

**TERMS & CONDITIONS**  
**BRAND AFFILIATE AGREEMENT (AND OTHER AGREEMENTS)**

This document consists of five sections: (A) Definitions, (B) Brand Affiliate and International Sponsor Agreement, (C) Resident Country Product Purchase Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions.

The Resident Country Product Purchase Agreement is between Nu Skin Philippines and me.

The Brand Affiliate and International Sponsor Agreement is between NSI and me.

The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between Nu Skin Philippines, NSI and me (references to “me” or “I” in this document refer to the online applicant applying to be a Nu Skin Brand Affiliate).

**THE AGREEMENTS CONTAINED IN THIS DOCUMENT ARE ACCEPTED AND/OR AGREED TO BY ME VIA ELECTRONIC SUBMISSION OF MY ONLINE APPLICATION TO BE A BRAND AFFILIATE.**

**A. Definitions**

Defined terms are set forth below or may be separately defined in any of the following agreements. The meaning of capitalized terms not found in this document is set forth in the Policies and Procedures.

“**Bonuses**” means the compensation paid to Brand Affiliate based on the volume of Nu Skin Products sold by a Brand Affiliate, Downline Organization, and breakaway brand representative upon meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin Philippines has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Country.

“**Contract**” means the agreements between Nu Skin and me composed of the Brand Affiliate Agreement and the PPA (as each is defined below). Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

“**Brand Affiliate**” means an independent contractor authorized by NSI to market Nu Skin Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

“**Brand Affiliate Agreement**” means the Brand Affiliate and International Sponsor Agreement (Section B) which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended from time to time by NSI upon notification. The Brand Affiliate Agreement will be stored in the United States.

“**Non-Resident Country**” means an Authorized Country other than my Resident Country.

“**Nu Skin**” means Nu Skin International, Inc., Nu Skin Philippines and their affiliated companies.

“**NSI**” means Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah 84601, U.S.A.

“**Nu Skin Philippines**” means Nu Skin Enterprises Philippines, LLC, an affiliated company of NSI, incorporated and existing under and by virtue of the laws of Delaware, U.S.A., and with a branch office in Philippines with business address at 15/F Octagon Centre, 41 San Miguel Avenue, Ortigas Center, Pasig City, Philippines 1605.

“**Nu Skin Products**” means the products and services of NSI’s affiliated company that are sold through local affiliates in the individual Authorized Countries.

“**PPA**” means the Resident Country Product Purchase Agreement (Section C) which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended by Nu Skin Philippines from time to time upon notification.

**“Policies and Procedures”** means the policies, as part of the Contract, that governs how I, as a Brand Affiliate, am to conduct my business and defines the rights and relationships of the parties. It is available in the Policies and Procedures of Nu Skin Philippines and may be amended from time to time by Nu Skin upon notification.

**“Resident Country”** means Philippines in which I, if an individual, am a citizen or a lawful resident and whose Brand Affiliate Agreement I have executed; or, if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then Philippines is where it has been legally formed under its laws, and each member of the Business Entity or Brand Affiliate account with joint participation has proper legal authorization to conduct business in Philippines, and a Brand Affiliate Agreement has been executed.

**“Sales Compensation Plan”** means the specific plan that outlines the details and requirements of the compensation structure for Brand Affiliates. It may be amended from time to time by NSI upon notification.

## **B. Brand Affiliate Agreement**

This Brand Affiliate Agreement is between NSI and me. NSI and I agree and understand that the Brand Affiliate Agreement constitutes a distinct and separate agreement from my agreements with Nu Skin Philippines.

