



NU SKIN
THE DIFFERENCE DEMONSTRATED™

DISTRIBUTOR AND INTERNATIONAL SPONSOR AGREEMENT - NEW ZEALAND

• AUTOMATIC DELIVERY REWARDS PROGRAM SIGN UP FORM • RESIDENT COUNTRY PRODUCT PURCHASE AGREEMENT
• MANDATORY AND BINDING ARBITRATION AGREEMENT

Nu Skin Enterprises New Zealand, Inc 16/180 Montgomerie Rd, Airport Oaks, Auckland, 2022 P:(649) 254 4180 E:dsnewzealand@nuskin.com W:nuskin.co.nz

Step 1—New Account Information

AMENDED

Distributor will be assigned a Distributor Identification Number used by Nu Skin International, Inc. ("NSI") and Nu Skin Enterprises New Zealand, Inc ("Nu Skin New Zealand") in all transactions concerning Distributor's account. Distributor certifies that the information given below is true and correct and agrees that NSI may declare the Distributor Agreement void if such information is false or misleading.

Distributor is (please check one)

an individual (without Additional Participant)

an individual (with Additional Participant(s))

a Business Entity

(If a Business Entity, must complete and attach a Business Entity Form. If the applicant is an individual and wishes to add other individual(s) to participate jointly, but not through a formal Business Entity, all the Participants must complete and submit a Joint Participation Form.)

Applicant must be 18 years or older (Applicants 16-18 years may enrol provided that the other applicant is a parent or legal guardian).

1. If an individual: : I am a lawful resident of New Zealand.

First Name: _____ Middle Initial: _____ Surname (Family) Name: _____

Date of Birth: DD MM YYYY Gender: M F

Business or Daytime Telephone Number: () _____ Mobile Telephone Number: _____

E-mail Address: _____

Spouse or Co-habitant (if applicable)

(Spouse or Co-habitant may not enter a separate agreement. If Spouse or Co-habitant desires to be a Nu Skin Enterprises New Zealand Distributor, Spouse or Co-habitant must be a party to this Agreement.)

First Name: _____ Middle Initial: _____ Surname (Family) Name: _____

Date of Birth: DD MM YYYY Gender: M F

Business or Daytime Telephone Number: () _____ Mobile Telephone Number: _____

E-mail Address: _____

2. If a Business Entity: Goods and Services Tax Number (GST Number) in New Zealand

GST Number: - -

Business Entity Start-up Date DD MM YYYY

GST Registered either as a company or otherwise: YES NO.

MAILING ADDRESS:

Street/PO Box Number: _____ Suburb: _____ City: _____

DELIVERY ADDRESS: (if same as Mailing Address, write "as above")

Street/PO Box Number: _____ Suburb: _____ City: _____

Sponsor's and/or Referring Upline's Details:

Sponsor's full name _____ Sponsor's Distributor ID: _____

Referring Upline's full name _____ Referring Upline's Distributor ID: _____

Has the applicant or applicant's business partner or Spouse/ Co-habitant ever been a Distributor of Nu Skin or had a beneficial interest or participated in a Distributorship individually, in a partnership or as a principal in a corporate Distributorship?

YES NO If yes, please give name of such Distributorship and list date of last activity.

Month/Year: _____

Name _____ Prior Distributor ID: _____

Step 2 — Join our Team

Purchase required not-for-profit Business Portfolio for \$40* (This is the only required purchase to join Nu Skin). All additional products or package purchases are optional.

or Purchase Fast Start Payment Package or Business in a Box Please state which package _____

* * The required Business Portfolio will be provided free of charge when you purchase either of these Packages, or purchase a minimum of 100 PSV worth of products (in a single invoice), or enrol an ADR order with a minimum of 50PSV.

Step 3 — Select Automatic Delivery Rewards ("ADR") Program (Optional) (Earn points toward free product—1 point = \$1 ADR point)

By completing the section below, Distributor hereby applies for the ADR Program and agrees to place a monthly order to be charged against the credit card account provided in **STEP 4** below. Distributor understands that this ADR Program is optional.

Code	Item	ADR Price	PSV	Quantity	TOTAL
				Total	
				Shipping & Handling*	
				TOTAL REMITTANCE	

*Shipping and Handling fees of \$10.00 apply for all paper, fax and Call Centre orders. 50% discount (\$5.00) applies to shipping and handling fees if ADR is managed online. An additional shipping surcharge of \$5.00 applies to g3 orders

EARN REWARDS WITH AUTOMATIC DELIVERY REWARDS**

SAVINGS 5% discount off regular telephone purchase price

POINTS EARNED 20% of order for the first 12 shipments, 30% thereafter

SHIPPING DISCOUNT* savings of \$5

In order to enjoy all the benefits that the ADR Program offers, please ensure your order is 50 PSV or greater.

