recovery of consequential and indirect damages is waived and only direct damages may be recovered against a breaching party for the breach of a non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Brand Affiliate Account owned by you or any past or present Brand Affiliate Account for which you are or were a Participant) as an independent contractor and Brand Affiliate of Nu Skin. The past and present affiliated companies, owners, officers, directors, employees, and agents of NSEUS, NSI, and you are third-party beneficiaries of this waiver of consequential and indirect damages.

d. Waiver of Punitive Damages

NSEUS, NSI, and you agree to waive any claim (whether based in contract, tort, products liability, statute, equity, or any other basis or theory of liability, and whether made in connection with a claim for economic loss, property damage, bodily injury, or death) against the other, or against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any punitive damages. The punitive damages waived shall not include a measure of damages (for example, treble damages) imposed by an applicable state or federal statute for a violation of the statute, even if the specified measure of damages exceeds actual damages, and such damages shall be considered direct damages subject to the Limitation of Liability of Section F(6)(e) of this Agreement. The past and present affiliated companies, owners, officers, directors, employees, and agents of NSEUS, NSI, and you are third-party beneficiaries of this waiver of punitive damages.

e. LIMITATION OF LIABILITY OF NU SKIN AND THE NSE COMPANIES

YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE ENTIRE AGGREGATE LIABILITY OF NU SKIN AND THE NSE COMPANIES AND EACH OF THEIR RESPECTIVE PAST AND PRESENT AFFILIATED COMPANIES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "LIMITATION OF LIABILITY BENEFICIARIES") TO YOU AND TO ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER YOU, FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE CONTRACT OR YOUR PAST OR PRESENT STATUS (OR THE PAST OR PRESENT STATUS OF ANY PARTICIPANT IN ANY PAST OR PRESENT BRAND AFFILIATE ACCOUNT OWNED BY YOU OR ANY PAST OR PRESENT BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE OR WERE A PARTICIPANT) AS AN INDEPENDENT CONTRACTOR AND BRAND AFFILIATE OF NU SKIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS OR CAUSES OF ACTION ARISING IN CONTRACT, TORT, PRODUCTS LIABILITY, STATUTE, EQUITY, OR ANY OTHER BASIS OR THEORY OF LIABILITY, WILL BE LIMITED TO THE GREATER OF (I) THE TOTAL AMOUNT OF ALL "BONUS AND SPECIAL CASH INCENTIVE INCOME" (AS DEFINED BELOW) RECEIVED BY YOU FOR THE BUSINESS ACTIVITY OF A PAST OR PRESENT BRAND AFFILIATE ACCOUNT OWNED BY YOU, A PAST OR PRESENT BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE OR WERE A PARTICIPANT, OR A PAST OR PRESENT BRAND AFFILIATE ACCOUNT IN WHICH YOU HAVE OR HAD A NU SKIN APPROVED BENEFICIAL INTEREST DURING THE SIX FULL CALENDAR MONTH PERIOD IMMEDIATELY PRECEDING YOUR FIRST ASSERTION IN WRITING OF A CLAIM OR CAUSE OF ACTION AGAINST ONE OR MORE OF THE LIMITATION OF LIABILITY BENEFICIARIES THAT FORMS ANY PORTION OF THE BASIS FOR THE LIABILITY OF ANY ONE OR MORE OF THE LIMITATION OF LIABILITY BENEFICIARIES, OR (II) THE COST OF NU SKIN PRODUCTS THAT YOU OR ANY PAST OR PRESENT BRAND AFFILIATE ACCOUNT OWNED BY YOU OR ANY PAST OR PRESENT BRAND AFFILIATE ACCOUNT FOR WHICH YOU ARE OR WERE A PARTICIPANT HAVE PURCHASED FROM NU SKIN (THE "AGGREGATE LIABILITY LIMIT"). YOU EXPRESSLY AGREE THAT RECOVERY OF THE AGGREGATE LIABILITY LIMIT WILL BE YOUR EXCLUSIVE REMEDY AND THE EXCLUSIVE REMEDY OF ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER YOU AGAINST THE LIMITATION OF LIABILITY BENEFICIARIES DESCRIBED HEREIN ABOVE FOR THE CLAIMS AND CAUSES OF ACTION DESCRIBED HEREIN ABOVE IF LIABILITY IS ESTABLISHED AND THE AWARDED RECOVERABLE DAMAGES EXCEED THE AGGREGATE LIABILITY LIMIT. THE NSE COMPANIES AND THEIR PAST AND PRESENT AFFILIATED COMPANIES THAT ARE NOT PARTIES TO THIS AGREEMENT, AND THE PAST AND PRESENT OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF NU SKIN AND THE NSE COMPANIES, ARE THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT TO LIMITATION OF LIABILITY. FOR PURPOSES OF THIS SECTION F(6)(e)