1. **Right to Market Nu Skin Products and Sponsor in my Resident Country**  
Subject to the terms and conditions of the Brand Affiliate Agreement, NSI grants to me (a) the right to be a Brand Affiliate and market Nu Skin Products in my Resident Country through person-to-person sales, and (b) sponsor new brand affiliates in my Resident Country. I agree that the Brand Affiliate Agreement will be accepted in Utah, U.S.A.
2. **Independent Contractor**
  - (a) I acknowledge and agree that as a Brand Affiliate, I am an independent contractor and not an employee of Nu Skin. As an independent contractor, I will:
    - Be self-employed, and determine in my sole discretion, when I work and the number of hours I work; be paid Bonuses based on purchases and sales and not the number of hours that I work;
    - Be subject to entrepreneurial risk and responsible for all losses that I incur as a brand affiliate;
    - Pay my own license fees and any insurance premiums (if applicable);
    - Be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
    - Not be treated as an employee for tax purposes; and
    - Pay any self-employment taxes required by local laws, statutes and regulations.
  - (b) I am not an employee, agent, or legal representative of Nu Skin, and except as permitted by the Contract, I am not authorized to act on behalf of Nu Skin. 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 and me.
3. **Bonuses**
  - (a) I will be paid Bonuses for the sale of Nu Skin Products. I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales

Compensation Plan, including retail sales, and not be in violation of the terms of the Contract.

(b) I will not purchase any Nu Skin Product solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I will have resold previously ordered Nu Skin Products and documented the sales to at least five retail customers each month, and sold or consumed at least 80% of any previous orders.

(c) I agree that part of the consideration for me to receive Bonuses and recognition is based on my agreement to spend considerable time to (i) train, encourage, supervise and assist my Downline Organization in its efforts to sell Nu Skin Products to retail customers, (ii) personally sell Nu Skin Products, and (iii) promote the business.

#### 4. International Sponsor Agreement for Sponsoring in Non-Resident Countries

##### (a) Right to Sponsor in Non-Resident Countries

NSI grants to me the right to sponsor new brand affiliates in Non-Resident Countries. This International Sponsor Agreement does not grant me the right to market Nu Skin Products in Non-Resident Countries.

##### (b) Laws of Non-Resident Countries

I acknowledge that every Non-Resident Country may have specific laws and requirements applicable to me as a sponsor of brand affiliates in that Non-Resident Country, and I agree to comply with all laws, statutes and regulations of that Non-Resident Country, including but not limited to, all immigration, visa, and registration requirements.

#### 5. Purchase of Nu Skin Products in Non-Resident Countries

I agree that I may purchase Nu Skin Products in a Non-Resident Country only from NSI's affiliated company designated as the exclusive wholesale brand affiliate in that Non-Resident Country. I further agree that (i) I may only purchase Nu Skin Products in a Non-Resident Country for personal use or to demonstrate to potential new brand affiliates, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any Nu Skin Products in a Non-Resident Country, and (iii) I will comply with all applicable laws regarding the purchase of Nu Skin Products in a Non-Resident Country.

#### 6. Integrated Agreement

This Brand Affiliate Agreement is an integrated agreement which consists of the terms in this Section B, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended from time to time by NSI upon notification, and are incorporated herein by reference.

#### 7. Inactive Account

I agree that NSI may terminate my Brand Affiliate account without notice if I have not engaged in any Business Activity on my account for a period of 12 or more consecutive months. After termination, I may apply to become a Brand Affiliate again by submitting a new Brand Affiliate Agreement.

### **C. Resident Country PPA**

This PPA is between Nu Skin Philippines and me. Nu Skin Philippines is the exclusive wholesale brand affiliates of Nu Skin Products in Philippines. Nu Skin Philippines and I agree and

understand that this PPA constitutes a distinct and separate agreement from my agreements with NSI.

1. Services Provided in Resident Country

Under this PPA, Nu Skin Philippines will offer to me, as an independent contractor (as defined in Section B above), Nu Skin Products for wholesale purchase in Philippines. I agree that I may only market these Nu Skin Products in Philippines. Additionally, Nu Skin Philippines will provide me with the following services in my Resident Country: (i) accept orders for and distribute Nu Skin Products to customers and Brand Affiliates in the Resident Country, (ii) handle all returns of Nu Skin Products purchased in the Resident Country and make appropriate refunds, (iii) provide support services to Brand Affiliates, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Brand Affiliates in the Resident Country as determined and directed by NSI, and as further described in this Section C paragraph 7 below. I understand that NSI has appointed and granted the authority to Nu Skin Philippines to pay my Bonuses, recharge Bonuses to NSI, pay Bonuses in my Resident Country in the name of Nu Skin Philippines, and act on behalf of NSI and its affiliated companies with respect to me as a Brand Affiliate.

