

## **PREFERRED CUSTOMER AGREEMENT**

This Preferred Customer Agreement (“Agreement”) is between Nu Skin Enterprises United States, Inc., a Delaware corporation, 75 West Center Street, Provo, UT 84601 (“Nu Skin”) and you, the preferred customer (“I” or “me” or “you” or “your”). I understand that the preferred customer program is an optional program that allows me, as a non-distributor, to order Nu Skin products at a discounted price for personal use only.

In consideration of you creating or maintaining an existing preferred customer account for the right to purchase products at a discounted price, and other promises and agreements set forth herein, the parties agree as follows:

1. I am legally able to enter into this Agreement and agree to be bound by its terms and conditions.

2. Purchase is for Personal Use Only.

(a) As a preferred customer I am granted the right to purchase Nu Skin products at a discounted price. My product purchases are for personal use only. I (i) cannot resell Nu Skin products in any manner, including the sale of Nu Skin products through such unauthorized sales channels as eBay, Amazon.com, etc., (ii) cannot sponsor or sign-up others as Nu Skin independent distributors, and (iii) am not entitled to receive commissions.

(b) If I want to market, promote and resell Nu Skin products, then I must submit a distributor agreement to Nu Skin. I will be granted such rights upon acceptance of the distributor agreement by Nu Skin.

3. I am the owner or authorized user of the credit card account that I have submitted to Nu Skin for payment of my purchases. I authorize Nu Skin or its affiliated company to charge my credit card for the products that I order. All products orders must be paid in full before the products are shipped.

4. Refunds: The Company will refund to you:

(a) One hundred percent (100%) of the purchase price of the Products sold by Nu Skin to you to if the returned Product is unopened and resalable and returned at your own cost within thirty (30) days from the order date.

(b) Ninety percent (90%) of the purchase price of the Products sold by Nu Skin to you to if the returned Product is unopened and resalable and returned at your own cost within twelve (12) months from the order date.

(c) Certain ageLOC products are covered by a one hundred percent (100%) money back guarantee. If you do not see an improvement after using the product for 90 days, then you make request a refund for the used product. The refund is contingent on your adherence to the guarantee and refund guidelines. The products covered by the guarantee, and the conditions governing the refund are found at [https://www.nuskin.com/content/nuskin/en\\_US/products/ageloc\\_guarantee.html](https://www.nuskin.com/content/nuskin/en_US/products/ageloc_guarantee.html)

(d) Other than used products being returned under the money back guarantee described above, products should be returned pursuant to Nu Skin’s standard product return procedure. For more

information please review the Policies and Procedures regarding refunds, which may be found at Nuskin.com.

5. I understand that this Agreement will remain in effect unless cancelled in writing by Nu Skin or me upon written notice. Nu Skin will cancel the Agreement within 30 days of giving or receiving the written notice. Upon 30 days prior written notice, Nu Skin may, in its sole discretion, modify the terms and conditions of the preferred customer program and this Agreement, including termination of the program. I understand that this Agreement will be automatically terminated if I have not made any purchases for a period of 12 months.

6. I understand that if an independent Nu Skin distributor signed me up as a preferred customer, then that distributor is referred to as my “referring distributor.” I may change to a different referring distributor at any time if I have not placed an order within the previous six months. If I have placed an order within the previous six months, then I must terminate this Agreement and wait six months from the date of the last order before I can sign up as either (i) a preferred customer, or (ii) a Nu Skin distributor under a different referring distributor.

#### 8. Personal Information.

(a) Collection of Personal Information. Nu Skin, its parent, affiliates and subsidiaries (collectively “Nu Skin Group”) are aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your participation in the Preferred Customer Program. Nu Skin Group respects your privacy and is committed to protecting the privacy of consumers of Nu Skin’s products and services. Nu Skin Group collects from you and holds certain personal information about you in order to provide you with the benefits of being a preferred customer and communicating with you regarding (i) promotional offers and products, and (ii) other relevant issues. All information submitted by you will be held by Nu Skin Group at its corporate headquarters in the United States. You have right to access and correct your personal information held by Nu Skin by contacting the call center at 1-800-487-1000.

#### (b) Disclosure of Personal Information.

(1) Nu Skin Group may employ outside service providers to perform services for it, and may share your personal information with such service providers to the extent necessary for them to perform such services. For example, when you make a purchase with your credit card, Nu Skin Group’s credit card processing providers will be given access to your credit card number and other personal information for the sole purpose of processing your purchase. Nu Skin Group limits the disclosure of any such information solely to the specific purposes for which it was disclosed, and further requires that they maintain the confidentiality, security and integrity of such information and not make any further disclosure to others. Additionally, Nu Skin Group may provide certain information to your referring distributor when it determines it is appropriate.

(2) Except as set forth above and in Nu Skin’s Privacy Policy, Nu Skin Group will not disclose, sell, transfer, or assign your personal information to any third party without your permission unless required by law. If you do not wish to provide the mandatory information requested, you will not be able

to participate in the Preferred Customer Program. You may view the Privacy Policy on Nu Skin's web sites at: [www.nuskin.com/](http://www.nuskin.com/)

9. If I sign up for the Automatic Delivery Rewards Program ("ADR Program") and I earn ADR Program points, then I agree that applicable sales tax will apply to the redemption of ADR Program points, and that the value of the redemption will be treated as income to me and appear on an IRS Form 1099, which will be provided to the Internal Revenue Service.

10. **Mandatory and Binding Arbitration Agreement**

This Mandatory and Binding Arbitration Agreement is between you and Nu Skin.

**(a) THIS AGREEMENT 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 will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any courts within the State of Utah and waive any objection to improper venue.

(b) I 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, which may be viewed at [https://www.nuskin.com/en\\_US/signup/distributor.html](https://www.nuskin.com/en_US/signup/distributor.html)

The arbitration proceedings will be conducted in Salt Lake City, Utah. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by mutual consent of both parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) A "Dispute" is defined as any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action, (i) arising under or related to this Agreement, (ii) between other distributors and me arising out of or related to a preferred customer account, or our business relationships as independent contractors of the Nu Skin, (iii) between Nu Skin and me, (iv) related to Nu Skin or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Nu Skin Products, or (vi) regarding Nu Skin's resolution of any other matter that impacts my account, or that arises out of or is related to Nu Skin's business, including my disagreement with Nu Skin's disciplinary actions or interpretation of the Agreement.

(d) I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I SIGN UP AS A PREFERRED CUSTOMER, ACCESS ANY NU SKIN WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY NU SKIN PRODUCTS MADE

AVAILABLE THROUGH SAID WEB SITES, OR THE PURCHASE OF ANY PRODUCTS FROM  
NU SKIN.