OF THIS AGREEMENT, "BONUS AND SPECIAL CASH INCENTIVE INCOME" MEANS THE PORTION OF THE BONUSES AND ANY SPECIAL CASH INCENTIVES PAID BY NSEUS OR NSI TO A PAST OR PRESENT BRAND AFFILIATE ACCOUNT OWNED BY YOU, A PAST OR PRESENT BRAND AFFILIATE ACCOUNT IN WHICH YOU ARE OR WERE A PARTICIPANT, OR A PAST OR PRESENT BRAND AFFILIATE ACCOUNT IN WHICH YOU HAVE OR HAD A NU SKIN APPROVED BENEFICIAL INTEREST THAT WAS RECEIVED BY YOU AND THAT HAS BEEN OR WILL BE TREATED BY YOU AS INCOME (BEFORE THE DEDUCTION OF ANY EXPENSES) FOR UNITED STATES INCOME TAX PURPOSES RECEIVED FOR YOUR BUSINESS ACTIVITIES AS A BRAND AFFILIATE FOR THE BENEFIT OF THAT BRAND AFFILIATE ACCOUNT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT TO LIMITATION OF LIABILITY, THIS AGREEMENT TO LIMITATION OF LIABILITY (A) SHALL NOT LIMIT THE LIABILITY OF THE LIMITATION OF LIABILITY BENEFICIARIES FOR ANY LIABILITY FOUND TO HAVE BEEN CAUSED BY THEIR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (B) SHALL NOT LIMIT THE LIABILITY OF NU SKIN TO INDEMNIFY AND DEFEND YOU PURSUANT TO THE TERMS OF SECTIONS 7.1 AND 7.2 OF CHAPTER 2 OF THE POLICIES AND PROCEDURES.

#### 7. Choice of Law

The place of origin of this Agreement and the Contract is the State of Utah, USA. This Agreement and the Contract shall be governed by, construed in accordance with, and interpreted pursuant to the substantive laws of the State of Utah, without giving effect to its rules regarding choice of laws, provided, however, the Agreement to Mandatory and Binding Arbitration in Section E of this Agreement shall be governed by the Federal Arbitration Act (USA).

#### 8. Choice of Venue

The agreed exclusive venue for the arbitration of any Dispute is in Salt Lake County, State of Utah, as provided in Paragraph E(1) of the Agreement to Mandatory and Binding Arbitration. It is further agreed that for any Dispute that is not submitted to arbitration for any reason whatsoever (including, without limitation, the unenforceability of the Agreement to Mandatory and Binding Arbitration or the waiver of the Agreement to Mandatory and Binding Arbitration) and that for any claims, disputes, controversies, causes of action, or complaints between you or any Person claiming by, through, or under you and any of the NSE Companies that is not a Dispute and that arises out of or is in any way connected with or related to the Contract or your past or present status (or the past or present status of any Participant in any past or present Brand Affiliate Agreement owned by you or any past or present Brand Affiliate Account for which you are or were a Participant as an independent contractor and Brand Affiliate of Nu Skin, including but not limited to, any claims or causes of action arising in contract, tort, products liability, statute, equity, or any other basis or theory of liability, the exclusive venue will be in a court of proper jurisdiction in Salt Lake County, State of Utah. You consent to personal jurisdiction of courts within Salt Lake County, State of Utah, to adjudicate such matters, and you waive any objection to improper venue.