Please ship my order: Beginning on DD / MM (select a date between the 1st and 24th), and every month thereafter on the same day.

When the selected delivery date falls on a public holiday or weekend, products will be sent on the closest working day.

** Accumulate product points each month of ADR activity—up to 75 points per month! Points are redeemable for Pharmanex® and Nu Skin® products. Fast start packages and some holiday/promotional packages can be added to your ADR order but with no further discount, and Product Reward Points will not be earned.

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Step 4 — Credit Card Information

CREDIT CARD Automatic Delivery Rewards will include recurring monthly charges to my credit card. I may cancel future recurring charges at any time by notifying Nu Skin New Zealand in writing.

Visa Mastercard Credit Card No - - -

* Exp. Date _____ / _____ * Name on Card (Please Print) _____

* Cardholder's Signature _____

Step 5 — Bonus Cheque Direct Deposit

I hereby authorise Nu Skin New Zealand to credit Bonuses to my bank account below:

Bank Name _____ Account Number: _____

Account in the Name of _____

PLEASE READ BELOW BEFORE SIGNING THIS DOCUMENT

This document consists of five sections: (A) Definitions, (B) Resident Country Product Purchase Agreement, (C) Distributor and the International Sponsor Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Resident Country Product Purchase Agreement is between Nu Skin Enterprises New Zealand, Inc. and me. The Distributor and the International Sponsor Agreement is between Nu Skin International, Inc. and me. The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between all three parties.

A. DEFINITIONS

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

"Bonuses" means the compensation paid to Distributors based on the volume of Nu Skin Products sold by a Distributor, Downline Organisation, and Breakaway Executives upon meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin New Zealand has been assigned the right to pay Bonuses to Distributors in the Resident Country.

"Business Portfolio" means the non-commissionable, not-for-profit kit and is the only purchase required to become a Distributor. The Business Portfolio contains the Policies and Procedures, the Sales Compensation Plan, a Distributor Agreement, and other sales and demonstration materials to assist a Distributor in starting and conducting their independent business.

"Contract" means the agreements between Nu Skin and me composed of this Distributor 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.

"Distributor" means an independent contractor authorised by NSI to market Nu Skin Products, recruit other Distributors, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

"Distributor Agreement" means the Distributor and International Sponsor Agreement (Section C), 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 Distributor Agreement will be stored in the United States.

"Non-Resident Country" means an Authorised Country other than my Resident Country.

"Nu Skin" means Nu Skin International, Inc., Nu Skin New Zealand and their affiliated companies.

"NSI" means Nu Skin International, Inc., a Utah incorporation, at 75 West Center Street, Provo, Utah 84601, USA.

"Nu Skin New Zealand" means Nu Skin Enterprises New Zealand, Inc., an affiliated company of NSI registered in New Zealand with business address at Unit 16/180 Montgomerie Road, Airport Oaks, Auckland 2022.

"Nu Skin Products" means the products and services of NSI's affiliated company that are sold through local affiliates in the individual Authorised Countries.

"PPA" means the Resident Country Product Purchase Agreement (Section B), 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 New Zealand from time to time upon notification.

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

"Resident Country" means New Zealand in which I, if an individual, am a citizen or a legal resident and whose Distributor Agreement I have executed; or, if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organisation, then New Zealand is where it has been legally formed under its laws, and each member of the Business Entity or Distributorship with joint participation has proper legal authorisation to conduct business in New Zealand, and a Distributor Agreement has been executed.

"Sales Compensation Plan" means the specific plan that outlines the details and requirements of the compensation structure for Distributors. It is available in the Business Portfolio and may be amended from time to time by NSI upon notification.

B. RESIDENT COUNTRY PRODUCT PURCHASE AGREEMENT

This Resident Country Product Purchase Agreement ("PPA") is between Nu Skin New Zealand and me. Nu Skin New Zealand is the exclusive wholesale Distributor of Nu Skin Products in New Zealand. Nu Skin New Zealand 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 New Zealand will offer to me, as an independent contractor (as defined in Section C below), Nu Skin Products for wholesale purchase in New Zealand. I agree that I may only market these Nu Skin Products in New Zealand. Additionally, Nu Skin New Zealand will provide me with the following services in my Resident Country: (i) accept orders for and distribute Nu Skin Products to customers and Distributors 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 Distributors, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Distributors in the Resident Country as determined and directed by NSI, and as further described in Section B paragraph 6 below. I understand that NSI has appointed and granted the authority to Nu Skin New Zealand to pay my Bonuses, which if necessary, includes the authority to generate and accept self-billing Bonus invoices from me, recharge Bonuses to NSI, pay Bonuses plus any required tax in my Resident Country in the name of Nu Skin New Zealand, and act on behalf of NSI and its affiliated companies with respect to me as a Distributor.