2. Marketing and Pricing of Nu Skin Products

I agree that: (a) there are no minimum purchases or inventory requirements; (b) I have the right to purchase Nu Skin Products at wholesale price from Nu Skin Philippines; (c) I will promote the retail sale of Nu Skin Products in my Resident Country in accordance with the terms and conditions of the Contract; and (d) I will not make any claims about the Nu Skin Products and Sales Compensation Plan unless they are contained in official company literature or on company labels of Nu Skin Products in my Resident Country. I have the right to purchase Nu Skin Products at the price stated by Nu Skin Philippines and agree that Nu Skin Philippines may change product prices without prior notice.

3. Refunds

Subject to any restrictions in the Policies and Procedures or special terms disclosed at the time of purchase, Nu Skin Philippines after deducting an administrative fee equivalent to ten percent (10%) of the purchase price, will refund ninety percent (90%) of the price, less VAT and applicable Bonuses (plus applicable tax if prepaid) on any unopened and resalable Nu Skin Products and Business Support Materials produced and sold by Nu Skin Philippines that are returned within twelve (12) months (in the case of Nu Skin Products) or 30 days (in the case of Business Support Materials) of the order date by me.

4. Policy for Uncollected Products

I acknowledge that administrative time and costs will be incurred by Nu Skin Philippines to retain Nu Skin Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that: -

- (a) when collection is to be made by me and I fail or neglect to collect any Nu Skin Products and/ or Business Support Materials purchased from Nu Skin Philippines within seven (7) days from the date of purchase, Nu Skin Philippines will deliver the purchased Nu Skin Products and/or Business Support Materials to the address provided by me at reasonable delivery charges and if such Nu Skin Products and/or Business Support Materials cannot be successfully delivered to me and I fail or neglect for whatsoever reason to collect the Nu Skin Products and/or Business Support Materials from Nu Skin Philippines within three (3)

months from the date of purchase; or

- (b) where I have requested Nu Skin Philippines and Nu Skin Philippines has agreed to deliver any Nu Skin Products and/or Business Support Materials to me but Nu Skin Philippines is unable to deliver such Nu Skin Products and/or Business Support Materials to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address provided by me, and I fail or neglect to collect the Nu Skin Products and/or Business Support Materials from Nu Skin Philippines within three (3) months from the date of purchase,

THEN upon the expiry of the aforesaid three (3) months period, Nu Skin Philippines shall, without further reference, notice or account to me, cancel my order of such Nu Skin Products and/or Business Support Materials and refund to me the amount paid for such Nu Skin Products and/or Business Support Materials in accordance with Section 4.1 of Chapter 2 of the Policies and Procedures. If Bonuses have already been paid on such Nu Skin Products, then Nu Skin Philippines will recoup my Bonuses as set forth in Section 6.9 of Chapter 2 of the Policies and Procedures.

5. Use of Credit Card

I agree that I should not use another individual's credit card for any order without the individual's prior written approval. I must provide a copy of such written approval to Nu Skin Philippines upon request.

6. Bonuses

- (a) I authorize Nu Skin Philippines, as determined and directed by NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization replaces any previous authorization and will remain in full force and effect until (i) Nu Skin Philippines has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Philippines has a reasonable opportunity to make such a change pursuant to my notice.

- (b) I agree that I must notify Nu Skin Philippines immediately (i) prior to changing or closing my direct deposit account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Nu Skin Philippines of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must notify Nu Skin Philippines in writing before I close my existing account.

- (c) Neither NSI nor Nu Skin Philippines will be liable to me for Nu Skin Philippines's failure to access my account or provide direct deposits to my account in a timely manner unless such failure or loss is a direct result of Nu Skin Philippines's gross negligence or intentional misconduct. Nu Skin's liability will not exceed the amount of the funds that would have otherwise been deposited.

7. Integrated Agreement

This PPA is an integrated agreement which consists of the terms in this Section C, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended by Nu Skin Philippines from time to time upon notification, and are incorporated herein by reference.