#### 9. Waiver of Class and Representative Actions

You waive any right to assert as a class or representative action any claims, disputes, controversies, causes of action, or complaints between you or any Person claiming by, through, or under you, and any of the NSE Companies, whether or not a Dispute, that is adjudicated in any federal or state court and that arises out of or is in any way connected with or related to the Contract or your past or present status (or the past or present status of any Participant in any past or present Brand Affiliate Account owned by you or any past or present Brand Affiliate Account for which you are or were a Participant) as an independent contractor and Brand Affiliate of Nu Skin, including but not limited to, any claims or causes of action arising in contract, tort, products liability, statute, equity, or any other basis or theory of liability. You agree that you will not assert in federal or state courts a class or representative action to resolve such claims, disputes, controversies, causes of action or complaints, agree that you will submit to the federal or state courts only your individual claims, and you agree that you will not seek to represent the interests of, or to assert claims as the representative of, any other Person.

#### 10. English as Prevailing Language

The English language version of this Agreement and the Contract shall be controlling in all respects and shall prevail in case of any inconsistencies between the English version of this Agreement and any other portion of the Contract and any translated version of this Agreement or any other portion of the Contract. Any translation of this Agreement or any other portion of the Contract in any other language is provided as a courtesy only.

11. Severability

Any provision of this Agreement or the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability, and only within that jurisdiction and any jurisdiction required to give full faith and credit to that prohibition, invalidation, or unenforceability. Any prohibited, judicially invalidated, or unenforceable provision of this Agreement or the Contract will not invalidate or render unenforceable any other provision of this Agreement or the Contract, nor will that provision of this Agreement or the Contract be invalidated or rendered unenforceable in any other jurisdiction not required to give full faith and credit to that prohibition, invalidation, or unenforceability.

12. Third-Party Beneficiary Rights

Except as expressly stated in this Agreement, no Person who is not a party to this Agreement is intended to be a beneficiary of this Agreement, and no Person who is not a party or an expressed beneficiary of this Agreement shall have any right to enforce any provision of this Agreement.

13. Signing and Approving the Agreement and the Contract

You understand that the entire Contract is available for review [here](#) or online at [www.nuskin.com/reputation](http://www.nuskin.com/reputation). You acknowledge and agree that you have previously reviewed the entire Contract (including the Policies and Procedures and other portions of the Contract incorporated by reference) and agree to be bound by the terms of this Agreement and the Contract. If you terminate the Contract in accordance with the Policies and Procedures within the next thirty days, you will receive a refund for products and materials returned in accordance with this Agreement.

You understand that the purchase of any Nu Skin Products or any NSI Local Affiliate Products is optional and is not required to become a Brand Affiliate. You certify that you are 18 years old and legally able to enter into this Agreement and the Contract (which includes the Agreement to Binding and Mandatory Arbitration), and you agree to be bound by the terms and conditions of this Agreement and the Contract. If you are a Person entering into this Agreement and the Contract on behalf of a Business Entity, you certify that you are duly authorized to enter into this Agreement and the Contract on behalf of such Business Entity.

Whether you sign or accept this Agreement and the Contract electronically or in writing, you authorize Nu Skin to rely on that electronic acceptance or signature or that written signature as binding you to the terms of this Agreement and the Contract.

If you are entering into this Brand Affiliate Agreement online, you understand that by checking the box next to the acceptance language for the Brand Affiliate Agreement and the Policies and Procedures during the application and sign-up process, you are certifying that you have read, understand, and agree to the Brand Affiliate Agreement and the Contract.

If you are submitting a hard-copy Application and Brand Affiliate Agreement, please sign below:

Applicant Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Spouse Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Business Entity Signature: \_\_\_\_\_  
By its: \_\_\_\_\_  
Date: \_\_\_\_\_