

**MEMBER AGREEMENT**

This Member Agreement (“**Agreement**”) is between you, the Member (“**you**”) and Nu Skin Enterprises Philippines, LLC a corporation duly incorporated, organized and existing under the laws of Delaware, U.S.A. with office address at 23rd Floor Exquadra Tower 1, Jade Drive Cor. Exchange Road, Ortigas Business Center, San Antonio, 1605 City of Pasig, Philippines and Nu Skin International Inc. (collectively, “**Nu Skin**”).

You understand that the Member program is an optional program that allows you, as a non-brand affiliate, to purchase Nu Skin products directly from Nu Skin at a member price or Automatic Reordering Order (“**ARO**”) price (as the case may be) for personal use (“**Member Program**”).

In consideration of participating in the Member Program, and other promises and agreements set forth herein, the parties agree as follows:

1. **Legal Age.** You are legally able to enter into this Agreement and agree to be bound by its terms and conditions.
2. **Products.** You can only purchase products directly from Nu Skin Philippines (“**Products**”). There is no required minimum order amount when ordering directly from Nu Skin but all Products orders must be paid in full before the Products are shipped (which must be within Philippines).
3. **No Sponsoring; No Bonuses.** You acknowledge and agree that you are a Member and you are granted the right to purchase Nu Skin Products directly from Nu Skin at a member price or ARO price pursuant to the terms of the Member Program. You cannot:
 - (i) resell Nu Skin Products in any manner, including the sale of Nu Skin Products through any online marketplaces or social media platforms and apps,
 - (ii) sign-up others as Nu Skin independent Brand Affiliates, Members or retail customers, and
 - (iii) earn Bonuses.
4. **Six-Months Requirement.** You understand that a Nu Skin Brand Affiliate’s earnings are based on Product sales. If an independent Nu Skin Brand Affiliate signs you up as a Member, then that Brand Affiliate is referred to as your “referring Brand Affiliate.” You may change to a different referring Brand Affiliate at any time if you have not placed an order within the previous six months.
5. **Authorization to Charge Credit Card.** You are the owner or authorized user of the credit card account that you have submitted to Nu Skin for payment of your purchases. You authorize Nu Skin or its affiliated company to charge the credit card designated by you for the Products that you order. You must not use another individual’s credit card to order Products without the individual’s prior written approval. You must provide a copy of the written approval to Nu Skin upon request.
6. **Refunds and Exchanges.**
 - (1) If you are not completely satisfied with the Products that you purchased directly from Nu Skin under the Member Program and you returned the Product which is unopened, unaltered, resaleable and restockable, Nu Skin will refund to you ninety percent (90%) of the purchase price if you returned the Product within twelve (12) months from the purchase date.

The form of the refund will be based on the original form of payment if practicable. If payment was previously made by credit card, a credit card chargeback will be arranged. If payment was previously made

by cash, a Product credit will be arranged. Nu Skin may choose other alternative refund methods as it deems fit.

Nu Skin shall not refund the initial delivery cost (incurred at the time you purchase) on the Products that you return. All return shipping costs must be paid by you.

Any other refunds or guarantees offered on a specific product pursuant to the published terms and conditions of the product sale. This refund section does not apply to any seasonal, discontinued, or similar special promotional products purchased by you.

- (2) **Exchange.** Unless otherwise required by applicable law, Nu Skin will exchange Products purchased directly from Nu Skin that were incorrectly sent, or are defective, if you notify Nu Skin within 30 days of the date of purchase. If an exchange is not feasible, Nu Skin may issue (i) a credit for the amount of the exchanged Products, which may be used to purchase other Products, or (ii) a full refund of the purchase price.

You must present to Nu Skin in person (or with a proper authorization letter of the Member who purchased the Products directly from Nu Skin) the original sales receipt together with the Products for refund or exchange.

