

# **Policies and Procedures – Hong Kong/Macau**

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# Chapter 1 Your Brand Affiliate Account

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## 1 Becoming a Brand Affiliate

### 1.1 Applying to Become a Brand Affiliate

You may apply to become a Brand Affiliate by completing the following steps: Complete, sign, and return an online or hardcopy Brand Affiliate Agreement to the Company. You are not required to purchase any Products or materials to become a Brand Affiliate.

### 1.2 One Individual per Brand Affiliate Account

Only one individual may apply for a Brand Affiliate Account and submit a Brand Affiliate Agreement to the Company. If the individual also wants to include a spouse or Co-habitant on the Brand Affiliate Agreement, then the spouse or Co-habitant may also be included on the Brand Affiliate Agreement. Except for the addition of spouses or Co-habitants or as otherwise provided in a specific Authorized Market, if more than one Person wants to participate in a Brand Affiliate Account, then the Persons must apply either as a Business Entity or as a Brand Affiliate Account with joint participation as set forth in Sections 1.10 and 1.10A of this Chapter 1 respectively.

### 1.3 Age Requirements

You must be at least 18 years old to become a Brand Affiliate.

### 1.4 Minors

(Not Applicable)

### 1.5 Legal Residency

Your Brand Affiliate Agreement must be filed and your Brand Affiliate Account maintained in the market where you are a legal resident or citizen and where you have a legal right to do the business. If you are unable to prove your legal residency, citizenship, or legal right to do business in the market where you have filed your Brand Affiliate Agreement, the Company may declare your Brand Affiliate Agreement void from its inception. You may only file to be a Brand Affiliate in an Authorized Market.

The Company will not accept Brand Affiliate application from foreign domestic helpers who are not permanent legal residents in Hong Kong (for Brand Affiliate application in Hong Kong)/ Macau (for Brand Affiliate application in Macau).

### 1.6 Former Brand Affiliates

If you have been a Brand Affiliate you may only apply to become a new Brand Affiliate under your original Sponsor unless you meet the criteria in Section 3.3 of this Chapter 1 for signing up under a new Sponsor.

## 1.7 Spouses and Co-habitants

If the spouse or Co-habitant of a Brand Affiliate wants to become a Brand Affiliate, the spouse or Co-habitant must be added to the Brand Affiliate Account previously formed by the other spouse or Co-habitant. If the spouse or Co-habitant of a former Brand Affiliate wants to become a Brand Affiliate, then the spouse or Co-habitant must apply to become a Brand Affiliate under the Sponsor of the spouse's or Co-habitant's former Brand Affiliate Account unless the applicable inactive period regarding Business Activity of the former Brand Affiliate has lapsed as set forth in Section 3.3 of this Chapter 1.

## 1.8 Acceptance of your Brand Affiliate Agreement

The Company reserves the right to reject any application for a Brand Affiliate Account at its own discretion. You become an approved Brand Affiliate upon the acceptance and processing of your Brand Affiliate Agreement by the Company. In the event the Company gets more than one Brand Affiliate Agreement from an applicant, the first Brand Affiliate Agreement received at the corporate office in United States is the one that determines who your Sponsor is.

## 1.9 Identification Number

You will be required to provide the Company with your Hong Kong Identity Card Number (applicable to Hong Kong Brand Affiliate)/ Macau Resident Identity Card Number (applicable to Macau Brand Affiliate) before you are eligible to receive a Bonus, or when otherwise required by the Company for tax or other purposes. This requirement also applies to spouses and Co-habitants who sign the Brand Affiliate Agreement. In the event you sign up using a Business Entity, you must provide the Hong Kong Business Registration Number (applicable to Hong Kong Brand Affiliate)/ Macau Business Registration Number (applicable to Macau Brand Affiliate) of the Business Entity and the Hong Kong Identity Card Number (applicable to Hong Kong Brand Affiliate)/ Macau Resident Identity Card Number (applicable to Macau Brand Affiliate) of each Participant in the Business Entity (including but not limited to any shareholder, director, officer, member and partner of the Business Entity where applicable). The Company may also place a sales order or Bonus hold on your account until you provide the required identity number and your identity number has been verified.

You shall provide copy of your Identity Card and/or Business Registration Certificate (if applicable) for identity verification purposes upon request by the Company.

## 1.10 Business Entities

A Business Entity may apply to become a Brand Affiliate by completing, signing, and returning a Business Entity Form, signed by all the Participants, together with a Brand Affiliate Agreement. In addition, the following other requirements apply to Business Entities:

- (a) Each Participant must be a citizen or legal resident and have the legal right to do business in the market where the Business Entity's Brand Affiliate Agreement has been filed, and must be able to provide proof of such. If the Business Entity is unable to provide this proof upon the Company's request, the Company may declare the Brand Affiliate Agreement void from its inception. You should be aware that merely being listed as a member of a Business Entity does

not necessarily grant you any legal right to do business;

- (b) Bonuses will be issued in the name of the Business Entity. The Company will not have any liability to you if the Business Entity or any Participant in the Business Entity fails to allocate and pay any portion of the Bonuses received by the Business Entity among the multiple Participants in the Business Entity, or for any incorrect allocation and payment; and
- (c) One Participant will be designated as the Authorized Representative of the Business Entity and the Company may rely and act on any information provided by the Authorized Representative.

### **1.10A Brand Affiliate Account with Joint Participation**

You may apply to add some other individual(s) as Additional Participant(s) to jointly participate in your Brand Affiliate Account by completing, signing, and returning a Joint Participation Form, signed by you as the Principal Brand Affiliate and each of the Additional Participants, together with a Brand Affiliate Agreement. In addition, the following other requirements apply to a Brand Affiliate Account with joint participation:

- (a) Each of the Additional Participants must be a citizen or legal resident and has the legal right to do business in the market where the Principal Brand Affiliate has filed his Brand Affiliate Agreement, and must be able to provide proof of such. Each of the Participants should be aware that merely being listed as an Additional Participant in your Brand Affiliate Account does not necessarily grant any legal right for that Participant to do business;
- (b) The Principal Brand Affiliate is the sole individual authorized to take any action on behalf of the Brand Affiliate Account with respect to the Brand Affiliate Agreement (including the execution of any such agreements) or any other matter relating to the Company, and that the Company shall be entitled to rely on the authority and instructions of the Principal Brand Affiliate with respect to all matters pertaining to the Brand Affiliate Agreement (including amounts payable as Bonuses thereunder) or the Company;
- (c) Each of the Additional Participants is jointly liable for the acts and omissions of any of the Participants in connection with the Brand Affiliate Account, and the Company may take action against the Brand Affiliate Account for a violation of the Policies and Procedures by any of the Participants; and
- (d) All Bonuses and other benefits generated by or attributable to the Brand Affiliate Account (including through the efforts of the Additional Participants) shall be paid or provided directly to the Principal Brand Affiliate and none of the Additional Participants, whether individually or collectively, shall have any claim against the Company with respect to such Bonuses or other benefits.

### **1.11 Changing to a Business Entity**

If you want to change the form of your Brand Affiliate Account from an individual to a Business Entity, you may do so at any time. This change is subject to any applicable legal requirements and requires the completion and delivery of a Business Entity Form to the Company.

## 1.12 Temporary Accounts

(Not Applicable)

## 1.13 Mandatory Training

When you sign up to become a Brand Affiliate, submit a Letter of Intent (LOI), or at other stages of your Nu Skin business, the Company may require that you complete specific training or educational courses regarding the Sales Performance Plan, the Policies & Procedures, and/or other relevant topics. Such trainings and courses will be provided by the Company at no cost to you, and will not be unreasonable in length or content. If you fail to complete a training or course that has been designated as mandatory by the Company, the Company may elect to suspend your right to receive awards in accordance with Section 3.6 (e) of Chapter 6 of these policies.

# 2 Personal Information

## 2.1 Collection of Personal Information

The Company is aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your becoming a Brand Affiliate. The Company respects your privacy and is committed to protecting the privacy of Brand Affiliates. The Company collects from you and holds certain personal information about you for the following purposes: to provide you with support and the benefits of being a Brand Affiliate, to communicate with you regarding (i) your Brand Affiliate Account and Teams, (ii) Bonuses, and (iii) other relevant business issues, and for any other specified purposes as set out in Section 2.2 below in this Chapter 1. The Company's policy on using personal information for promotional or marketing purposes is contained in Section 2.3 below in this Chapter 1. All information submitted by you will be held by the Company at its corporate headquarters in the United States, its regional headquarters, and/or its local affiliated companies in your Resident Market. By signing the Brand Affiliate Agreement, you consent to the transfer of your personal information outside of Hong Kong (applicable to Hong Kong Brand Affiliate)/ Macau (applicable to Macau Brand Affiliate). You understand it is obligatory for you to provide the personal information requested in the Brand Affiliate Agreement, failing which will result in rejection of your Brand Affiliate Account application. Provision of any personal data or information other than those required in the Brand Affiliate Agreement is voluntary. You understand that you have the right to request to access and to request the correction of your personal information by contacting Data Protection Officer of Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliate) at (852) 2837 7700 or Nu Skin Macau (applicable to Macau Brand Affiliate) at (853) 2870 3655. The addresses of Nu Skin Hong Kong and Nu Skin Macau can be found at [www.nuskin.com](http://www.nuskin.com).

## 2.2 Authorization to Use and Transfer Your Personal Information

You authorize the Company to:



- (a) transfer and disclose personal and/or confidential information for any of the purposes listed in Section 2.1 above or under this Section 2.2 in this Chapter 1, (i) which you have provided to either NSI or Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliate)/ Nu Skin Macau (applicable to Macau Brand Affiliate) in connection with your Brand Affiliate Account and Team, or (ii) that has been developed as a result of your activity as a Brand Affiliate, to (A) its parent and affiliated companies wherever located, (B) to other Brand Affiliates who are in a direct chain of sponsorship in your sales organization as the Company determines it is appropriate or necessary to ensure proper Brand Affiliate support or for Brand Affiliate educational purposes, (C) to applicable government agencies or regulatory bodies if required by law, (D) to a potential or actual purchaser in connection with any acquisition or proposed acquisition of NSI or any part of Nu Skin; and (E) to any agent, contractor or other third party (including but not limited to banks, courier companies, printing companies) who provide administrative or other services to the Company in relation to its business.
- (b) collect, use, disclose and publish your personal information, including but not limited to your name, photographs, pin titles, videos, recordings, written materials and any donation amount you made to the Company and/or its affiliates or related charities for the purpose of recognition of your pin titles and other good deeds (including but not limited to charitable donations) and in the Company's events and/or in the Company's Business Support Materials and Services which may be issued or made available to all Brand Affiliates and the general public, unless the Company receives your request in writing informing the Company not to do so not later than seven business days before its publication.
- (c) subject to the terms of a separate authorization you may provide to the Company, collect, use, disclose and publish in any Company's events and/or in any Company's Business Support Materials and Services which may be issued or made available to all Brand Affiliates and the general public, your personal data and information contained in any testimonials, speeches, performances, photographs, videos, recordings and/or written materials provided or delivered by you or recorded by the Company in relation to your appearances and/or performances in any Company events for the purposes of promotion of the Company's business and/or products, unless the Company receives your request in writing informing the Company not to do so not later than seven business days before its publication.
- (d) use your personal information described above, and you further agree that any other disclosure of your personal information will be governed by Company's Privacy Policy, as it may be published and modified from time to time.

You understand the Company's policy on using personal information for promotional and marketing purposes is in Section 2.3 below in this Chapter 1.

You represent to the Company that the owner(s) of the copyright and any other intellectual property rights that may subsist in any photographs, articles, videos or any other materials you may provide to

the Company have consented to the Company using such materials for the purposes as specified above in this Section 2.2.

## 2.3 Direct Marketing

In addition to the purposes set out in Section 2.1 of this Chapter 1, the Company may also use your name and other personal information provided on the Brand Affiliate Agreement (together with the updates you provide to the Company from time to time) for promotional and marketing purposes including sending you promotional materials and conducting direct marketing in relation to the skin care, beauty, personal care and health supplement products and services, promotional offers and charitable programmes offered by the Company, the Company's co-branding partners or the Company's business partners. The Company may transfer your personal information to the Company's co-branding partners and the Company's business partners providing skincare, beauty, personal care and health supplement products and services for direct marketing purposes.

The Company, or the transferees above, will never contact you about products and services not directly related to the Company's Products or services without first obtaining your consent. Where the Company believes that you may be interested in an unrelated product or service, the Company will seek your consent before providing you with any promotional or marketing information.

You have the right to object to the use of your personal information for direct marketing purposes. However, if you do not agree to receive direct marketing materials from the Company, you will not be able to receive updated information on the Company's Products and services and this may affect your ability to develop business with the Company. The Company will not use personal information for these purposes if you communicate your objection to Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliate) or to Nu Skin Macau (applicable to Macau Brand Affiliate). The addresses of Nu Skin Hong Kong and Nu Skin Macau can be found at [www.nuskin.com](http://www.nuskin.com).

## 3 Maintaining Your Brand Affiliate Account

### 3.1 Keeping your Brand Affiliate Agreement, Business Entity Form and Joint Participation Form current

- (a) As a Brand Affiliate, it is your duty to keep the information contained in your Brand Affiliate Agreement, Business Entity Form or Joint Participation Form current and accurate. You must immediately inform the Company of any changes affecting the accuracy of information contained in these documents. The Company may terminate a Brand Affiliate Account or declare a Brand Affiliate Agreement void from its inception if the Company determines false or inaccurate information was provided. If you fail to update your Brand Affiliate Agreement, Business Entity Form or Joint Participation Form, holds may be placed on your account or other disciplinary action may be taken, including termination.
- (b) You must submit a new Brand Affiliate Agreement, Business Entity Form or Joint Participation

Form with “Amended” written across the top to change your Brand Affiliate Account information. Any amended Brand Affiliate Agreement must be signed by you. A Business Entity’s amended Brand Affiliate Agreement must be signed by the Authorized Representative of the Business Entity. An amended Business Entity Form must be signed by the Authorized Representative and all new Participants of the Business Entity. The amended Brand Affiliate Agreement of a Brand Affiliate Account with joint participation must be signed by the Principal Brand Affiliate. An amended Joint Participation Form must be signed by all Participants in the Brand Affiliate Account. The Company may charge a fee for processing changes to the Brand Affiliate Agreement, Business Entity Form or Joint Participation Form. The Company may refuse to accept any amendments.

### 3.2 Adding a New Participant

You may not allow a Person to engage in any Business Activity for, or have a Beneficial Interest in, your Brand Affiliate Account, unless your Brand Affiliate Account is a Business Entity or is a Brand Affiliate Account with joint participation and that Person has applied to become a Participant and such application has been accepted by the Company. The Company may reject any such application in its sole discretion. If the Company rejects the application, the Person may not participate in the Brand Affiliate Account.

### 3.3 Starting a Brand Affiliate Account under a New Sponsor

If you are a former Brand Affiliate, you may establish a new Brand Affiliate Account under a new Sponsor only if you have not engaged in any Business Activity (whether for your Brand Affiliate Account or the Brand Affiliate Account of another Person) for the indicated inactive period:

<b>Account type during the 24 months preceding the most recent Business Activity</b>	<b>Inactive Period</b>
If you ever achieved Brand Representative or higher	12 months
Brand Affiliate only	6 months

When the Company concludes that an inappropriate Sponsor change has occurred or has been solicited, the second-in-time Brand Affiliate Account may be returned to and be merged with the first-in-time Brand Affiliate Account and the Company may pursue other remedies listed in Chapter 6.