2. Marketing of Nu Skin Products; Pricing

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 New Zealand; (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 New Zealand and agree that Nu Skin New Zealand may change Nu Skin Product prices without prior notice.

3. Refunds

If I terminate this Distributor Agreement within thirty (30) days from the effective date, I may obtain a 100% refund for the required Business Portfolio and a 90% refund thereafter in accordance with the refund policy in the Policies and Procedures. Subject to any restrictions in the aforementioned refund policy or special terms disclosed at the time of purchase, all unopened, resalable Nu Skin Products and Business Support Materials sold by Nu Skin New Zealand that are returned within 12 months of your order date are eligible for a 90% refund, less applicable Bonuses.

4. 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 New Zealand upon request.

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5. Automatic Delivery Rewards Program ("ADR Program")

- (a) I understand that no minimum product purchases are required to participate in the ADR Program. If my monthly ADR order totals 50 personal sales volume (PSV) or more, I will be entitled to the following benefits: (i) I will get a 5% discount off the wholesale prices of the product in my ADR order; (ii) I will earn product points that may be redeemed for additional products; and (iii) I will be entitled to discounted shipping rates provided that my ADR order is created and managed online.
- (b) If I have specified on the reverse side of this agreement the type and quantity of Nu Skin Products that I desire to receive each month automatically, then these Nu Skin Products will be charged on a recurring monthly basis to the form of payment I have provided, and they will be shipped monthly to my listed delivery address unless I notify Nu Skin New Zealand in writing one month in advance of any desired changes.
- (c) Nu Skin New Zealand may change the price of or discontinue the specific Nu Skin Products that I have chosen to receive on the ADR Program section of this agreement or a separate ADR Program enrollment form. In such situations, Nu Skin New Zealand will notify me at least 30 days prior of the change and (i) in the case of a discontinued Nu Skin Product, will continue to send me the remaining items, and may substitute another product of equal or greater value, and (ii) in the case of a price change or updated product, will send me the same items I have selected under the ADR Program, but at the new price, unless I direct Nu Skin New Zealand to revise my monthly order.
- (d) To pay for each monthly ADR Program order, I authorise Nu Skin New Zealand to establish an automatic credit card debit arrangement as specified on the ADR Program of this agreement or the ADR Program enrollment form. Nu Skin New Zealand will make no other charge to my designated payment account except those that I have authorised.
- (e) I agree that: (i) there are no returns allowed on Nu Skin Products purchased with ADR Program points (ii) no personal sales volume or group sales volume is earned on Nu Skin Products purchased with ADR Program points; and (iii) the value of the redemption will be treated as income to me.
- (f) I agree that if any Nu Skin Products from a qualifying purchase are returned, the balance of the qualifying amount for the month in which Nu Skin Products are returned must be repurchased in order to remain qualified and receive ADR Program points.
- (g) I agree that Nu Skin New Zealand may terminate (i) the ADR Program at any time and for any reason; and (ii) my right to participate in the ADR Program under this agreement if (A) the credit card or bank authorisation provided in this agreement expires, is cancelled or otherwise terminated, (B) I violate the terms and conditions of this Contract, or (C) NSI terminates my distributorship. I may cancel my monthly ADR Program order upon written notice to Nu Skin New Zealand. Nu Skin New Zealand will cancel my ADR Program within 30 days after it receives my written notice.
- (h) The terms and conditions governing the discounted shipping rates, the actual shipping discounts, the requirements governing product points, how they are earned, their redemption and expiration, may be found at nuskin.co.nz, which terms and conditions are incorporated by reference in to this ADR agreement.

6. Bonuses

- (a) I authorise Nu Skin New Zealand, as determined and directed by NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorisation replaces any previous authorisation and will remain in full force and effect until (i) Nu Skin New Zealand has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin New Zealand has a reasonable opportunity to make such a change pursuant to my notice.
- (b) I agree that I must notify Nu Skin New Zealand 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 New Zealand of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must fill out a new Electronic Funds Transfer (EFT) Authorisation Form and send it to Nu Skin New Zealand before I close my existing account.
- (c) Neither NSI nor Nu Skin New Zealand will be liable to me for Nu Skin New Zealand'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 New Zealand'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 B, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, each may be amended by Nu Skin New Zealand from time to time upon notification, and are incorporated herein by reference.

C. DISTRIBUTOR AND INTERNATIONAL SPONSOR AGREEMENT

This Distributor and International Sponsor Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, USA ("NSI") and me. NSI and I agree and understand that the Distributor Agreement constitutes a distinct and separate agreement from my agreements with Nu Skin New Zealand.

1. Right to Market Nu Skin Products and Sponsor in my Resident Country.

Subject to the terms and conditions of the Distributor Agreement, NSI grants to me

- (a) the right to be a Distributor and market Nu Skin Products in my Resident Country through person-to-person sales, and
- (b) sponsor new Distributors in my Resident Country. I agree that the Distributor Agreement will be accepted in Utah, USA.