#### **D. MANDATORY AND BINDING ARBITRATION AGREEMENT**

This is a mandatory and binding arbitration agreement between NSI, Nu Skin Philippines and me.

1. THE CONTRACT IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THE CONTRACT. The place of origin of the Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and jurisdiction will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.
2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Contract, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures or may be viewed online in the My Office section of the company web site. 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 consent of all 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.
3. 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 the Contract, (ii) between other Brand Affiliates and me arising out of or related to a Brand Affiliate account, or our business relationships as independent contractors of NSI, (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, (vi) regarding Nu Skin’s resolution of any other matter that impacts my Brand Affiliate 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 Contract.”
4. **I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I 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 NU SKIN PRODUCTS FROM NU SKIN PHILIPPINES, OR IF I RECEIVE A BONUS.**

#### **E. MISCELLANEOUS PROVISIONS**

1. **Representations and Warranties**  
I represent and warrant that I am authorized to enter the Contract, that I have met all legal requirements to enter a valid contract in my Resident Country, and when executed and delivered by me and accepted by NSI and Nu Skin Philippines as described herein, the Contract constitutes a legal, valid and binding obligation. I also represent and warrant that:  
(a) the information that I provided in the Contract is accurate and complete and if I have

provided any false or misleading information, NSI or Nu Skin Philippines shall have the right, at its election, to declare their respective parts of the Contract void from its inception; (b) the identity card number and business registration number (if applicable) that I provided is my correct identity card number and business registration number (if applicable) in my Resident Country; (c) if an individual, I am a citizen or a lawful resident of my Resident Country; (d) if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of my Resident Country, and that each member of the Business Entity has proper legal authorization to conduct business in the Resident country; and (e) if an individual adding other individual(s) to participate jointly, but not through a Business Entity, all such Participants are citizens or lawful residents of my Resident Country. I represent and warrant that neither I nor my partner/spouse/ Co-habitant (or if a corporation or other business organization any participant therein who is or should be listed on the Business Entity Form; or in case of joint participation, any participant therein who is or should be listed in the Joint Participation Form) have been engaged in Business Activity in another company Brand Affiliate account in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Brand Affiliate Agreement.

2. Authorization to Transfer Personal Information

In order for NSI or Nu Skin Philippines to provide support for my Nu Skin Brand Affiliate account, I authorize them to transfer and disclose personal and/or confidential information, which (a) I have provided to either NSI or Nu Skin Philippines in connection with my Brand Affiliate account and Downline Organization, or (b) that has been developed as a result of my activity as a Brand Affiliate, to (i) its parent and affiliated companies wherever located, (ii) and to my Nu Skin independent upline Brand Affiliates when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize NSI or Nu Skin Philippines to use my personal information for Brand Affiliate recognition and marketing materials.

3. Acceptance of Contract

(a) Acceptance by NSI

The effective date of the Brand Affiliate Agreement will be the date it is accepted by NSI, which will be (i) the date that I execute the Brand Affiliate Agreement electronically via Nu Skin's Internet sign-up procedure and it is received and accepted by NSI, or (ii) the date that an original hard copy of the Brand Affiliate Agreement is received and accepted by NSI and a computer record is made of my Brand Affiliate account by NSI.

(b) Acceptance by Nu Skin Philippines

I agree that Nu Skin Philippines acceptance of the PPA will occur when it accepts my first order of Nu Skin Products.

4. Indemnity and Limitation of Liability

(a) Indemnity

I will indemnify and hold Nu Skin, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of

action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent brand affiliate business, including without limitation, breach of representations and warranties, material breach of the Contract and other agreements between the parties, or any other claims or causes of action.

(b) Limitation of Liability

I agree that Nu Skin will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or other agreements between the parties. I agree that the entire liability of Nu Skin for any claim whatsoever related to my relationship with Nu Skin, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Nu Skin Products that I have purchased from Nu Skin Philippines.

5. Inconsistency

In the event of any conflict between any terms in this document and the Policies and Procedures, the Policies and Procedures will prevail to the extent of the inconsistency.