### 3.4 One Brand Affiliate Account per Individual

You are not allowed to have a Beneficial Interest in more than one Brand Affiliate Account except as follows: (i) marriage of two Brand Affiliates who each had a Brand Affiliate Account prior to the marriage, (ii) inheritance of a Brand Affiliate Account by an existing Brand Affiliate, or (iii) as otherwise approved in writing by the Company.

### 3.5 Acquisition of Beneficial Interest in and Merger of Brand Affiliate

## Accounts

- (a) **Overview.** Occasionally, a Brand Affiliate wishes to form a partnership with another existing Brand Affiliate and merge the two Brand Affiliate Accounts or acquire a Beneficial Interest in a Brand Affiliate Account. Except as provided in this Section 3.5, the formation of a partnership between Brand Affiliates, the merger of Brand Affiliate Accounts, or the acquisition of a Beneficial Interest in a Brand Affiliate Account by a Brand Affiliate who has engaged in any Business Activity is prohibited.
- (b) **Acquisition of Beneficial Interest.** Except for those circumstances that may be approved by the Company in its sole discretion, if you have engaged in any Business Activity, you may not, at any time, acquire a Beneficial Interest in a pre-existing Brand Affiliate Account under a different Sponsor (whether by purchase, merger, partnership, or otherwise) unless (i) you have terminated your Brand Affiliate Account and had no Business Activity for the applicable inactive period described in Section 3.3 of this Chapter 1, and (ii) the Brand Affiliate Agreement for the Brand Affiliate Account in which you want to acquire a Beneficial Interest was submitted to the Company after the applicable inactive period for your Business Activity as described in (i) above. The prohibitions of this Subsection (b) supersede the provisions of subsection (c) of this Section 3.5.
- (c) **Merger.** The Company may, in its sole discretion, consider mergers of Brand Affiliate Accounts in the following limited cases: (a) vertical mergers with (i) your immediate upline Sponsor, or (ii) a Brand Affiliate that is on your first level; and (b) any other merger as may be approved by the Company in its sole discretion.
- (d) **Company Review and Additional Requirements.** In any case involving the proposed formation of a partnership, mergers, or acquisitions of a Beneficial Interest, the Company will, in its sole discretion, decide whether to approve a requested exception to these Policies and Procedures. During its review the Company may impose additional requirements that it deems necessary, including upline notifications and/or approvals.

## 4 Transferring and Terminating your Brand Affiliate Account

### 4.1 Transferring Brand Affiliate Accounts

You may not transfer your Brand Affiliate Account or any rights therein, unless you have received the prior written consent of the Company. The Company will not consent to any proposed transfer if it determines that the proposed transfer is not substantive and is being done to avoid the requirements of these Policies and Procedures. The Company will not recognize any assignment, and the transferee will have no rights until the transfer has been approved by the Company. Any exceptions and waivers the Company has made to the Contract for the benefit of a Brand Affiliate Account will terminate upon the transfer unless otherwise provided in a written agreement by the Company.

## 4.2 Transfers Upon Death

- (a) **Individuals.** If you are an individual, upon your death, your Brand Affiliate Account may be passed on to your heirs, or other beneficiaries whether by will, intestate succession, or otherwise. The transfer will be recognized by the Company when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to the Company. The Company encourages you to make appropriate arrangements in consultation with an estate-planning attorney for the transfer of your Brand Affiliate Account.
- (b) **Participant in a Business Entity.** If you are a Participant in a Business Entity, upon your death your interest in the Brand Affiliate Account will be transferred according to the Business Entity's legal documents and applicable law governing the transfer, provided that all Persons of the transferee are qualified to hold an interest in a Brand Affiliate Account under these Policies and Procedures. The transfer of your interest will be recognized by the Company when a court order or proper legal documents addressing the transfer to a qualified transferee are submitted to the Company.
- (c) During any time that a Brand Affiliate Account may be temporarily without an owner, or a gap in ownership occurs due to probate or other court procedures, the upline Executive Brand Director or above will be responsible for operating this Brand Affiliate Account. As payment for their services, the upline Executive Brand Director or above will be entitled to a service fee. This fee will be an amount equal to 15 percent of the Brand Affiliate Account's net Bonuses, which the Company will deduct from the Brand Affiliate Account's net Bonuses.

## 4.3 Divorce

In the event of a divorce, the Company will neither determine the division of nor divide a Brand Affiliate Account or a Team. Generally, the Company will not divide Bonuses or other rewards. The Company may, however, in its sole discretion, on a case-by-case basis, divide Bonuses on a simple, fixed-percentage basis, pursuant to a court order or the written consent of both parties. IF THE COMPANY AGREES TO DIVIDE BONUSES ON A SIMPLE, FIXED PERCENTAGE BASIS, THE PARTIES TO THE BRAND AFFILIATE ACCOUNT AGREE TO HOLD THE COMPANY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING OR ARISING FROM, DIRECTLY OR INDIRECTLY, ANY ACTS OR OMISSIONS BY COMPANY IN DIVIDING THE BONUSES. The Company has the right to withhold Bonuses in the event of a dispute among spouses regarding a Brand Affiliate Account. The Company may charge a fee to Brand Affiliates each month as payment for its services in dividing Bonus payments.

## 4.4 Right to Terminate

You may terminate your Brand Affiliate Account at any time. Please see Section 3.9 of Chapter 6 for details.

# Chapter 2      Operating Your Business

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## 1      Business Ethics

### 1.1      DSA Code of Ethics

The Company is a member of the Direct Selling Association (DSA) in the United States and in many countries around the world and abides by the DSA Code of Ethics. Along with the ethical guidelines of this Section, you must comply with the DSA Code of Ethics in your business operations. The DSA Code of Ethics can be found at [www.dsa.org](http://www.dsa.org).

### 1.2      Purpose of Your Business

The primary purpose of your business and the Company is to sell high quality Products to retail customers. As part of this process you may sponsor other Brand Affiliates in the business to build your sales organization. However, the recruitment of other Brand Affiliates is not your primary focus, but rather an integral part of your fundamental obligation to sell Products and increase the sales of Products to retail customers by your Team.

### 1.3      General Ethics

You must operate your Brand Affiliate Account in an ethical, professional, and courteous manner. This means, among other things, the following:

- You must comply with the Contract and with applicable law.
- You must operate your Brand Affiliate Account honestly.
- You should indicate to prospective customers and Brand Affiliates who you are, why you have contacted them, and what Products you are selling.
- You may not make false or misleading claims about potential earnings under the Sales Compensation Plan or about the benefits of using the Company's Products.
- You may not pressure any Brand Affiliates or prospective Brand Affiliates to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more Products or Business Support Materials and Services than they can reasonably use or sell, or to maintain specific inventory requirements.
- You must not encourage or recommend that Brand Affiliates or prospective Brand Affiliates incur debt in order to participate in the business.
- You must explain how to return Products or cancel an order.
- You must not represent to prospective Brand Affiliates that they are required to purchase Products or Product packages to become Brand Affiliates or to become Brand Representatives. Prospective Brand Affiliates must be informed that they can sign up as customers or that they may purchase Products individually and not in Product packages.
- When you are engaged in business development activities or sales activities, you shall not perform any of the following:

- (i) an act that causes or will likely cause annoyance, strong dislike or interference to the person being contacted;
- (ii) an act which damages or will likely damage the brand name, image or reputation of the Company; or
- (iii) an act which results in or will likely result in the general public having a negative perception of the Company.

#### **1.4 Non Disparagement**

You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- the Company;
- its Products, or commercial activities;
- other Persons;
- other companies (including competitors); or
- other companies' products, services, or commercial activities.

#### **1.5 Harassment**

You must operate your Brand Affiliate Account in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal, or visual behavior of a sexual nature, with another Brand Affiliate, Company's employee or customer.

#### **1.6 No Contact of Vendors or Scientific Advisory Board Members**

You may not contact, either directly or indirectly, the Company's vendors, suppliers, scientific advisory board members, basic research partners, universities, or any other advisors or consultants of the Company without the prior written consent of the Company.

#### **1.7 Anti-Corruption**

You must comply with all anti-corruption laws, including the Foreign Corrupt Practices Act in the United States ("FCPA"), in the markets in which the Company does business. The FCPA requires that you never directly or indirectly (i.e. through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule. Because the rules and exceptions relating to anti-corruption are complex, you should consult with your own legal counsel regarding questions relating to compliance with the FCPA or anti-corruption laws. For additional information please refer to the Company's Anti-Corruption Policy in the Corporate Governance section of the Investors link on the Nu Skin Enterprises, Inc. website at [www.nuskinenterprises.com](http://www.nuskinenterprises.com).

#### **1.8 Maintaining the Company's Reputation**

You will not act in any way, including your actions outside the scope of your Brand Affiliate Account, which could be considered detrimental to the business or reputation of the Company or its Brand Affiliates. The Company has the right to, in its sole discretion, determine what actions may be

considered detrimental and take action against you according to Chapter 6.

### **1.9 Records Review**

As a condition to participating as a Brand Affiliate, you grant the Company the right to review any records related to your Brand Affiliate Account in order to investigate whether you have been operating your Brand Affiliate Account in compliance with these Policies and Procedures. The Company may request to review your Brand Affiliate Account records at any time and for any reason. You must comply with any request to review your Brand Affiliate Account records by promptly and completely making your true records available for review by the Company.

## **2 Independent Contractor**

### **2.1 Brand Affiliates are Independent Contractors**

You are an independent contractor. You are not an agent, employee, officer, partner, member, or joint-venturer with the Company, and you may not represent yourself as such. You agree that as an independent contractor, you:

- are responsible for your own business decisions and must determine in your sole discretion, when you will work and the number of hours you will work;
- will be paid Bonuses based on sales and not the number of hours you work;
- are subject to entrepreneurial risk and responsible for all losses that you incur as a Brand Affiliate;
- must pay your own license fees and any insurance premiums or the like (if applicable);
- are responsible for all costs of your business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses without advances, reimbursement, or guarantee from the Company; and
- will not be treated as an employee for tax or any other purposes. If you meet a certain threshold of Bonus and/or any other taxable cash or non-cash benefits in a fiscal year, the Company shall notify the tax authority such Bonus and/or benefits paid or provided to you in such fiscal year in accordance with the applicable tax return requirements and you will receive notifications from the relevant tax authority reflecting the Bonuses and/or any other taxable cash or non-cash benefits that the Company has paid or provided to you in such fiscal year.

### **2.2 Taxes**

You must pay any self-employment taxes and/or any income taxes required by the relevant tax authority under local laws and regulations.

### **2.3 No Authority to Act on Behalf of Company**

You have no authority to act on behalf of the Company. This includes, but is not limited to, any attempt to:

- register or reserve Company names, trademarks, trade names or Products;



- register URLs using the Company names, trademarks or trade names;
- register or secure approval for Products or business practices; or
- establish business or governmental contacts of any kind on the Company's behalf.

You must indemnify the Company for all costs and attorneys' fees incurred by the Company for any remedial action needed to exonerate the Company in the event that you improperly act on behalf of the Company. You must immediately assign to the Company any registration of Company names, trademarks, trade names, Products, or URLs registered or reserved in violation of this Section without the Company's reimbursement of any costs you incurred.

## **2.4 Designation as Employer Prohibited**

You may not identify the Company as your employer on loan applications, government forms, employment verification requests, applications for unemployment compensation or any other form or document.

# **3 Ordering Products or Services**

## **3.1 Ordering**

You may order Products directly from the Company or its Distribution Centers. There is no minimum order; however, shipping and handling costs may vary depending on the amount of Products ordered.

## **3.2 Transfer of Title**

Title to and risk of loss for any Products you order transfers to you when the Products are shipped or collected.

## **3.3 Inventory and the 80 Percent Rule**

As a Brand Affiliate you have no specific inventory requirements. You must use your own judgment in determining inventory needs based upon reasonably projected retail sales and personal use. You are prohibited from ordering more than a reasonable amount of inventory. By placing an order, you certify that you have sold or consumed at least 80 percent of your total inventory from previous orders.

## **3.4 Methods of Ordering**

The Company does not accept orders on credit. Orders will not be shipped or allowed to be collected until they are paid in full. Payment must be made by credit card, cash or such other method as may be accepted by the Company.

## **3.5 Issuing Credits**

A Company credit may be issued in instances of overpayment, Product exchanges, or in other circumstances when an order cannot be completely filled. Sales Volume is credited when the Company credit is used.

## **3.6 Pricing Changes**

The Company may change Product prices upon one month's prior written notice if practicable.

Notwithstanding the aforesaid, the Company maintains the right to change Product prices without prior notice.

### **3.7 Submitting Orders in the Name of Another Brand Affiliate**

You are prohibited from submitting orders in the name of another Brand Affiliate without the other Brand Affiliate's prior written approval. You must provide a copy of written approvals to the Company upon request.

### **3.8 Payments without Sufficient Funds**

If any credit card payment is reversed, you must immediately make payment to the Company for the full amount of the reversed credit card payment. If you fail to promptly make such payment you are in breach of the Contract.

### **3.9 Use of another Individual's Credit Card**

You should not use another individual's credit card to order Products or the Company's Business Support Materials and Services without the individual's prior written approval. You must provide a copy of written approvals to the Company upon request.

### **3.10 Automatic Re-Ordering Program**

The Automatic Re-Ordering Program ("ARO Program") is an optional program available in some Authorized Markets. The ARO Program allows you to place a standing order with the Company that will be conveniently shipped to you on a monthly basis and charged to your credit card on a recurring, monthly basis. The terms and conditions of the ARO Program are found on the Automatic Re-Ordering Program Enrollment Agreement and the Company's website. The Company may terminate (i) the ARO Program at any time and for any reason, and (ii) your right to participate in the ARO Program as described in the terms and conditions of the ARO Program. You may cancel your monthly ARO Program order with written notice as described in the terms and conditions of the ARO Program.

### **3.11 Retailing of Products**

- (a) You may only resell Products in your Resident Market. The Products you resell must also be purchased from the Company in your Resident Market, and you may not resell Products in your Resident Market that you acquire from the Company in a Non-Resident Market.
- (b) When you execute your Brand Affiliate Agreement incorporated with an International Sponsor Agreement, you are granted the right to purchase Products in a Non-Resident Market. You may only purchase Products in a Non-Resident Market for personal use or to demonstrate the Products for potential new Brand Affiliates. You cannot resell Products in a Non-Resident Market. You may be subject to additional requirements for a specific market.

## 4 Product Refunds and Exchanges

### 4.1 Refund Policy

- (a) Unless otherwise required by applicable law, the Company will, after deducting an administrative fee equivalent to 10 percent of the price, refund to you 90 percent of the purchase price less applicable Bonuses, on unopened and resalable Products and Business Support Material sold by the Company to you that are returned within 12 months of the order date. You may only return the Products or Business Support Material you purchased directly from the Company. The Company does not refund the original shipping costs on Products that you return. In order for the Company to correctly back out the applicable Bonuses on returned Products, you must keep the sales order number from the invoice. You must provide the sales order number to the Company at the time you request a refund. You may also return individual Products that are purchased as part of a kit or package. 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 charge back will be arranged. If payment was previously made by cash, a Product credit will be arranged. The Company may choose other alternative refund methods as it deems fit. The return of Products may affect your eligibility to receive Bonuses and your pin level, and if Bonuses have already been paid on the returned Products, then the Company will recoup your Bonuses as set forth below in Section 6.9 of this Chapter 2. The Company does not provide refunds for Products or Business Support Materials and Services purchased from another Brand Affiliate. You must seek a refund directly from the Brand Affiliate who sold you such Products or Business Support Materials and Services.

The refund policy under this Section 4.1(a) may not apply to product promotion. In such case, specific prior notification will be given.