2. Independent Contractor

- (a) I acknowledge and agree that as a Distributor, 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 Distributor;
 - if required, obtain a Goods and Services Tax (GST) number;
 - pay my own license fees, any insurance premiums and superannuation contributions (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 any tax purposes; and
 - pay any self-employment taxes required by any 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 authorised 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 Organisation 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 ("ISA")

- (a) Right to Sponsor in Non-Resident Countries
NSI grants to me the right to sponsor new Distributors in Non-Resident Countries. This ISA 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 Distributors 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 Distributor 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 Distributors, 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 Distributor and International Sponsor Agreement 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), 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 Distributorship 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 Distributor again by submitting a new Distributor Agreement.

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D. MANDATORY AND BINDING ARBITRATION AGREEMENT

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

1. THIS 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 THIS CONTRACT. The place of origin of this 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 a 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 this Contract, (ii) between other Distributors and me arising out of or related to a Distributorship, 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 Distributorship, 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 THE SAID WEBSITES, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN NEW ZEALAND, OR IF I RECEIVE BONUSES.

E. MISCELLANEOUS PROVISIONS

1. Representations and Warranties

I represent and warrant that I am authorised to enter this 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 New Zealand 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 New Zealand shall have rights, at its election, to declare their respective parts of the Contract void from its inception; (b) the GST Number that I provided is the correct tax payer identification number for my Nu Skin business in my Resident Country; (c) if an individual, I am a citizen or a legal resident of my Resident Country; (d) if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organisation, it is legally formed under the laws of my Resident Country, and that each member of the Business Entity has proper legal authorisation 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 corporate or other business organisations, 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 Distributorship in the six months (one year in the case of those having held an Executive equivalent or higher position under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Distributor Agreement.

2. Authorisation to Transfer Personal Information

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

3. Acceptance of Contract

- (a) **Acceptance by NSI** The effective date of the Distributor Agreement will be the date it is accepted by NSI, which will be (i) the date that I execute the Distributor Agreement electronically via Nu Skin's Internet sign-up procedure and it is received and accepted by NSI, (ii) the date that an original hard copy of the Distributor Agreement is received and accepted by NSI and a computer record is made of my Distributorship account by NSI, or (iii) the date a temporary account is set up, and in NSI's discretion, my subsequent actions indicate an ongoing intent to pursue the business. The temporary account may be terminated by NSI, at its discretion, if an original hard copy of this agreement is not received and accepted by NSI within ninety (90) days from the date a temporary account is set up.
- (b) **Acceptance by Nu Skin New Zealand** I agree that Nu Skin New Zealand's acceptance of the PPA will occur when it accepts my first order of Nu Skin Products, which is placed after I have signed this Contract of which the PPA forms a part and forwarded this Contract to Nu Skin New Zealand.

4. Indemnity and Limitation of Liability

- (a) **Indemnity** To the fullest extent permitted by law, 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 distributor 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** To the fullest extent permitted by law, 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, to the fullest extent permitted by law, 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 New Zealand.

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.

I agree that:

I have previously reviewed the Contract, including the Policies and Procedures, or agree, before conducting any Distributor activity, to do so online at nuskin.co.nz. I understand and agree that the Contract, including the Policies and Procedures, are enforceable against me. If I refuse to follow any provision of the Contract, I agree to notify NSI or Nu Skin New Zealand, in writing, and cancel my Distributorship. If cancelled within the next 30 days, I will receive a 100% refund for the required Business Portfolio and a 90% refund, less any Bonuses paid to me on any unopened and resalable Products I purchased from Nu Skin New Zealand. Refunds on returns after 30 days are set forth in the Resident Country Product Purchase Agreement.

I understand that the only required purchase to become a Distributor is the non-commissionable, not-for-profit Business Portfolio not exceeding \$40, which contains information about the opportunity, Nu Skin Products and forms. I understand that the purchase of any Nu Skin Products, including the Product packages (Step 2) and Automatic Delivery Rewards (Step 3), is optional and is not required to become a Distributor; I understand that if I purchase a Product package (in Step 2) or purchase a minimum of 100PSV worth of Products in a single invoice, or enrol an ADR order with a minimum of 50PSV, then I will receive a free Business Portfolio and need not purchase it.

I have reached the legal age of 18 and am legally able to enter into the Contract, and agree to be bound by the terms and conditions of the Contract.

THIS CONTRACT IS SUBJECT TO THE MANDATORY AND BINDING ARBITRATION AGREEMENT. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS CONTRACT.

Applicant's Signature _____ Date _____

Spouse or Co-habitant Signature (if applicable) _____ Date _____

Please submit this form to Nu Skin New Zealand for forwarding to Nu Skin International, Inc. in the U.S. for official acceptance of the Distributor Agreement.