7. **Uncollected/Undelivered Products:** As a Member, if you purchase Products directly from Nu Skin, you acknowledge that administrative time and costs will be incurred by Nu Skin to retain the Products purchased but remain uncollected by and/or undelivered to you. Accordingly, you agree that **IN THE EVENT THAT:**
- (i) when collection is to be made by you and you fails or neglects to collect any Products purchased from Nu Skin within seven (7) days from the date of purchase, Nu Skin will deliver the purchased Products to the address as provided by you at reasonable delivery charges charged to you and if such Products cannot be successfully delivered to you and you fail or neglect for whatsoever reason to collect the Products from Nu Skin within three (3) months from the date of purchase; or
 - (ii) where you have requested Nu Skin and Nu Skin has agreed to deliver any Products to you but Nu Skin is unable to deliver such Products due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by you, and you fail or neglect to collect the Products from Nu Skin within three (3) months from the date of purchase,
- THEN upon the expiry of the aforesaid period of three (3) months, Nu Skin shall, without further reference, notice or account to you, cancel your order of such Products and after deducting an administrative fee equivalent to 10% of the purchase price, refund to you 90% of the purchase price less the delivery charges in (i) above if applicable (plus applicable tax if prepaid).
8. **Term.** You understand that this Agreement is a renewable agreement and will remain in effect unless cancelled in writing by Nu Skin pursuant to clause 12 below or terminated by you by giving a written notice to Nu Skin.
9. **Membership cannot be transferred, merged or inherited.**
10. **Trademark.** The trade names, trademarks, product names and logos of Nu Skin Enterprises, Inc. and its subsidiaries or affiliates (collectively the “**Nu Skin Group**”) cannot be used without prior written consent from the Nu Skin Group.
11. **Brand Affiliate.** Brand Affiliates of Nu Skin Group are not eligible to be Members. Member can become a Brand Affiliate of Nu Skin Group at any time under the same sponsor by completing and signing up online together with all the required documents to Nu Skin.
12. **NU SKIN GROUP RESERVES THE RIGHT TO:-**
- (1) Amend any or all of the terms, conditions or features of the Member Program, upon 30 days’ notice; and withdraw, cancel, change or suspend, upon 30 days’ notice, any benefit offered under the Member

Program, or the program itself, provided you will have the right to terminate your enrolment with the program without penalty, if you do not consent to such amendment, withdrawal etc.

(2) Terminate the Agreement without notice if you have not placed an order on such account for a period of 12 or more consecutive months. After termination, you may apply to become a Member again by submitting a new Agreement.

(3) Immediately terminate the Agreement without notice if you are found to have violated any terms under this Agreement.

13. **Governing Law.** This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Utah, United States of America. You further agree that mandatory and binding arbitration is the sole means to resolve any and all disputes and claims under this Agreement and you agree to waive all your rights to jury or court trials. The arbitration is final and the decision cannot be appealed. You agree that Salt Lake County, State of Utah, United States of America will be the exclusive venue for arbitration.

14. **Privacy.** We respect your privacy. Nu Skin Group collects from you and holds certain personal information about you, in order to provide you with the benefits of being Member and communicating with you regarding Nu Skin products and services. All information submitted by you will be held by Nu Skin in Philippines. Your information may also be disclosed and shared within Nu Skin Group (whether located within or outside of Philippines) for processing and storage.

You agree that Nu Skin may email, call, fax and send you text messages at the contact particulars provided by you for promotional and marketing purposes. You consent to the referring Brand Affiliate to discuss the products and services of Nu Skin with you, and hereby provide an on-going invitation to the referring Brand Affiliate to approach you regarding Nu Skin Group's products and services in the future until you revoke your consent by notifying Nu Skin in writing.

You agree that Nu Skin Enterprises Philippines, LLC and Nu Skin Group may collect, use, process and disclose your personal information given in this form for the purpose of administration in relation to the matters referred to herein. You confirm that you have read and fully understand the provisions set out in **Nu Skin's Privacy Notice** and consent to Nu Skin's collection, use, processing and disclosure of my personal information in the manner set out therein, including for administration purpose.

You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by contacting Nu Skin Philippines.