- (b) (Not Applicable)

### 4.2 Exchange Policy for Products Purchased Directly from the Company

Unless otherwise required by applicable law, the Company will exchange Products purchased directly from the Company that were incorrectly sent, or are defective, if you notify the Company within 30 days of the date of purchase. If an exchange is not feasible, the Company may issue (i) a Company 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.

### 4.3 Procedures for Obtaining a Refund or Exchange

In order to obtain a refund or exchange:

You must present to the Company in person (or with a proper authorization letter of the Brand Affiliate who purchased the Products and/or Business Support Materials directly from the Company) the original sales receipt together with the Products and/or Business Support Materials for refund or exchange. The Company will not refund the original shipping costs on Products that you return.

#### 4.4 Policy for Uncollected Products

You acknowledge that administrative time and costs will be incurred by the Company to retain Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to you.

Accordingly, you agree that IN THE EVENT THAT:

- (1) when collection is to be made by you and you fail or neglect for whatsoever reason to collect the products and/or business support materials from Nu Skin within fourteen (14) days from the Date of Distribution, Nu Skin shall, without further reference, notice or account to you, cancel your order of such products and/or business support materials and after deducting an administrative fee equivalent to 10 percent of the purchase price, refund to you 90 percent of the purchase price less applicable bonuses. If bonuses have already been paid on such products, then Nu Skin will recoup your bonuses as set forth in Section 6.9 of Chapter 2; or
- (2) where you have requested Nu Skin and Nu Skin has agreed to deliver any products and/or business support materials to you but Nu Skin is unable to deliver such products and/or business support materials to you 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 and/or business support materials from Nu Skin, Nu Skin will contact you again for delivery arrangement but will charge you HK\$50 as the second delivery fee or the administrative fee for order amendment; If you have requested Nu Skin and Nu Skin has agreed to deliver any products and/or business support materials to SFHK self-operated network points (\* include SF Business Stations, SF Stores and SF Lockers) you designated, but you fail or neglect for whatsoever reason to pick up the products and/or business support materials within 24 hours upon receipt of the SMS notification, the products and/or business support materials will be returned to Nu Skin as unclaimed. Nu Skin will contact you again for delivery arrangement but will charge you HK\$50 as the second delivery fee or as the administrative fee for order amendment. Please note that additional three (3) working days for delivery might be required for any change of delivery address. If you fail or neglect for whatsoever reason to receive or collect the products and/or business support materials from Nu Skin within fourteen (14) days from the Date of Distribution, Nu Skin shall, without further reference, notice or account to you, cancel your order of such products and/or business support materials and after deducting an administrative fee equivalent to 10 percent of the purchase price, refund to you 90 percent of the purchase price less applicable bonuses. If bonuses have already been paid on such products, then Nu Skin will recoup your bonuses as set forth in Section 6.9 of Chapter 2.

## 5 Retail Sales and Customer Returns

### 5.1 Retail Sales

Products purchased from the Company may only be sold to retail customers, used for Product demonstrations, or for your own personal use. You are authorized to resell Products you purchase from the Company to retail customers. You may establish your own retail prices for Products and may keep all of the profits you earn from retailing the Products to your retail customers.

## 5.2 No Wholesaling of Products

You may not sell or distribute Products to Persons who intend to resell the Products, or have resold Products in the past. You are prohibited from selling to Persons, either directly or indirectly, who ultimately (i) resell the Products through a retail store, (ii) resell the Products over the Internet, regardless of the form of Internet distribution channel, unless it has been approved by the Company in writing, (iii) import the Products into an Unopened Market, or (iv) use any other method of distribution that violates the primary purpose of your direct selling business and that of the Company. You must take reasonable steps to ensure that Persons who purchase Products from you do not intend to violate this Section 5.2.

## 5.3 Retail Sales Receipts

You must provide Retail Sales Receipts to your customers in accordance with the following requirements:

- (a) You must provide the customer with two copies of the completed Retail Sales Receipt at the time of the sale. All blanks in the section referring to the seven-day refund policy on the back of the receipt must be completed. The Retail Sales Receipt should be completed and include the items ordered, the amount of the sale, and the customer's name, address, telephone number, the date of the sale, your name, business address, and business telephone number.
- (b) You must keep a copy of the Retail Sales Receipt for your records. You must keep copies of all Retail Sales Receipts on file for at least four years.

## 5.4 Money-back Guarantees, Customer Refunds, and Exchanges for your Retail Customers

- (a) You must offer a seven-day money-back guarantee to your retail customers. This means that you must, for any reason and upon request, give a full refund of the purchase price to the customer. The only requirement is that the customer must request the refund within seven business days of purchase and return the unused portion of Product. You must make a refund for returned Products within 10 days of the customer's request. The Company encourages you to honor your retail customers' requests for refunds or Product exchanges even if made more than seven business days after the date of retail sale. The Company supports this policy by replacing Products returned to you by your retail customers up to 30 days after the date of retail sale if you provide the retail customer a refund or Product exchange.
- (b) (Not Applicable)
- (c) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a refund, then you are responsible for, and must provide the retail customer with, a refund without any reimbursement from the Company. The Company encourages you to honor your retail customer's request for refunds even if made more than seven business days after the date of sale.

- (d) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a Product exchange, then you are responsible for the Product exchange, and the Company will only replace the exchanged Product if returned within 30 days from the date of the retail sale and the Product is defective.

## **6 Sales Compensation Plan**

### **6.1 Sales Compensation Plan**

A complete copy of the Sales Compensation Plan has been provided to you. The Sales Compensation Plan is a part of the Contract, and you are bound to its terms. The Sales Compensation Plan may be changed by the Company at any time with 30 days prior notice. A current copy of the Sales Compensation Plan may be found at [www.nuskin.com.hk](http://www.nuskin.com.hk).

### **6.2 Exceptions to Sales Compensation Plan**

The Company, in its sole discretion, has the right to hold, maintain, or promote a Brand Affiliate to any pin level in the Sales Compensation Plan without regard to fulfillment of pin level requirements, or waive any other obligation or requirement of the Sales Compensation Plan. Unless otherwise agreed in writing by the Company, the Company may terminate any exception granted pursuant to this Section 6.2 of this Chapter 2 at any time and for any reason.

### **6.3 No Compensation for Sponsoring**

You do not receive any compensation for sponsoring other Brand Affiliates. Your level of compensation will be based on your hard work, your sale of Products, and the sales of your Team.

### **6.4 No Guaranteed Income**

You are neither guaranteed a specific income nor assured any level of profit or success. Generating meaningful compensation as a Brand Affiliate requires considerable time, effort, and commitment to the business. You should operate your Brand Affiliate Account in a financially responsible and businesslike manner—you should not (i) incur debt to purchase Products or Business Support Materials and Services, (ii) quit your current employment until you are confident that you can afford to do so, and (iii) incur expenses that exceed the amount of your Bonuses. This is not a “get rich quick” program. Your profit comes only through the successful sale of Products and the sales of other Brand Affiliates within your Team.

### **6.5 Manipulation of Sales Compensation Plan**

Maintaining the integrity of the Sales Compensation Plan is of vital importance to the Company. You must abide by the terms and conditions of the Sales Compensation Plan and you may not, in any form, use false identification numbers, false names, false Brand Affiliate Accounts, buy additional Product to maintain a pin level, warehouse Products, or use any other form of manipulation that violates the terms and conditions of the Sales Compensation Plan or its spirit and intent.

## 6.6 Bonuses

In addition to the retail profits you can earn from your resale of Products, you can also receive a Bonus under the Sales Compensation Plan, subject to the following:

- (a) You may not receive any Bonuses if you are in violation of the Contract;
- (b) The requirements for receiving a Bonus and the terms for determining the amount of the Bonus may be changed by the Company at any time upon 30 days prior notice;
- (c) Bonuses may be paid by wire transfer or any other method chosen by the Company;
- (d) No interest accrues on Bonuses when the payment of such has been delayed by the Company for any reason; and
- (e) The Company will pay no Bonuses by automated transfer until the aggregate accrued Bonuses in the Velocity Account are equal to 10 US dollars (applicable for Hong Kong market) (or the equivalent amount in Hong Kong currency)/MOP\$300 (applicable for Macau market). If your Brand Affiliate Account is terminated, any unpaid accrued Bonuses under a minimum of 10 US dollar (or the equivalent amount in Hong Kong currency)/MOP\$300 (applicable for Macau market) will be forfeited.

## 6.7 Required Retail Sales; Retail Sales Verification

You are not eligible to receive a Bonus in any month in which you do not have five retail sales as required by the Sales Compensation Plan. You must retain documentation of retail sales for at least four years to verify that you have met these retail sales requirements. You must make this documentation available to the Company at the Company's request. If you cannot document the required retail sales you are in breach of the Contract. The Company may recover all Bonuses paid for orders in any month for which you cannot provide retail sales documentation. The Company regularly audits Brand Affiliate compliance with this Section. In order to protect you and the Company, you must obtain the written consent of your retail customers regarding the potential disclosure to the Company of their personal data that may be obtained as the result of a retail sale. The purposes of the disclosure may include (i) retail sales verification in accordance with these Policies and Procedures or an associated investigation, (ii) collection of aggregated general data about retail sales and the Company's customer base; and (iii) disclosure to third parties if the Company has a good faith belief that it is required to do so by law or legal process, to respond to claims, or to protect the rights of the Company. It is suggested that you procure such a written consent on your Retail Order and Receipt Form.

## 6.8 Timing

An order for Products is included in the Bonus and Brand Representative qualification computations for a given period only if received by the Company on or before the last business day of that period. If the Company places Products on backorder, Sales Volume (or if applicable, Commissionable Sales Value) for those Products will only be included in the Bonus and Brand Representative qualification computations in the period the Products are shipped.

## 6.9 Bonus Recovery

- (a) In addition to any other recovery rights provided in these Policies and Procedures, the Company has the right to require you to repay any Bonuses paid to you:
  - (i) on Products returned under the Company's refund policy;
  - (ii) on Products returned in relation to any incident of Brand Affiliate misconduct;
  - (iii) (Not Applicable);
  - (iv) that were mistakenly paid by the Company; or
  - (v) in the event you violate the provisions of Section 6.5 of this Chapter 2, in addition to any other remedies available to the company, the Company shall have the right to adjust your pin level and recalculate your Bonuses for the period in which such activities occurred by disregarding the volume from Products that were returned, that were purchased in order to maintain Brand Representative pin levels, or any other activity that violate Section 6.5 of this Chapter 2. You must repay any Bonuses that were paid to you in excess of the adjusted Bonus that is calculated by the Company as set forth above.
- (b) If you are obligated to repay any Bonuses to the Company, the Company will have the right to recover such amount by (i) requiring a direct payment of the amount from you, or (ii) withholding the amount from your present or future Bonus payments.
- (c) Extension of the Company's refund policy, whether required by applicable law, or instances in which Brand Affiliate misconduct, misrepresentation, or other extenuating circumstances necessitates a Company refund in excess of its stated refund policy, will be considered on a case-by-case basis. In the event the Company is required to make a refund that exceeds the terms of its refund policy, the Company may recoup Bonuses paid to you on those Products as well.

## 6.10 Payment Corrections

It is your duty to make sure that the Bonuses paid to you are correct. If you discover an error in your payment you must notify the Company within 90 days after the receipt of your Bonus. If you fail to notify the Company of any errors or disputes with respect to a Bonus payment within this 90 day period, you will be deemed to have accepted the payment as full and complete payment of any Bonuses earned during such Bonus period and you will have no further right to dispute the Bonus payment or seek payment of any additional Bonus.

# 7 Product Liability Claims and Indemnification

## 7.1 Indemnification

In the event of a product liability claim brought against you by a third party for a defective Product or for injury from use of a Product, the Company will indemnify and defend you from such claims, subject to the limitations described in Section 7.2 of this Chapter 2.



## **7.2 Requirements for Indemnification**

In order to be indemnified, you must notify the Company of the claim in writing within 10 days of your receiving notice of the claim. The Company has no obligation to indemnify you if you have (a) violated the Contract; (b) repackaged, altered or misused the Product, or made claims or given instructions about the Product's safety, uses or benefits which are not included in the Company's current approved literature, warnings, or Product labels; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon you allowing the Company to assume the sole defense of the claim.

## **7.3 Indemnification by You**

You agree to indemnify the Company from any claim by a third party that arises directly or indirectly because you have (a) violated the Contract; or (b) repackaged, altered or misused the Product, or made claims or given instructions about the Product's safety, uses or benefits which are not included in the Company's current approved literature, warnings, or Product labels.

## **8 Sales Tax**

(Not Applicable)

## **9 Associating Other Organizations with the Company**

The Company's business opportunity is not based on race, gender, beliefs, or political affiliations. When you are training your Team, selling Products or promoting the business opportunity, you may not promote, advocate, sell, or include literature, books, or other material that promotes any other organization or individual, whether religious, political, business, or social, or that implies any association between the Company and any other organization. Company and Brand Affiliate meetings, calls or any other functions may not be used as a forum to promote or express personal beliefs, other organizations, companies, events, or individuals.

# Chapter 3 Advertising

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## 1 Business Support Materials and Trademark Use

### 1.1 Use of Business Support Materials

Subject to the exception in Section 4 of this Chapter regarding Executive Brand Director Business Support Materials, you may only use Business Support Materials that have been produced and distributed by the Company for the promotion of the business, the Products and the Sales Compensation Plan, and you may not prepare or use your own Business Support Materials. In addition, because laws and regulations differ from market to market, you may only use Business Support Materials that have been specifically approved for use in that Authorized Market.

### 1.2 Use of Trademarks and Copyrights

- (a) Use of Company Trademarks and Copyrights. The Company's trademarks and copyrights are valuable assets of the Company and the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or its Brand Affiliates. You may not use the Company's trademarks, copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company's trademarks or copyrights in any Business Support Materials or other medium.
- (b) Damages. You are liable to the Company for any damages arising out of your misuse of the Company's trade names, trademarks, copyrights and other intellectual property rights, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company.

## 2 Product Claims

### 2.1 General Limitation

You may only make the specific Product related claims and representations published in the Company's Business Support Materials, and Company literature, and that have been approved by the Company for use in Business Support Materials in the Authorized Market where you are making the claims.

### 2.2 No Medical Claims

You may not make medical claims, or state or imply that any Product is formulated, designed or approved by the Company or any regulatory authority to treat any disease or medical condition. These representations imply that the Products are drugs rather than cosmetics or nutritionals. You also may not compare Products to drugs, or make drug or medical claims. Any such representations, claims or comparisons by you may result in your personal liability.

## 2.3 No FDA or Other Regulatory Approved Claims

Except for the Products which have been registered in any other regulatory authority of the Authorized Market, and the product claims you made are true and strictly comply with the law of such Authorized Market, otherwise you should not, personally or through any third party, state or imply that any Product is registered or approved by the United States Food and Drug Administration (“FDA”) or any other regulatory authority, including the regulatory authorities of other markets. The FDA and the regulatory authorities of local government does not require or grant specific approval for the individual cosmetic or nutritional Products that the Company sells. If any Product is registered or approved by the Ministry of Health of Taiwan, you may make such product claims with respect to the registered or approved Product that are within the scope of functions as approved by the Ministry of Health.

Otherwise, when making Product benefit claims or giving personal testimonials regarding nutritional Products that are “structure/function” claims, the claim or testimonial must be accompanied by the following disclaimer:

“These statements have not been evaluated by the U.S. Food and Drug Administration or any other local authority. This product is not intended to diagnose, treat, cure, or prevent any disease.”

“Structure/function” claims describe the role of a nutrient or dietary ingredient intended to affect normal structure or function in humans, for example, “calcium builds strong bones”. They are not pre-approved by the FDA or any other local authority but must be truthful and not misleading.

## 2.4 Before and After Photographs

Only those pictures and videos that have been approved by the Company may be used to demonstrate Product benefits.

## 2.5 Modifications to Product Packaging

You may not modify any packaging, labels, literature or instructions for use for any Product. You may not give instructions to use a Product in any way not described in the Company’s current approved literature. Any such modifications or instructions by you may result in your personal liability.

# 3 Income Claims

## 3.1 No Misleading Income Claims

It is important that all Brand Affiliates are fully informed and have realistic expectations concerning the income opportunity associated with being a Brand Affiliate. To help make sure all Brand Affiliates have realistic expectations, you must comply with the provisions of this Section 3 in all aspects of your business activities. Most importantly, you may not make any claims, specific or implied, regarding the income opportunity that are false or misleading, including income guarantees of any kind. You may not exhibit actual or facsimile Bonus checks or other Bonus payment records.

### 3.2 Requirements for Lifestyle and Income Claims

You may only make lifestyle claims (e.g., my Nu Skin business allowed me to buy a boat, quit my job, purchase a new home, etc.) or claims regarding the level of Bonuses or income associated with your Nu Skin business if the following conditions are met:

- (a) The information must be accurate and not misleading;
- (b) The information must be based on your experience and actual compensation level, or the experience and income level of Brand Affiliates in your immediate upline or Brand Affiliates on your Team, or be consistent with information in Company or Executive Brand Director Business Support Materials;
- (c) The compensation claim must be stated in a monthly or annual amount and the actual percentage of Brand Affiliates earning that amount;
- (d) You must simultaneously disclose in immediate proximity to the compensation claim, the most recent Brand Affiliate Compensation Summary;
- (e) You may not make any claim regarding the amount of time required to reach specific compensation levels without prior written approval from the Company;
- (f) If you make claims regarding “income” or “profit” rather than “bonuses” or “compensation” you must either net out the expenses you incurred in generating such income or disclose the amount of expenses that you incurred in generating such income; and
- (g) If you make claims regarding Bonus levels you must note that such amounts are gross amounts before the deduction of expenses associated with doing the business.

## 4 Executive Brand Director Produced Business Support Materials

### 4.1 Executive Brand Director Business Support Materials

In order to protect the integrity of the Network and to ensure that Business Support Materials and Services are only produced, utilized and distributed by Brand Affiliates with significant experience and knowledge relating to the Company and its Products, only Executive Brand Directors may produce, utilize and distribute their own Business Support Materials and Services. Executive Brand Directors may produce Business Support Materials and Services for their own use and for use by other Brand Affiliates only if they comply with the terms of these Policies and Procedures, including, without limitation, the provisions of Sections 2, 3, 4.3, and 4.4 of this Chapter 3 and Addendum B. Executive Brand Director Business Support Materials and Services may only be used in the specific Authorized Markets in which they have been registered. For purposes of this Chapter 3, Executive Brand Directors are those Brand Affiliates that: (i) currently enjoy active status as an Executive Brand Director, (ii) have been an Executive Brand Director for a minimum of three months, and (iii) are not in material breach of the Contract.

### 4.2 No Endorsement or Approval by Company

Although the Company allows Executive Brand Directors to produce, utilize and distribute Executive Brand Director Business Support Materials and Services for use by other Brand Affiliates, you need to be aware that these Executive Brand Director Business Support Materials and Services are independently

produced by Executive Brand Directors and are not produced, endorsed, recommended or approved by the Company. If you elect to purchase or use Executive Brand Director Business Support Materials and Services, the Company (i) has no responsibility or obligation to you regarding refunds and exchanges, and (ii) does not guarantee that the Executive Brand Director Business Support Materials and Services comply with all applicable laws and regulatory requirements. Moreover, the purchase of such materials is not required and there can be no guarantee that such Executive Brand Director Business Support Materials and Services will contribute meaningfully to your business. You should evaluate the purchase of Business Support Materials carefully. You should not spend more on such Executive Brand Director Business Support Materials and Services than can be supported by your current level of Bonuses under the Sales Compensation Plan.

### **4.3 License Agreement for Business Support Materials**

An Executive Brand Director must execute and submit to the Company a License Agreement prior to producing any Executive Brand Director Business Support Materials and Services. The License Agreement is for a term of two-years and must be renewed if you want to continue to produce and use your Executive Brand Director Business Support Materials and Services. The License Agreement grants you the right to use certain Company trademarks and trade names, and sets forth the terms and conditions you must agree to abide by in order to produce Business Support Materials and Services and utilize the Company's trademarks.

### **4.4 Registration of Executive Brand Director Business Support Materials and Services**

Prior to using or distributing any Executive Brand Director Business Support Materials and Services, an Executive Brand Director must register such Executive Brand Director Business Support Materials and Services with the Company and receive a Notice of Registration from the Company with respect to such Executive Brand Director Business Support Materials and Services as set forth in Addendum B to these Policies and Procedures.

### **4.5 Sales by Executive Brand Directors; Purpose**

Executive Brand Directors who sell Executive Brand Director Business Support Materials and Services to other Brand Affiliates must comply with these Policies and Procedures and the provisions of Addendum B to these Policies and Procedures. Executive Brand Director Business Support Materials and Services may be sold only for the purpose of promoting Products and the Company's business and for assisting, training, and motivating other Brand Affiliates in their promotion of the Products and the Company's business.

### **4.6 Brand Affiliate Organizations**

Brand Affiliate Organizations offering formal materials, training, website subscriptions, Business Support Materials and Services, or other business promotion tools may only be formed by Executive Brand Directors. Brand Affiliate Organizations must comply with the Company's written guidelines governing the operation of a Brand Affiliate Organization. The Executive Brand Director, who is the primary organizer of the Brand Affiliate Organization, (i) must notify the Company in writing of the formation of

a Brand Affiliate Organization, and (ii) is responsible for ensuring the Brand Affiliate Organization's compliance with the guidelines.

## 5 Mass Media; General Advertising

### 5.1 Promotions Utilizing Mass Media Prohibited

You may not use any form of media or other mass communication advertising to promote the Products, including mass communication advertising on the Internet. This includes news stories or promotional pieces on TV shows, newscasts, entertainment shows, internet ads, etc. Products may be promoted only by personal contact or by literature produced and distributed by the Company or by Brand Affiliates in accordance with these Policies and Procedures. You may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with the Policies and Procedures of the Company.

### 5.2 Media Interviews

You may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized, in writing, by the Company. This includes private, paid membership, or "closed group" publications. You may not speak to the media on the Company's behalf, and may not represent that you have been authorized by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to Nu Skin Hong Kong (applicable to Hong Kong Brand Affiliate) by calling (852) 2837 7700 or Nu Skin Macau (applicable to Macau Brand Affiliate) at (853) 2870 3655.

### 5.3 Phone Book Advertising

In order to advertise in the yellow pages or list your name in any locally circulated directory in your area or via an internet telephone directory, you must have previously attained and currently enjoy active status as an Executive Brand Partner-level or above, at the time the agreement for that listing is signed.

- The advertisement is to be limited to two lines containing the words "Pharmanex (or "Nu Skin") Independent Brand Affiliate, John Doe (your name)," and a telephone number. Neither bold print nor display advertisements are allowed. The advertisement must be in the Brand Affiliate's name only.
- The advertisement must be placed under the category of "Nutrition" or another Company approved category.

### 5.4 Distributing Promotional Materials

All promotional materials, including, but not limited to, flyers, business cards, and Executive Brand Director Business Support Materials registered in accordance with Addendum B of these Policies and Procedures, may be distributed through personal contact only. Promotional material may not be posted in public places, mass mailed or faxed, placed on parked cars, put in mail boxes, or disseminated by any other non-personal contact means.

## **6 Retail Store, Trade Show, and Service Establishment Sales Policy**

### **6.1 Retail Stores**

You may not sell Products and/or promote the Company's business opportunity through retail stores such as health food stores, grocery stores, and other such establishments. You are also prohibited from selling to any Person who will ultimately sell the Products through retail stores as set forth in Section 5.2 of Chapter 2. You may, with the prior consent of a retail establishment, place Company-produced Advertising Material and/or Personalized Advertising Material within the establishment. However, all Advertising Material must be contained within one Company-produced brochure holder. Furthermore, the brochure holder and Advertising Material must not be visible to the general public in a manner as to attract the general public into the retail establishment.

### **6.2 Trade Show Booths**

You may not sell any Products of the Company or promote the Company's opportunity at flea markets, swap meets, bazaars, supermarkets, exercise clubs, athletic leagues and games, malls or any other similar gatherings where the opportunity or Products may be displayed.

### **6.3 Service Establishments**

If you own or are employed by a service-related establishment, you may provide the Company's Products to customers through this establishment as long as you are providing proper prescreening and ongoing support to your customers as called for by the Contract. In any event, no Product banners, or other Advertising Material may be displayed visibly to the general public in a manner as to attract the general public into the establishment to purchase Products.

- (a) A service-related establishment is one whose revenue is earned primarily by providing personal service rather than by selling products and whose use by customers is controlled by membership or appointment.
- (b) Brand Affiliates may only sell Products through service-related establishment that provide services related to the Products. For example, Pharmanex Products may be sold through the offices of doctors and other healthcare professionals, health clubs, or gymnasiums. Nu Skin Products may be sold through barber shops, beauty salons, nail boutiques, or tanning centers.

### **6.4 The Company's Right of Final Determination**

The Company reserves the right, in its sole discretion, to make a final determination as to whether an establishment is service-related or is a proper place for the sale of the Products.

## **7 Internet**

### **7.1 Use of the Internet in Brand Affiliate Business**

You may use the Internet to promote the Company, including its Products, only if such use is specifically authorized by Sections 7.2 or 7.3 of these Policies and Procedures and is in compliance with all of the

provisions of these Policies and Procedures including Sections 2, 3, 4 and 5 of this Chapter 3, as well as all applicable laws and regulations. All other uses of the Internet to promote the Company or its Products or its Sales Compensation Plan are prohibited.

## 7.2 Permitted Internet Activities

All Brand Affiliates may utilize the Internet as follows:

- (a) You are allowed to utilize Company produced Brand Affiliate websites.
- (b) You may use generic (i) business opportunity websites, (ii) splash pages, or (iii) social media with links to Company websites. These generic pages may not contain the Company's trademarks or other copyrighted material and may not contain information on the Company, its Products or its business, or pictures of Products or corporate facilities/personnel. They also must not contain any false or misleading information.
- (c) You may use the internet, including social networking sites, blogs, social media and applications, and other sites that have content that is based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, Twitter, Flickr etc.) to (1) communicate preliminary information about the Company or your involvement with the Company, (2) direct users to a Company Internet Marketing Site or a registered Executive Brand Director Internet Marketing Site and (3) post Company produced Business Support Materials that have been approved by the Company for posting on personal blogs or social networking sites; provided, however, that such communication and use must be (i) incidental to the primary use of such forum, site, blog, board, wiki or podcast or other form of internet use, and (ii) may not be an Internet Marketing Site. As set forth in Section 7.3 of this Chapter, only Executive Brand Directors may maintain an Internet Marketing Site. The Company has the right to make the determination, in its sole discretion, whether your use of the Internet is permitted under this section or whether such use is a prohibited Internet Marketing Site. In case of a violation, in addition to taking disciplinary action against you in accordance with Chapter 6 of these Policies and Procedures, the Company may require you to immediately remove any information or marketing site that is in violation of Company policies.

### Examples of Permitted Uses by Non-Executive Brand Directors

If you maintain a personal Facebook page where you post a variety of information, you could post information that that you are a Nu Skin Brand Affiliate, information about Nu Skin events you have participated in, and preliminary information about Nu Skin, and direct readers to a Company Internet Marketing Site or an approved Executive Brand Director Internet Marketing Site for more information.

If you maintain a personal blog or social network site, you may blog in a particular post that you are a Brand Affiliate of ageLOC products, and that others can sign up as Brand Affiliates, and to contact you if they are interested in discussing the business with you.



### Examples of Non-Permitted Uses by Non-Executive Brand Directors

A Facebook page that is primarily devoted to Nu Skin, that includes posted marketing materials such as videos or before and after photos, or if it is a fan page or similar page that utilizes the Company's trademarks, would be considered an Internet Marketing Site, and would be a violation of policy for non-Executive Brand Directors.

A blog or social network site that is primarily about the Products or opportunity, i.e., that is the focus of your postings and discussions, that is titled with a Nu Skin trademark or slogan, or utilizes marketing content, would be an Internet Marketing Site, and would be a violation of policy for non-Executive Brand Directors.

The foregoing examples are provided for illustration purposes only, and are not intended as an exhaustive list of permitted or non-permitted uses of the Internet or the conditions or factors the Company will consider in determining whether any particular use of the internet is an Internet Marketing Site.

### 7.3 Executive Brand Director Internet Marketing Site

In order to protect the integrity of the Network and to ensure that marketing content on the internet is only created and posted by Brand Affiliates with significant experience and knowledge relating to the Company and its Products, only Executive Brand Directors (as defined in Section 4.1 of this Chapter 3) may create or maintain an Internet Marketing Site. Such Internet Marketing Sites shall be considered Business Support Materials and Services and shall be subject to Sections 4 and 5 of this Chapter 3. In addition to the requirements set forth in Section 4 of these Policies and Procedures with respect to Executive Brand Director Business Support Materials and Services, Executive Brand Director Internet Marketing Sites are subject to the following rules:

- (a) You must have submitted an Application for Registration for the location of any Executive Brand Director Internet Marketing Site and received a Notice of Registration for such Executive Brand Director Internet Marketing Site;
- (b) You must notify the Company immediately if posting any information on the Executive Brand Director Internet Marketing Site that relates to the Company, its Products, or the opportunity/Sales Compensation Plan that has not been previously registered with the Company;
- (c) Downloadable materials such as PDFs, videos, pictures, PowerPoint presentations and other files are considered separate Business Support Materials and you must register them with the Company and receive a Notice of Registration before posting them on your Executive Brand Director Internet Marketing Site;
- (d) Any income claims posted on an Executive Brand Director Internet Marketing Site must include the most recent version of the Company's Brand Affiliate compensation summary, and must comply with all rules regarding earning claims under Section 3 of this Chapter 3 of the Policies and Procedures;
- (e) Your Executive Brand Director Internet Marketing Sites may not contain more than fifty (50)

pages, in the aggregate, without the written consent of the Company. You must provide the Company with any usernames or passwords as may be necessary to access all portions of the Executive Brand Director Internet Marketing Site; and

- (f) If the Company notifies you to remove or delete any information from your Executive Brand Director Internet Marketing Site, or to make any modifications or add additional information such as income disclaimers, you must make the requested changes within 24 hours (or a shorter period as the Company may require in its sole discretion) or shut down the Executive Brand Director Internet Marketing Site until such changes have been made.

## 7.4 Additional Restrictions on Internet Use

All Brand Affiliate websites, whether Executive Brand Director Internet Marketing Sites or Company produced Brand Affiliate websites, and any other form of internet use allowed by these Policies and Procedures, including internet video and audio, social media, and other sites that have content based on user participation and user generated content must comply with the following rules:

- (a) You may not use or distribute replicating websites except Company produced replicating web sites;
- (b) You may not include any Company or third party intellectual property or proprietary information in the unique domain names/URL or meta-tags of your websites, on or in any other form of internet use, including but not limited to, tags, links, blog names, social networking sites, social media and applications, and other sites that have content based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, YouTube, Twitter, Wikipedia, Flickr), or as “wallpaper”;
- (c) You may not register your website(s) with search engines or web directories using any Company or third-party owned intellectual property or any proprietary information (e.g., trademarks, trade names, trade secrets, and copyrighted material) without written permission from the owner;
- (d) You may not use sponsored links or pay for placement advertising with internet search engines and web directories;
- (e) You may promote your websites or pages through one-on-one personal contact only; and
- (f) You may provide links to your website or pages only from other websites that have been registered with the Company.

## 7.5 Internet Video and Audio

You are prohibited from posting any video or audio content created by, produced by, belonging to or relating to (i) the Company, its Products, Sales Compensation Plan or Brand Affiliates, or (ii) you or any third party, on any website unless you have received prior written authorization from the Company or such posting is specifically permitted by this Section 7.5 of this Chapter 3. This prohibition includes, but is not limited to, video or audio recordings of Company personnel or Company or Brand Affiliate sponsored events, meetings, training, or sales presentations. As an exception to this rule, Executive Brand Directors may post Company produced audio and video presentations, specifically authorized by the Company for internet posting by Executive Brand Directors, on their Internet Marketing Sites as well

as audio and video presentations that have been registered with the Company and for which a Notice of Registration has been issued.

## **7.6 Internet Selling**

Products may be sold on the internet only through Company websites and may not be sold through Brand Affiliate websites of any kind or any other form of internet use, including internet video and audio, social networking sites, social media and applications, and other sites that have content based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, YouTube, Twitter, Wikipedia, Flickr). Executive Brand Director Internet Marketing Sites may link to Company websites. This prohibition on internet selling includes, but is not limited to, internet auction and classified advertising websites such as ebay.com or craigslist.org.

## **7.7 Spam**

You must comply with all laws regarding the sending of email messages and it is your duty to become and remain informed about the requirements of these laws. You are prohibited from sending unsolicited email regarding your website or Brand Affiliate Account to individuals who have not specifically requested information regarding the Company's business opportunity or Products. In the event an individual who has formerly agreed to receive email information concerning the business opportunity and/or Products later requests that you cease sending the individual email, you must honor this request immediately.

# **8 Lead Generation Services; No Speaking Fees**

## **8.1 Lead Generation Services**

Before you sell, purchase, or use any lead in the promotion of the business, you must verify that the lead has been properly obtained and is legal for use in the area where you are contacting the identified lead. This includes but is not limited to ensuring the lead's compliance with "Do Not Call" lists in the country, region, or state where the lead's address is located. Any violation of laws related to leads is the sole responsibility of the persons providing and contacting the leads. The person committing the violation must indemnify the Company for any costs or damages arising from regulatory or personal challenges to the use of the lead.

## **8.2 No Speaking Fees; Meetings**

You may not charge a fee to speak at any Brand Affiliate meeting. However, you may be reimbursed for your reasonable out-of-pocket expenses (e.g., travel, hotel, meals) that you incur in attending and speaking at a meeting. In the event you are putting on a meeting or other function, you may charge a fee to Brand Affiliates attending the meeting or other function, but such fee must not be more than is necessary to cover the costs of such meeting or other function.

## **9 No Recording of Company Events or Employees**

You may record any Company sponsored event, or any speech or other presentation made by an employee or other representative of the Company at any meeting, event or otherwise if it is only for your own private use, and is not posted, distributed, copied or broadcast in any format or media, and is not shown to any other Brand Affiliates, prospective Brand Affiliates or customers regardless of the setting. Except for recordings for private use as described in this Section 9, you may not record any Company sponsored event, record any speech or other presentation made by an employee or other representative of the Company at any meeting, event, or otherwise without the prior written consent of the Company.

# Chapter 4      Sponsoring

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## **1      Becoming a Sponsor**

### **1.1      Requirements**

You may only act as a Sponsor if you meet all the requirements and accept all the responsibilities described in the Contract.

### **1.2      The Placement of New Brand Affiliates**

You may refer Persons to become Brand Affiliates of the Company by having them submit a Brand Affiliate Agreement to the Company. Upon acceptance by the Company of the Brand Affiliate Agreement form, applicants are placed directly below the Sponsor listed on the Brand Affiliate Agreement. Although a newly sponsored Brand Affiliate may be referred to as part of your Team, this does not create in you any form of ownership interest in that Brand Affiliate Account or with respect to any information regarding that Brand Affiliate Account. All Brand Affiliates are part of the Network, and the Network and any information regarding the Network are an asset that is owned solely by the Company and not the Sponsor.

### **1.3      Business Portfolio**

Upon registering with the Company, a link to the Digital Business Portfolio is provided for free. There is no financial requirement to become a Brand Affiliate. The Business Portfolio does not generate a Bonus.

### **1.4      Distribution of Company Leads**

When the Company receives inquiries from individuals concerning the Company's Products or business opportunity, the Company refers these individuals to Brand Affiliates according to its discretion.

## **2      Responsibilities of a Sponsor**

### **2.1      Training of Your Team**

You must supervise, train, support, and have on-going communication with (i) any Brand Affiliate that you sponsor, and (ii) your Team in a manner consistent with the terms of the Contract. Your responsibilities include, but are not limited to:

- (a)      Provide regular retail sales and organizational training, guidance, and encouragement to your Team;
- (b)      Exercise your best efforts to make sure that all Brand Affiliates in your Team properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;
- (c)      Intervene in any disputes arising between a customer and any of your Team and attempt to resolve the disputes promptly and amicably;

- (d) Maintain contact with your Team and be available to answer questions;
- (e) Provide training to ensure that the Product sales and opportunity meetings conducted by your Team are conducted in accordance with the Contract, current Company literature, and in accordance with any applicable laws, ordinances, and regulations;
- (f) Monitor the activities of those you personally sponsor and those in your Team and work in good faith with the Company to prevent the violation of these Policies and Procedures and manipulation of the Sales Compensation Plan;
- (g) Supervise and assist your Team's efforts to sell the Company's Products to retail customers; and
- (h) Cooperate with the Company regarding investigations of your Team, and, upon request from the Company, provide all relevant information pertaining to any investigation.

2.1.1 If a Brand Affiliate is determined by the Company that he/she has violated any terms of the Contract (including but not limited to Sections 6 and 7 of Chapter 3 of these Policies and Procedures) and is therefore subject to the enforcement actions of the Company, the Company **has the right**, in its sole discretion, to recover from his/her upline Brand Affiliates who have earned Bonuses or other benefits arising from such violation, such Bonuses or other benefits (including but not limited to recovering the original benefits, recovering the price, offsetting directly the Bonuses or benefits etc. which such upline Brand Affiliates should have been entitled to receive), in such way as it deems appropriate, and at the same time to impose disciplinary actions on such upline Brand Affiliates.

## 2.2 Line Switching

You may not encourage, entice, or otherwise assist another Brand Affiliate to transfer to a different Sponsor. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Brand Affiliates. This prohibition includes, but is not limited to, offering financial or other tangible incentives for another Brand Affiliate to terminate an existing Brand Affiliate Account and then re-sign under a different Sponsor. You agree that a violation of this rule inflicts irreparable harm on the Company and agree that injunctive relief is an appropriate remedy to prevent that harm. The Company may also impose penalties on any Brand Affiliate Account that solicits or entices an existing Brand Affiliate to change lines of sponsorship.

## 2.3 No Purchase of Products or Business Support Materials and Services Required

There is no required purchase to become a Brand Affiliate. You may not require any Brand Affiliate or prospective Brand Affiliate to purchase any Products, or any Business Support Materials and Services, or imply that any such purchase is required.

## 2.4 Correct Information on Company Forms

You may not encourage or assist any Brand Affiliate or prospective Brand Affiliate to provide false or inaccurate information in their Brand Affiliate Agreement or any other Company form.

## 2.5 Your Team's Communication with the Company

You may not discourage, attempt to prevent or prevent, for any reason, any Brand Affiliate from directly contacting the Company, or the Company from directly contacting any Brand Affiliate. It is your duty to facilitate communication between any Brand Affiliate in your Team and the Company at the request of a Brand Affiliate in your Team or at the request of the Company.

## 3 International Business

### 3.1 International Business

Subject to the Contract, you may conduct business activity as a Brand Affiliate in any Authorized Market. If the market is an Unopened Market, then you are limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including you, does not exceed five. You may not use flyers, cold calling, mass emailing, advertising or mass soliciting of any kind in order to promote attendance at these meetings. In Unopened Markets you may not:

- (a) Import or facilitate the importation of, sell, gift, or distribute in any manner, Company Products or Product samples;
- (b) Place any type of advertisement or distribute any promotional materials regarding the Company, its Products or the opportunity, except for any Company Approved Business Support Materials that the Company may have specifically authorized for distribution in a designated Unopened Market;
- (c) Solicit or negotiate any agreement for the purpose of committing a citizen or resident of an Unopened Market to the opportunity, a specific Sponsor or specific line of sponsorship. Furthermore, Brand Affiliates may not sign up citizens or residents of Unopened Markets in an Authorized Market or by using Brand Affiliate Agreement forms from an Authorized Market, unless the citizen or resident of the Unopened Market has, at the time of sign up, permanent residence and the legal authorization to work in the Authorized Market. It is the Sponsor's responsibility to ensure compliance with residency and work authorization requirements. Membership or participation in, or ownership of a corporation, partnership or other legal entity in an Authorized Market does not by itself fulfill the residency or legal authorization to work requirements. If a Participant in a Brand Affiliate Account fails to provide verification of residency and work authorization when requested by the Company, the Company may, at its election, declare a Brand Affiliate Agreement void from its inception;
- (d) Accept money or other consideration, or be involved in any financial transaction with any prospective Brand Affiliate either personally or through an agent, for purposes relating to the Company's Products or the opportunity, including renting, leasing or purchasing facilities for the purpose of promoting or conducting Company-related business, or
- (e) Promote, facilitate or conduct any type of activity which exceeds the limitations set forth in these Policies and Procedures or which the Company, in its sole discretion, deems to be contradictory to the Company's business or ethical interests in international expansion.

### 3.2 Meetings in an Authorized Market with Attendees from an Unopened Market

If you have a meeting in an Authorized Market with people who are visiting from an Unopened Market, those people visiting from the Unopened Market are subject to all the restrictions that arise out of their residence or citizenship in an Unopened Market. This means, among other things, that they may not submit a Brand Affiliate Agreement to become Brand Affiliates or purchase Product for import (including for personal use).

### 3.3 The International Sponsor Agreement

If you wish to conduct business in an Authorized Market that is not your Resident Market, you must comply with all applicable laws of that specific Authorized Market, including but not limited to, all immigration, visa, and registration requirements. In addition, prior to conducting any Business Activity in an Authorized Market that is not your Resident Market, you must sign an International Sponsor Agreement if you did not already sign one when you submitted your Brand Affiliate Agreement. The Company, in its sole discretion, reserves the right to reject or revoke your authorization as an International Sponsor in any Authorized Market. When you sign an International Sponsor Agreement; the Company grants to you the right to sponsor new Brand Affiliates in an Authorized Market other than your Resident Market. The International Sponsor Agreement does not grant to you the right to market Products in any Authorized Market other than your Resident Market.

### 3.4 Mainland China

The Company's business model in Mainland China is different from the business model used in any other market. Mainland China is not an Authorized Market and before conducting business there you must know and comply with all the current rules and conditions that the Company has in place for operating in Mainland China.

### 3.5 Express Prohibition of Pre-Marketing in Certain Markets

The Company reserves the right to designate certain markets wherein all pre-marketing conduct is expressly prohibited. It is your responsibility, prior to each instance of conducting pre-market opening activities in an Unopened Market, to verify through current contact with the Company that the market in which you plan to conduct those activities is not a prohibited market.

### 3.6 Remedies

In addition to other remedies allowed by the Contract, if you fail to comply with any provision of Section 3 in this Chapter 4, you may be prohibited from participating in the affected international market for a period deemed appropriate by the Company and may be subject to the remedies set forth in Chapter 6. This prohibition could include, but is not limited to the following: restricting your right to sponsor new Brand Affiliates in the affected international market; prohibiting the payment of Bonuses to you and your upline on volume you have generated by your Team in the respective international market. In all markets, for a period of up to one year, you may not be entitled to privileges traditionally afforded Brand Affiliates such as recognition at corporate events or in corporate literature.



### **3.7 Petition for Permission to Participate**

If you have been unable to participate in a market because of non-compliance with Section 3 of this Chapter 4, you must petition the Company in writing for written permission to participate in the market after the period of prohibition has passed.

### **3.8 No Waiver**

The provisions of Section 3 of this Chapter 4 do not waive the Company's rights as set forth elsewhere in these Policies and Procedures or in the Contract.

# Chapter 5 Restrictive Covenants

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## 1 Ownership of Network

You acknowledge and agree that: (i) the Network is protected as a valuable, proprietary, trade secret asset that is owned by the Company; (ii) the Network has been developed for the exclusive benefit of the Company and Brand Affiliates as they promote authorized business activities and Products of the Company through the Network; (iii) the protection of the Network is fundamental to the ongoing success of both the Company and its Brand Affiliates; and (iv) a violation of your obligations under this Chapter 5 inflicts irreparable harm to the Network, to the Company and to fellow Brand Affiliates. Based on the foregoing, you agree that the breach of your obligations under Chapter 5 of these Policies and Procedures would constitute an unwarranted and unreasonable interference with the contractual relationship between the Company, its Brand Affiliates and customers, and damage the competitive business interest and integrity of the Company and Network.

## 2 Restrictive Covenants

### 2.1 Non-Solicitation

- (a) **Sale of Third-Party Products and Services.** You may not, in any manner, directly or indirectly, promote, market or sell the products or services of another Business Entity or Individual to the Network unless you have a pre-existing business relationship with that Brand Affiliate prior to that person becoming a Brand Affiliate. For example, if you own a hair salon, and as a Brand Affiliate you sponsor one of your customers, who then becomes a Brand Affiliate, then you may continue selling your customer your services and hair products from your salon. Notwithstanding the foregoing, you may not offer third-party products, services or opportunities in conjunction with the sale of Products, or package third-party products, services or opportunities with Products, or offer or promote third-party products, services or opportunities at Company or Brand Affiliate meetings, calls or any other Company-related functions without the prior written consent of the Company.
- (b) **Recruit to another Direct Sales Company.** You may not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Brand Affiliate or customer, to (i) form a relationship with, (ii) promote, sell or purchase the products or services of, (iii) participate as a salesperson of, (iv) or otherwise associate with, a Direct Sales Company, or encourage any Brand Affiliate or customer to do so or to terminate their relationship with the Company.
- (c) **Survival of Obligation.** Your obligations under this Subsection survive for a period of two years from the date of your resignation, termination, transfer or other change in ownership status of your Brand Affiliate Account.
- (d) **Injunctive Relief.** In addition to other compensatory damage awards to the Company,

temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to the Network and the Company.

## 2.2 Exclusivity

- (a) You acknowledge and agree that a Brand Affiliate or Brand Affiliate Account, and any Person who has a Beneficial Interest in the Brand Affiliate Account (including spouses and Co-habitants), which has achieved the pin level of Executive Brand Partner or higher, is being compensated, publicly recognized and otherwise promoted by the Company as a key Brand Representative. As a Brand Affiliate with an Executive Brand Partner or higher pin level, you are reasonably expected to exclusively sell Company Products, train Brand Affiliates in your Team, and promote the Company's business. Therefore, as a condition to receiving ongoing Leading Bonus compensation on Brand Representative Levels 3 through 6 on your Team, and recognition as an Executive Brand Partner-level or higher at Company events, you may not be engaged in any Business Development Activity for any other Direct Sales Company.
- (b) If you engage in Business Development Activity for any other Direct Sales Company while you are a Brand Affiliate with a pin level of Executive Brand Partner or higher, then your Brand Affiliate Account will not be eligible to receive any Leading Bonus on levels 3 to 6 on your Team during any period in which you, your spouse, your Co-habitant, or any Person with a Beneficial Interest in your Brand Affiliate Account, (i) engage in any Business Development Activity, or (ii) maintain a Beneficial Interest in any form with respect to such Direct Sales Company, regardless of the number of Brand Representatives on your first level or other qualifications for payment on levels 3 to 6.
- (c) Within 5 business days of the first engagement in any Business Development Activity for any other Direct Sales Company, you agree to notify the Company that you, your spouse, your Co-habitant, or any Person with a Beneficial Interest in your Brand Affiliate Account, is engaged in such Business Development Activity. You further agree that upon engaging in such Business Development Activity, you will no longer be eligible to receive Leading Bonuses on Brand Representative Levels 3 through 6 as set forth in the preceding paragraph. You further agree that you (i) will be liable to refund to the Company any such Leading Bonuses paid to you during any period following your engagement in any such Business Development Activity whether or not you provide the notice to the Company as required by this paragraph (c), and (ii) the Company will have the right to recover any such amount by offsetting such liability against any other Bonuses, past, present or future, that may be payable to you under the Sales Compensation Plan. Failure to notify the Company of your engagement in any Business Development Activity for any other Direct Sales Company will be considered a violation of these Policies and Procedures and may result in other action being taken by the Company, including termination of your Brand Affiliate Account.

## 2.3 Confidential Information

As a result of your position as a Brand Affiliate, you have access to Confidential Information that you acknowledge to be proprietary, highly sensitive and valuable to the Company's business, which

information is available to you solely and exclusively for purposes of furthering the sale of Company Products and prospecting, training and sponsoring third parties who wish to become Brand Affiliates, and to further build and promote your business. You and the Company agree and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make Confidential Information available to you. During any term of the Brand Affiliate Agreement, and for a period of four years after the termination or expiration of the Brand Affiliate Agreement, you will not, for any reason, on your own behalf, or on behalf of any other Person:

- Disclose any Confidential Information related to or contained in the Network to any third party directly or indirectly;
- Disclose, directly or indirectly, the password or other access code to the Network;
- Use the Confidential Information to compete with the Company, or for any purpose other than promoting the Company;
- Solicit any Brand Affiliate or customer of the Company or of the Network, or in any manner attempt to influence or induce any Brand Affiliate or customer of the Company, to alter their business relationship with the Company;
- Use or disclose to any Person any Confidential Information related to or contained in the Network that was obtained while your Brand Affiliate Agreement was in effect; or
- Recruit or attempt to recruit an existing Brand Affiliate for another Direct Sales Company.

Upon non-renewal, resignation or termination of your Brand Affiliate Account, you will promptly destroy or return to the Company all Confidential Information. The obligations of this Section 2.3 will survive the termination or expiration of the Brand Affiliate Agreement.

## 2.4 Confidentiality of Brand Affiliate Account Information

As a result of your position as a Brand Affiliate, you may, at the sole discretion of the Company, be provided access to information about other Brand Affiliate Accounts and their Teams for the sole purpose of allowing you to provide business support to these Brand Affiliate Accounts and their Teams. This information is highly confidential and you may not disclose information about a Brand Affiliate Account and his Team to other Brand Affiliates or to any other party. By accessing such information, you expressly agree to these restrictions and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make such information about other Brand Affiliate Accounts and their Teams available to you.

## 2.5 Non-Disparagement

In consideration of the Company's recognition, Bonuses, and other compensation that you receive as a Brand Affiliate, you will not disparage the Company, or any other company or person, including but not limited to other Brand Affiliates, the Company's Products, the Sales Compensation Plan, the Policies and Procedures or Company employees. Disparagement may result in termination of your Brand Affiliate Account.

## 2.6 Remedies

You acknowledge that the Company would suffer irreparable harm as a result of any unauthorized

disclosure or use of Confidential Information, including the Network, or recruiting current Brand Affiliates for another Direct Sales Company in violation of Section 2.1 of this Chapter 5, and that monetary damages are insufficient to compensate the Company for such harm. Therefore, if you are in breach of any of the requirements of this Chapter 5, the Company is entitled to an injunction or temporary restraining order without prior notice to you, restraining any unauthorized disclosure or use of Confidential Information, which relief may be in addition to any other available legal remedy, including damages. In any such action, if the Company prevails, you agree that you will reimburse the Company for its costs and reasonable attorneys' fees incurred in connection with taking the necessary legal action. As to the Company, you waive all bonding requirements otherwise applicable to a temporary restraining order and/or Injunction.

## **2.7 Enforceability**

In the event that any provision of this Chapter 5 should ever be deemed or adjudged by a court of competent jurisdiction or an arbitrator with proper jurisdiction, to exceed the limitations permitted by applicable law, then the remaining provisions will nevertheless be valid and enforceable to the maximum extent allowable as determined by such court or arbitrator, and such provisions will be reformed to the maximum allowable limitations as determined by such court or arbitrator. The remainder of the prohibitions and protections in this Chapter 5 will remain in full force and effect.

# Chapter 6      Enforcement of Contract

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## **1      The Contract**

You agree that the relationship between you and the Company is based entirely on the written Contract. The Contract may be amended by the Company as provided in these Policies and Procedures. You may not amend the Contract unless the amendment is in writing and signed by you and the Company. Neither you nor the Company may claim that the Contract (i) has been altered or amended by any practice or course of dealing or course of action, (ii) has been modified or amended verbally by an officer or employee of the Company, or (iii) that there is a quasi-contract or an implied in fact contract between you and the Company.

## **2      Acts of Participants in a Brand Affiliate Account**

The acts of any Participant, spouse, partner or agent of a Brand Affiliate will be considered to be the acts of the Brand Affiliate Account and subject to the terms and conditions of the Contract.

## **3      Procedures for Investigation, Discipline and Termination**

### **3.1      Reports of Alleged Violations**

All reports of violations must be in writing and sent to the attention of the Company's Compliance Review Committee (CRC) by an individual who has personal knowledge of the alleged violation. The Company may also investigate an alleged violation of which it becomes aware of through its own independent resources or internal investigations. The Company may take action on its internal investigations at any time and is not bound by the time limits set forth in Section 3.2 of this Chapter 6.

### **3.2      Time Limit for Reports of Violations**

IN ORDER TO PREVENT STALE CLAIMS FROM DISRUPTING THE BUSINESS ACTIVITIES OF BRAND AFFILIATE ACCOUNTS AND THE COMPANY, THE COMPANY WILL NOT TAKE ACTION ON ANY ALLEGED VIOLATION OF THE TERMS AND CONDITIONS OF THE CONTRACT NOT SUBMITTED IN WRITING TO THE COMPANY'S CRC, WITHIN TWO YEARS OF THE FIRST OCCURRENCE OF THE ALLEGED VIOLATION. ALLEGED VIOLATIONS WILL BE REFERRED TO AS "DISPUTES," WHICH IS FURTHER DEFINED IN THE GLOSSARY OF DEFINED TERMS IN ADDENDUM A.

### **3.3      Balance of Rights of Privacy**

The Company's investigative procedures and Dispute resolution process is intended to balance your rights of privacy and the rights of other Brand Affiliates and the rights of the Company. Therefore, until the Dispute has been submitted to arbitration, all information and evidence received by the Company will be released only to you and other Brand Affiliates involved in the Dispute as the Company deems necessary. Before releasing any information, the Company will consider (i) the complexity of the Dispute; (ii) the duty to balance privacy rights and disclosure obligations. If the Dispute is referred to

arbitration, all information and evidence will be made available in accordance with the rules and procedures for arbitration of Disputes described in Chapter 7.

### 3.4 Procedure

Your rights under the Contract depend on you meeting all of your obligations under the Contract. If the Company determines that you have breached the terms of the Contract, then based on the nature of the Dispute, the Company, in its sole discretion, may proceed as follows: (i) immediately terminate your Brand Affiliate Account or take any other appropriate action as provided in Section 3.7 of this Chapter 6; (ii) proceed directly to arbitration in accordance with Chapter 7, or (iii) process the alleged Dispute according to the following procedures:

- (a) **Written Notice.** You will receive written notice from the Company that you are or may be in violation of the Contract.
- (b) **Responses and Company Prohibitions.** You will have 10 business days from the date of the written notice during which you may present in writing all the information that you consider relevant to the alleged Dispute. You may provide information about individuals that have relevant information, together with their names and addresses, other appropriate contact information, and copies of all relevant documents. If you fail to respond to the written notice or fail to provide all relevant facts and information, the Company may take action that it deems appropriate. The Company has the right to prohibit the activities of your Brand Affiliate Account (placing Product orders, sponsoring, receiving Bonuses, etc.) from the time the written notice is sent to you until a final decision issued.
- (c) **CRC.** The Company will review any information submitted by you within the 10-day period or by collateral sources and any information that the Company has independently discovered. The CRC will make a final decision regarding the Dispute and the action that the Company will take, if any, and will send you a copy of the decision of the CRC. The Company may, at its sole option, send a copy of the decision of the CRC to other interested parties.

### 3.5 Appeals Committee (AC)

If the Company takes immediate action as provided in Section 3.7 of this Chapter 6, or the CRC has issued a decision regarding the Dispute, then you will have 10 business days from the date of the written notice to submit in writing your appeal to the AC. Your written notice should include a description of your objection to the Company's immediate action or the CRC decision. Within 90 days of receipt of your written notice, the AC will review your appeal and provide written notice (i) of its final decision, (ii) that its review will require additional time, or (iii) that the matter should proceed directly to arbitration under Chapter 7. If the AC has decided that the matter should proceed directly to arbitration, and you do not desire to participate in the arbitration, then you will still be bound by the decision in the arbitration. When the AC has made a final decision, it will send you written notice and you will have 60 days from the date of the AC decision to request arbitration of the AC decision.

### 3.6 Company Actions for Breach of Contract

Once the Company determines that a breach of the Contract has occurred, the Company may, in its sole discretion, terminate your Contract. In addition to, or in lieu of terminating your Contract, the Company may take any other action it deems appropriate, including any or all of the following:

- (a) Notify you in writing of the Company's concerns and of the Company's intent to discontinue your rights under the Contract if your non-performance continues;
- (b) Suspend your rights under the Contract;
- (c) Monitor your future performance over a specified period of time;
- (d) Identify specific actions you must take to correct your non-performance and require you to provide the Company with a written description of what you intend to do to meet your Contractual obligations;
- (e) Stop performing the Company's obligations under the Contract and suspend your privileges under the Contract, including, without limitation, terminating or suspending your right to receive awards, terminating your right to be recognized at corporate events or in corporate media (publications, videos, etc.), terminating your right to participate in Company sponsored events or Brand Affiliate sponsored events, terminating your right to place orders for Company Products, terminating your right to receive promotions within the Sales Compensation Plan, or terminating your right to participate as an International Sponsor; reducing your pin title and terminating your right to receive Bonuses on volumes on one or more levels of your Team; terminating your status or eligibility to be recognized and compensated as a "Brand Representative" under the Sales Compensation Plan;
- (f) Reduce the payment of all or any part of your Bonuses you have earned from sales made by you or all or any part of your Team;
- (g) Reassign all or part of your Team to a different Sponsor;
- (h) Recover from your Brand Affiliate Account any damages caused by the breach;
- (i) Take any action that the Company deems appropriate to protect the Company and its Network; and
- (j) Seek injunctive relief or any other remedies available by law.

### 3.7 Immediate Action

If the Company determines, in its sole discretion, that a Dispute requires immediate action, or the Company has previously notified you that it will take immediate action for violations or actions similar to those described in such notice, then the Company may take any immediate action or remedy that it deems appropriate, including termination of your Brand Affiliate Account, or your right to receive any Bonuses. The Company will provide you with written notice of its action. You will have 10 business days to appeal the Company's action as provided in this Chapter 6.

### 3.8 Remedies

The Company reserves the right, at its sole discretion, to exercise any remedy available to it. Any failure or delay by the Company in exercising such remedies will not operate as a waiver of such remedies.



### 3.9 Termination of Your Contract

- (a) Subject to the conditions of this Section 3.9 of Chapter 6, (i) you may terminate your Brand Affiliate Account at any time by providing the Company with a signed written notice of termination; (ii) the Company may terminate your Brand Affiliate Account as provided in this Chapter 6; and (iii) the Company may terminate your Brand Affiliate Account without notice if you have not engaged in any Business Activity on your account for a period of 12 or more consecutive months.
- (b) If you terminate your Brand Affiliate Account, then termination becomes effective on whichever is later: (i) the date the Company receives your written notice of termination, or (ii) the date specified in your written notice.
- (c) Termination of your Brand Affiliate Account results in the loss of all rights and benefits as a Brand Affiliate, including the permanent loss of your Team. After your Brand Affiliate Account has been terminated, whether by you or the Company, you may apply to become a Brand Affiliate again by submitting to the Company a new Brand Affiliate Agreement. The requirement that you must submit a new Brand Affiliate Agreement is mandatory regardless of whether you are applying to be a Brand Affiliate under your former Sponsor or a new Sponsor.
- (d) Upon termination of a Brand Affiliate Account for whatever reason, if there is any pending investigation of, and/or unresolved legal issue related to the Brand Affiliate Account, which includes any alleged breach or actual breach of the Contract, then the Team may not roll up until all pending investigations and/or legal issues have been resolved by the Company and all penalties have been fully satisfied.
- (e) The obligations of the Contract described in Chapter 5 will survive the cancellation, termination or expiration of the Contract. Any other provisions, or parts thereof, which, by their nature, should survive cancellation, termination, or expiration will also survive.

# Chapter 7 Arbitration

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## 1 What is Mandatory Arbitration

In order to expedite the resolution of all Disputes, the Company has instituted a mandatory arbitration procedure. Arbitration is the referral of a Dispute to an impartial third party selected by you, the Company and any other Brand Affiliates involved in the Dispute. An arbitrator acts as a judge, listens to the parties' evidence, and renders a binding decision. The arbitrator's decision is a judgment that is enforceable in a court of law. The object of arbitration is the final disposition of differences of the parties in a faster, less expensive, and perhaps less formal manner than is available in ordinary court proceedings.

## 2 Arbitration is Mandatory and Binding as to all Disputes

YOU AND THE COMPANY AGREE THAT MANDATORY AND BINDING ARBITRATION IS THE SOLE MEANS TO RESOLVE ANY AND ALL DISPUTES. YOU WAIVE ALL RIGHTS TO JURY OR COURT TRIALS TO RESOLVE A DISPUTE. THE ARBITRATION IS FINAL AND THE DECISION CANNOT BE APPEALED. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OF ALL DISPUTES.

## 3 Definition of a Dispute

A "Dispute" means **"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 YOU AND OTHER BRAND AFFILIATES ARISING OUT OF OR RELATED TO A BRAND AFFILIATE ACCOUNT, OR YOUR BUSINESS RELATIONSHIPS AS INDEPENDENT CONTRACTORS OF THE COMPANY, (III) BETWEEN YOU AND THE COMPANY, (IV) RELATED TO THE COMPANY OR ITS PAST OR PRESENT AFFILIATED ENTITIES, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, OR VENDORS, (V) RELATED TO THE PRODUCTS, (VI) REGARDING THE COMPANY'S RESOLUTION OF ANY OTHER MATTER THAT IMPACTS YOUR BRAND AFFILIATE ACCOUNT, OR THAT ARISES OUT OF OR IS RELATED TO THE COMPANY'S BUSINESS, INCLUDING YOUR DISAGREEMENT WITH THE COMPANY'S DISCIPLINARY ACTIONS OR INTERPRETATION OF THE CONTRACT."**

## 4 Mediation

Mediation is a process whereby a neutral third party attempts to resolve a Dispute between contending parties. The object of the mediator is to increase the parties' mutual understanding of the Dispute and persuade them to adjust their positions towards each other and hopefully reconcile the Dispute. If all the parties that participated in the CRC proceeding agree to mediation, then the Company will facilitate a mediation that will be held in Salt Lake City, Utah at the offices of the Company's outside counsel. The mediation will be conducted in the English language. All fees and costs of the mediation will be borne

equally by the parties in the mediation. If not all the parties agree to the mediation, then the Dispute will be submitted to arbitration as provided in this Chapter 7.

## 5 Request for Arbitration

For easy reference, all parties that participated in the AC proceeding, and that will participate in the arbitration, including the Company, may be referred to as “Participants” in this Chapter 7. Within 60 days from the date of the AC decision, any Participant, who is not satisfied with the CRC decision, will notify, in writing, all the other Participants in the AC proceeding that the Participant requests that the Dispute be referred to arbitration before a neutral third party arbitrator (“Petition for Arbitration”). Failure to submit a timely Petition for Arbitration will constitute acceptance of the AC decision and the Participant agrees to abide by the terms of the decision. Within a reasonable time after receipt of the Petition for Arbitration, the Company, through its outside counsel, will contact all the Participants regarding an arbitration date and provide a list of potential arbitrators.

## 6 Arbitration Procedure

### 6.1 Rules of Arbitration; Location

The arbitration will be conducted by a professional arbitrator that has been agreed to by the Participants. The arbitration will be conducted in accordance with the Utah Uniform Arbitration Act. The arbitration will be held in Salt Lake City, Utah in the offices of Company’s outside counsel.

### 6.2 Discovery

The arbitrator will have the discretion to order a pre-arbitration exchange of information by the Participants, including but not limited to, production of requested documents, exchange of summaries of testimony of proposed witnesses, and the depositions of witnesses and the Participants. Additionally, subject to the approval of the selected arbitrator, the Participants may submit a pre-arbitration brief outlining the legal causes of action and factual background.

### 6.3 Date of Arbitration

Unless all the Participants agree to extend the date of the arbitration, the arbitration will take place no later than six months after the date of the Petition for Arbitration.

### 6.4 Language

The arbitration will be conducted in the English language, but at the request and expense of the requesting Participant, documents and testimonies will be translated into the requesting Participant’s preferred language.

### 6.5 No Class Actions

To the extent permitted by law, no Dispute will be adjudicated, in arbitration or any other judicial proceeding, as a class action.

## 6.6 Permitted Attendees

Each Participant in the arbitration is limited to the attendance of the Participant, those individuals appearing on the Participant's Brand Affiliate Agreement, and no more than two attorneys per Participant.

## 6.7 Fees and Expenses of Arbitrator

All fees and expenses of the arbitrator will be borne equally by the Participants in the arbitration.

## 6.8 Awards

- (a) The arbitration will be final and binding. It will be a full resolution of all claims and disputes between the Participants in the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court within the state of Utah. All upline Brand Affiliates and Teams of the Participants will be bound by the final arbitration award.
- (b) Any award by the arbitrator will be in writing and based on the application of the strict rules of law to the facts before the arbitrator. The arbitrator is authorized to award a Participant any sums that are deemed proper for the time, expense, and trouble of arbitration including arbitration fees and attorney's fees. Punitive damages, however, will not be allowed in any Dispute. **NEITHER ANY PARTICIPANT NOR THE COMPANY, NOR ANY OF THE COMPANY'S RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, INVESTORS, OR VENDORS, WILL HAVE ANY LIABILITY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE REVENUE OR INCOME, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THE CONTRACT OR FOR ANY ACT, OMISSION, OR OTHER CONDUCT ARISING OUT OF THE PARTICIPANT'S STATUS AS AN INDEPENDENT CONTRACTOR AND BRAND AFFILIATE OF THE COMPANY'S PRODUCTS.**

## 6.9 Confidentiality

All arbitration proceedings will be closed to the public and confidential. Except as may be required by law and the Company's use of an arbitrator's award as precedence for deciding future Disputes, neither a Participant nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all the Participants.

## 6.10 Enforcement of Award; Injunctive Relief

Notwithstanding this arbitration policy, any Participant may apply to a court of competent jurisdiction in the county and state of Utah in the United States, or in any other jurisdiction as necessary (i) to enforce an arbitration award or the injunctive relief granted by an arbitrator, or (ii) to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration proceeding. The institution of any action in a court for equitable relief, or to enforce an arbitration award or order, will not constitute a waiver of the obligation of any Participant to submit any Dispute to arbitration.

### 6.11 Survival

Your agreement to arbitrate will survive any termination or expiration of the Contract or any other agreements between you and the Company.

## 7 Third Party Claims

In order to protect the Company, its assets, and its reputation from claims or disputes created by outside (non-Brand Affiliate) third parties, the Company requires the following: if any Brand Affiliate is charged with any infringement of any proprietary right of any outside third party (who is not a Brand Affiliate) arising from any of the Company's proprietary assets, or if the Brand Affiliate becomes the subject of any claim or suit related to that Brand Affiliate's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Brand Affiliate will immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Brand Affiliate will take no action related to that claim and suit, unless the Company consents, which consent will not unreasonably be withheld.

# Chapter 8      General Terms

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## **1      General Terms**

### **1.1      Contract Changes**

The Company expressly reserves the right to make any modifications to the Contract upon 30 days notice by publication on the Company's websites, normal channels of communication with Brand Affiliates, or as provided in Section 1.6 of this Chapter 8. You agree that 30 days after such notice, any modification becomes effective and is automatically incorporated into the Contract between you and the Company as an effective and binding provision. By continuing to act as a Brand Affiliate, engaging in any Business Activity, or accepting any Bonus after the modifications have become effective, you acknowledge acceptance of the new Contract terms.

### **1.2      Waivers and Exceptions**

The Company reserves the right, in its sole discretion, to waive a breach of, or make an exception to, any provision of the Contract. Any waiver by the Company of a breach of any provision of the Contract or any exception made by the Company of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach or an exception for any other Person. Any right or prerogative of the Company under the Contract may be exercised at the Company's sole discretion. Any exception made by the Company, or any failure or delay by the Company in exercising any right or prerogative under the Contract will not operate as a future exception or waiver of that right or prerogative.

### **1.3      Integrated Contract**

The Contract is the final expression of the understanding and agreement between you and the Company concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided in these Policies and Procedures. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

Should any discrepancy exist between the terms of the Contract and verbal representations made to you by any Company employee or another Brand Affiliate, the express written terms and requirements of the Contract will prevail.

#### **1.4 Severability**

Any provision of 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 in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

#### **1.5 Governing Law/Jurisdiction**

Utah will be the exclusive venue for arbitration or any other resolution of any Disputes. The place of origin of the Contract is the State of Utah, USA, and the Contract will be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Utah, USA, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes, including the validity of provisions regarding arbitration, place of venue, and jurisdiction, will be in Salt Lake County, Utah. You consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

#### **1.6 Notices**

Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract will be in writing and will be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Contract, notices will be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of the Company's headquarters at 75 West Center Street, Provo, Utah or to the Brand Affiliate's address as provided on the Brand Affiliate Agreement, unless notice of an address change has been received by the Company.

## **1.7 Successors and Claims**

The Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **1.8 Headings**

The headings in the Contract are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions of the Contract.

## **1.9 Internal References**

All references to Sections or Chapters herein refer to Sections or Chapters of these Policies and Procedures unless otherwise indicated.

## **1.10 Plurality and Gender**

All words will be deemed to include the plural as well as the singular and to include all genders.

## **1.11 Translations**

In the event that any discrepancies exist between the English version of the Contract and any translation thereof, the English version will be controlling.



# Addendum A - Glossary of Defined Terms

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## **Appeals Committee (“AC”)**

Appeals Committee whose duties are described in Chapter 6.

## **Advertising Material**

Any electronic, printed, oral presentation or other material used in the offer or sale of Products, recruitment of prospective Brand Affiliates, or training of Brand Affiliates, which makes reference to the Company, the Products, the Sales Compensation Plan, or the trade names or logos, and may include Personalized Advertising Material.

## **Authorized Market**

Any market designated in writing by the Company as officially opened for business for all Brand Affiliates.

## **Beneficial Interest**

As to Brand Affiliate Accounts:

Any interest whatsoever, whether it is direct or indirect, including but not limited to any ownership interest, rights to present or future benefits, financial or otherwise, rights to go on Company sponsored trips and other events, rights to purchase Products at member prices, recognition of any type or other tangible or intangible benefits associated with a Brand Affiliate Account.

An individual has a Beneficial Interest in the Brand Affiliate Account of a spouse or Co-habitant.

If a Person is or should be listed on the Business Entity Form of a Business Entity he is considered to have a Beneficial Interest in such Business Entity’s Brand Affiliate Account. Any individual with a Beneficial Interest in a Business Entity will be deemed to have Beneficial Interest in the Brand Affiliate Account.

If a Person is or should be listed as an Additional Participant in a Joint Participation Form, he is considered to have a Beneficial Interest in such Brand Affiliate Account.

As to a Direct Sales Company:

Any interest whatsoever, whether it is direct or indirect, including but not limited to any ownership interest, rights to present or future benefits, financial or otherwise, rights to go on Direct Sales Company sponsored trips and other events, rights to purchase the products of a Direct Sales Company at

wholesale prices, recognition of any type or other tangible or intangible benefits associated with a distributorship of a Direct Sales Company. An individual has a Beneficial Interest in a Direct Sales Company distributorship of (i) a spouse or Co-habitant, or (ii) a Business Entity if the individual has a Beneficial Interest in the Business Entity; or (iii) any other person if the individual shares in the benefits (financial or otherwise) of the distributorship of such other person.

### **Bonus**

Compensation paid by the Company to a Brand Affiliate based on the volume of Products sold by a Brand Affiliate, his Team, and Brand Representatives upon meeting all requirements as set forth in the Sales Compensation Plan. Bonus pay periods are calculated on a calendar-month basis.

### **Brand Affiliate**

An independent contractor authorized by the Company under the Contract to purchase and retail Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan. A Brand Affiliate's relationship to the Company is governed by the Contract.

### **Brand Affiliate Account**

The Brand Affiliate account created when either an individual or a Business Entity enters into a contractual relationship with the Company.

### **Brand Affiliate Agreement**

The Brand Affiliate application and agreement, and if applicable, the Business Entity Form or the Joint Participation Form, that must be completed and submitted to the Company in order to apply to become a Brand Affiliate.

### **Brand Affiliate Organization**

Any organization established by a Brand Affiliate that offers sales support, motivational or training material, website subscriptions, Business Support Materials and Services, training courses, recognition events, leads or other business promotion tools to a specific group of affiliated Brand Affiliates.

### **Brand Representative**

A Brand Affiliate who has completed the formal qualification process outlined in the Sales Compensation Plan to become a Brand Representative. Brand Representatives move from their Sponsor's Group and their sales volume does not count towards their Sponsor's volume totals or maintenance requirements but the Sponsor continues to receive Leading Bonuses on the Group as defined in the Sales Compensation Plan.

### **Business Activity**

Any activity that benefits, promotes or assists the business of a Brand Affiliate Account, including signing a Brand Affiliate Agreement, purchasing Products from or returning Products to the Company, sponsoring and/or recruiting new Brand Affiliates, use of credit cards, shipping services, or any other activities that the Company, in its sole discretion, determines to be a material promotion of the Company's business.

### **Business Development Activity**

Any activity that benefits, promotes, assists, or supports in any way the business, development, sales, or sponsorship of another Direct Sales Company, including but not limited to, selling products or services, promoting the business opportunity, appearing on behalf of the Direct Sales Company or one of its representatives, allowing your name to be used to market the Direct Sales Company, its products, services or opportunity, sponsoring or recruiting on behalf of the Direct Sales Company, acting as a member of the board of directors, as an officer, or a representative or distributor of the Direct Sales Company, an ownership interest, or any other beneficial interest, whether the interest is direct or indirect.

### **Business Entity**

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 Form**

A supplemental document considered part of the Brand Affiliate Agreement. The Business Entity Form must be completed and signed by a Business Entity applying to become a Brand Affiliate, as well as each Participant in the Business Entity. The Business Entity Form must list all Persons who are partners, shareholders, principals, officers, directors, members or anyone else with a Beneficial Interest in the Business Entity.

### **Business Portfolio**

The Business Portfolio is a non-commissionable, not-for-profit kit for new Brand Affiliate. The Business Portfolio contains the Policies and Procedures, the Sales Compensation Plan, a Brand Affiliate Agreement, a Business Entity Form, a Joint Participation Form and other sales and demonstration materials to assist a Brand Affiliate in starting and conducting their independent business.

### **Business Support Materials**

Any electronic, printed, audio or video presentation or other material used in the offer or sale of Products, recruitment of prospective Brand Affiliates or training of Brand Affiliates, which makes reference to the Company, its Products, the Sales Compensation Plan or its trade names.

### **Business Support Materials and Services**

This term is used to refer to Business Support Materials and Business Support Services together.

### **Business Support Services**

Any services or business tools supporting the offer or sale of the Company's Products, recruitment of prospective Brand Affiliates, or the training of Brand Affiliates.

### **Co-habitant**

A person who is living with a Brand Affiliate as if a spouse of the Brand Affiliate, but is not legally married.

### **Commissionable Sales Value (CSV)**

Commissionable Sale Value – A currency value, associated with each Product, used to determine Building and Leading Bonuses. CSV for each Product may change from time to time.

### **Company**

Nu Skin International, Inc. and its affiliated entities, including Nu Skin Enterprises Hong Kong, LLC.

### **Company Approved Business Support Materials**

Marketing materials designated in writing by the Company as approved for use in specific markets.

### **Confidential Information**

All private, confidential and/or proprietary information disclosed to or discovered by you regarding the Company including, without limitation, intellectual property rights, trade secrets, the Network, personal information, sales volumes and genealogy, manuals, protocols, policies, procedures, marketing, and strategic information, computer software, training materials, nonpublic financial information, and any copies, notes or abstracts of any such information, or any other information that the Company considers proprietary, highly sensitive, or valuable to its business.

### **Contract**

The agreement between a Brand Affiliate and the Company composed of the following: these Policies and Procedures, the Sales Compensation Plan, Brand Affiliate Agreement, Business Entity Form, Joint

Participation Form, supplemental services, International Sponsor Agreement, Product Purchase Agreement, Arbitration Agreement, and other international agreements (collectively, the “Contract”). The Contract is the complete and only agreement between the Company and a Brand Affiliate.

## **CRC**

Compliance Review Committee whose duties are described in Chapter 6.

## **Direct Sales Company**

A company that uses a sales force of independent contractors who sell products and services and that compensates the independent contractors through a single-level or multi-level compensation plan for (i) their own sales, and/or (ii) the sales of other independent contractors who have signed up under the independent contractors to distribute the same products and services.

## **Dispute**

Defined in Section 3 of Chapter 7.

## **Executive Brand Director Internet Marketing Site**

A website that is (i) owned, operated, or containing material provided by a Brand Affiliate whose current pin title is an Executive Brand Director or higher, and (ii) properly registered with the Company and subject to a current Notice of Registration.

## **Group**

Your Group consists of you and all your Retail Customers, Members, Brand Affiliates, and Qualifying Brand Representatives. Your Brand Representatives and their Groups are not included in your Group. All sales made by those in your Group contribute to your Building Blocks and your Group’s Commissionable Sales Value.

## **International Sponsor**

A Brand Affiliate in good standing, authorized under an International Sponsor Agreement to act as a Sponsor in an Authorized Market outside the market, territory, or other political jurisdiction in which that Brand Affiliate first established a Brand Affiliate Account with the Company.

## **Internet Marketing Site**

An “Internet Marketing Site” is any location on the Web that is (a) used primarily (or to which a significant portion is used) to post or communicate information about the Company, its Products, or the Sales Compensation Plan/income opportunity, or (b) that contains “internet marketing materials”.

Internet marketing materials shall mean marketing materials concerning the Company, its Products, or the Sales Compensation Plan/income opportunity that have not been produced by the Company and approved for posting on personal blogs, facebook pages and social networking sites.

### **Joint Participation Form**

A supplemental document considered part of the Brand Affiliate Agreement. The Joint Participation Form must be completed and signed by the individual applying to become a Brand Affiliate, as well as each of the other individuals who wishes to join as Participant to the Brand Affiliate Account. The Joint Participation Form must list all Participants to the Brand Affiliate Account with joint participation.

### **License Agreement**

The agreement between the Company and an Executive Brand Director that governs the Executive Brand Director's right to use certain Company trademarks and trade names in Executive Brand Director Business Support Materials and Services and on the internet.

### **Member**

A non-Brand Affiliate who is Registered by a Brand Affiliate and can purchase Nu Skin Products at the Member Price. A Member is not authorized to Register Brand Affiliates or resell Products.

### **Network**

The Brand Affiliate and customer network of the Company and all compilations of various lists describing that network or members thereof, including but not limited to, any and all contact or personal information collected by the Company regarding the Brand Affiliates and customers.

### **Non-Resident Market**

An Authorized Market other than your Resident Market.

### **NSI**

Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah 84601, U.S.A..

### **Nu Skin Hong Kong**

Nu Skin Enterprises Hong Kong, LLC, an affiliated company of NSI, with a place of business registered (i) in Hong Kong at 10/F, Caroline Centre, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong; and (ii) in Macau at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau ("Nu Skin Macau").

## **Participant**

Any Person who has a Beneficial Interest or position in a Business Entity or Brand Affiliate Account.

## **Person**

An individual or Business Entity.

## **Personalized Advertising Material**

Business cards, letterhead, stationery, envelopes, note pads, self-stick labels, name badges or Direct Selling Association cards imprinted with the Company names or logos and a Brand Affiliate's name, address, telephone number and other personal contact information.

## **Policies and Procedures**

The policies governing how a Brand Affiliate is to conduct his business as set forth in this document (including Supplemental Policies) and defining the rights and relationships of the parties.

## **Products**

The products and services of the Company that are sold through local affiliates in the individual Authorized Markets.

## **Qualifying Brand Representative**

A Brand Affiliate who has submitted their Letter of Intent and begun, but not finished, Qualification.

## **Resident Market**

If you are an individual, then it is the market, territory, or other political jurisdiction in which you are a citizen or a lawful resident and whose market's Brand Affiliate Agreement you have executed. If you are a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then it is the market, territory, or other political jurisdiction in which you are legally formed under the laws of your Resident Market, and each member of the Business Entity has proper legal authorization to conduct business in the Resident Market, and whose market's Brand Affiliate Agreement you have executed.

## **Retail Customer**

Anyone who is not a Brand Affiliate or Member who purchases Product either from a Brand Affiliate or directly from Nu Skin.

## **Sales Compensation Plan**

The specific plan utilized by the Company that outlines the details and requirements of the

compensation structure for Brand Affiliates.

### **Sales Volume**

Sales Volume refers to a point system the Company uses to compare the relative value of Products across various currencies and markets. Each Product is assigned a specific amount of points of Sales Volume. Sharing Blocks, Building Blocks, and Leadership Team Sales Volume are all comprised of Sales Volume. Sales Volume is different from Commissionable Sales Value.

### **Sponsor**

A Brand Affiliate Account under which another Brand Affiliate Account is originally placed after it has applied to become a Brand Affiliate.

### **Team**

A group of Brand Affiliates either directly sponsored or linked in a direct chain of sponsorship in the sales organization of a particular Brand Affiliate.

### **Unopened Market**

Any market that is not an Authorized Market.

### **URL**

A Uniform Resource Locator or web address.



# Addendum B

## Policies for Executive Brand Director Business Support Materials and Services

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### **1 Executive Brand Director Business Support Materials**

#### **1.1 Compliance with Law and Policies and Procedures**

Executive Brand Director Business Support Materials must comply with these Policies and Procedures and with all applicable laws and regulations, including any intellectual property rights of other Persons. You bear full responsibility for the content of your Executive Brand Director Business Support Materials. The registration of your Executive Brand Director Business Support Materials is for tracking purposes only, and the Company has no obligation for ensuring that your Executive Brand Director Business Support Materials comply with applicable laws and regulations. The registration process is not legal advice from the Company and you are strongly advised to seek the advice of independent legal counsel with regard to the legality and regulatory compliance of your Executive Brand Director Business Support Materials.

#### **1.2 Identification of Publisher**

Executive Brand Director Business Support Materials must prominently indicate (a) that the materials are “Independent Brand Affiliate Produced,” and such other designation as may be required by the Company to identify the materials as Brand Affiliate-produced, and (b) the name and address of the Executive Brand Director publishing the Executive Brand Director Business Support Material. For example: “This was produced by John Doe, an independent Brand Affiliate of Nu Skin International, Inc., at [address]”. You may not state, suggest, or imply that the Executive Brand Director Business Support Materials were produced, approved, endorsed, offered, or recommended by the Company.

#### **1.3 Use of Company-Produced Content**

Executive Brand Director Business Support Materials may use Company-produced content such as pictures, videos, and descriptions of Products and the Sales Compensation Plan that have been designated by the Company as available for use in (i) Executive Brand Director Business Support Materials, and (ii) the Authorized Market you intend to use such materials. The use of any Company trademarks, trade names, slogans, or copyrighted materials and any Company-produced content in

Executive Brand Director Business Support Materials must comply with the terms set forth in the Licence Agreement. If you use Company-produced content, you must not alter the content and must clearly designate the Company's copyright in such content. The Company reserves the right to revoke the right to use any Company-produced materials at any time in its sole discretion.

## **2 Sale of Executive Brand Director Produced Business Support Materials and Services**

### **2.1 Registration Required Prior to Sale**

You must register the Executive Brand Director Business Support Materials and Services with the Company and receive a Notice of Registration in accordance with the provisions of Section 6 of this Chapter 3 prior to selling them to other Brand Affiliates.

### **2.2 Primary Focus is Selling Products**

Your principal business focus must always be on the sale of Products for consumption. The sale of Business Support Materials and Services must not become a material profit center for you. The Company recommends that Executive Brand Director Business Support Materials and Services generally should be sold at a price no higher than the cost. Consistent with this principle, you also may not offer any incentives to other Brand Affiliates in connection with any sale of Executive Brand Director Business Support Materials and Services to other Brand Affiliates and customers. For example, you cannot offer to pay a Bonus, directly or indirectly, to a Brand Affiliate for selling Executive Brand Director Business Support Materials and Services to other Brand Affiliates or customers or for referring a potential purchaser of Executive Brand Director Support Materials and Services to you.

### **2.3 No Required Purchases; No Sale to Prospective Brand Affiliates**

You may not require any prospective Brand Affiliate to purchase Business Support Materials and Services as a precondition to signing up as a Brand Affiliate. You also may not state, suggest, or imply that

- Company or Executive Brand Director Business Support Materials and Services are required or necessary to join or succeed in the business;
- Company or Executive Brand Director Business Support Materials and Services are required or necessary to receive upline support and training;
- the Executive Brand Director Business Support Materials and Services were produced by the Company or are being offered or sold by the Company; or

- the Company approves, endorses, or recommends the Executive Brand Director Business Support Materials and Services.

You may not sell any Company or Executive Brand Director Business Support Materials and Services to a prospective Brand Affiliate before the prospective Brand Affiliate has submitted an application to become a Brand Affiliate to the Company.

## 2.4 Return Policy

In connection with the sale of Executive Brand Director Business Support Materials and Services, you must offer the same return policy that is offered by the Company for its Business Support Materials. You must refund 90 percent of the purchase price of any unopened and resalable Executive Brand Director Business Support Materials and Services for a period of 12 months.

## 2.5 Disclosure Statement

You must provide a Business Support Materials Disclosure Statement to a Brand Affiliate before the first sale of Executive Brand Director Business Support Materials and Services to that Brand Affiliate. You may obtain a copy of the required Disclosure Statement from the My Office website. You should regularly check the web site to ensure you have the most recent version of the Disclosure Statement. Delivery of a receipt in compliance with Section 2.6 below will satisfy the obligation set forth in this Section 2.5 if such receipt is delivered simultaneously with the purchase of the Executive Brand Director Business Support Materials and Services.

## 2.6 Receipt

You must provide a receipt for all purchases of Executive Brand Director Business Support Materials and Services. The receipt must comply with Section 5.3 of Chapter 2 and also include the following disclosure:

You are not required to purchase any business support materials or services in order to become a Nu Skin Brand Affiliate.

“These business support materials or services are produced and distributed by an independent Brand Affiliate of Nu Skin International, Inc. and not by Nu Skin International, Inc. Although some Brand Affiliates may have found these products and services to be helpful in their Nu Skin business, they are not required in order to be a Brand Affiliate and no success is guaranteed because you purchase them. Your refusal to purchase these items will not affect your upline’s responsibility to provide you with training and support. Nu Skin International, Inc. does not approve, endorse,

recommend or support these materials and services. Your expenditures on these items should be reasonable and the amount you spend should be in relation to your business and sales volume.

In the event you desire to return the business support materials or services, you may obtain a refund only from the independent Brand Affiliate who sold you the business support materials or services. You are entitled to a refund of 90 percent of the purchase price if you return any unopened and resalable business support materials or services to the seller at the address listed on this receipt within 12 months of the date of purchase.”

In the event that you provide Executive Brand Director Business Support Materials and Services on a subscription basis or other method in which the Brand Affiliate does not have to affirmatively request each purchase (e.g., a monthly web access fee), then you must include the following sentence in the receipt described above for the initial subscription or order and any subsequent receipts: “You may terminate your [order/subscription, etc.] at any time by providing written or electronic notice to [insert name and contact information(including e-mail)].”

## **2.7 Compliance with Laws**

The sale of Executive Brand Director Business Support Materials and Services and the performance of any Executive Brand Director Business Support Services must comply with these Policies and Procedures and with all applicable laws and regulations, including but not limited to laws related to consumer privacy, data protection, do not call regulations, anti-spam regulations, and any related consumer protection laws. You bear full responsibility for ensuring that you comply with all applicable laws and you will be liable to the Company in the event the Company incurs any liability as a result of your non-compliance. You are encouraged to consult with your own legal counsel regarding your compliance with these laws and regulations. While the Company may review Executive Brand Director Business Support Materials and Services and may request modifications to such materials, the Company’s review of, and its permission to sell, such Executive Brand Director Business Support Materials and Services are neither legal advice from the Company nor a representation in any form that the materials comply with all applicable laws.

## **2.8 Affordability**

You must ensure that the quantity and cost of any Executive Brand Director Business Support Materials and Services that you sell to another Brand Affiliate is reasonably related to the sales volume and Bonus

level of that Brand Affiliate. You may not encourage a Brand Affiliate to go into debt to purchase either Company or Executive Brand Director Business Support Materials and Services.

## **2.9 No Selling Activity at Corporate Events**

You may not display, promote, or sell any Executive Brand Director Business Support Materials and Services at meetings or events sponsored and conducted, in whole or in part, by the Company.

## **2.10 Web Sites**

Although you may allow other Brand Affiliates to use your website and assess a reasonable charge to cover your costs for providing the service; you may not sell replicating or template websites to other Brand Affiliates without the prior written approval of the Company.

## **2.11 Company Retained Rights; Restrictive Covenants**

- (a) Your right to sell Executive Brand Director Business Support Materials and Services to other Brand Affiliates is conditioned upon your agreement that all information relating to Brand Affiliates who purchase the Executive Brand Director Business Support Materials and Services remains the property of the Company, including their contact information. You agree that in the event you terminate your Brand Affiliate Account that you will: (i) immediately return to the Company, or destroy, all such information and any copies thereof; and (ii) not utilize this information for any purpose.
- (b) In consideration of the Company allowing you to market and sell Executive Brand Director Business Support Materials and Services to its Brand Affiliates, you hereby agree that during the period in which you are a Brand Affiliate and for a period of two years thereafter, you will not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Brand Affiliate (including any who purchase Executive Brand Director Business Support Materials and Services from you), to (i) form a relationship with, (ii) promote, sell or purchase the products or services of, (iii) participate as a salesperson of, (iv) or otherwise associate with, a Direct Sales Company, or encourage any Brand Affiliate or customer to do so or to terminate their relationship with the Company. This obligation survives the termination of the Contract.

## **2.12 Records**

You must maintain accurate and complete records with respect to any sales of Executive Brand Director Business Support Materials and Services, including financial records documenting production costs and profits generated from the sale of the Executive Brand Director Business Support Materials and Services. At the request of the Company, you must make these records available for review by the Company to confirm whether you have been complying with these Policies and Procedures with respect to the sale

of any Executive Brand Director Business Support Materials and Services. You must comply with any request to review your Brand Affiliate Account records promptly and completely.

### **3 Registration of Executive Brand Director Business Support Materials and Services**

#### **3.1 Application for Registration**

- (a) In order to register Executive Brand Director Business Support Materials and Services, you must file an Application for Registration with the Company together with a copy of the proposed Executive Brand Director Business Support Materials and Services with supporting documentation. The Application for Registration contains additional terms and conditions that governs your production and distribution of your Executive Brand Director Business Support Materials and Services. A Notice of Registration issued pursuant to an Application for Registration will expire two years from the date of issuance. Until its expiration, any additional proposed Executive Brand Director Business Support Materials and Services will be treated as an addendum to the current Application of Registration on file with the Company. Upon expiration of a Notice of Registration, you must submit a new Application for Registration for the continued use of any previously submitted Executive Brand Director Business Support Materials and Services or with the submission of any new Executive Brand Director Business Support Materials and Services.
- (b) The Application for Registration may be obtained from the My Office website or by calling Brand Affiliate Compliance or your Executive Partner. The Company could require you to make changes to your proposed Executive Brand Director Business Support Materials and Services, so you should not produce multiple copies of the materials or incur other significant costs until you have received a Notice of Registration from the Company. Failure to do so may require you to destroy such copies, pay for the reprint of the Executive Brand Director Business Support Materials, or otherwise incur unnecessary or duplicative expenses which will not be reimbursed by the Company.

#### **3.2 Additional Documentation; Right of Review; Modifications**

Upon receipt of an Application for Registration, the Company will review the application and related submissions and provide you with any required modifications to the Executive Brand Director Business Support Materials and Services that it deems appropriate in its sole discretion. The Company may ask for additional documentation, support, and legal opinions as it determines to be appropriate. The

Company also has the right to review your Executive Brand Director Business Support Materials and Services at any time, including additional reviews after the issuance of a Notice of Registration. You must provide the Company with any passwords or IDs as may be necessary for the Company to review the Executive Brand Director Business Support Materials and Services. Based upon any such review, the Company may require you to make modifications to the Executive Brand Director Business Support Material and Services as the Company determines appropriate in its sole discretion. If the Company notifies you of any required modifications, you must promptly make such changes to the Executive Brand Director Business Support Materials and Services and may no longer use, offer, sell or perform any Executive Brand Director Business Support Materials and Services that have not been modified in accordance with the instructions of the Company.

### **3.3 Application Fees**

The Company may impose a reasonable fee for registering Executive Brand Director Business Support Materials and Services.

### **3.4 Notice of Registration**

Following a review of the Application for Registration, the Company will decide whether to issue a Notice of Registration with respect to the Brand Affiliate Business Support Materials and Services covered by the application. The Company has the right to make this decision in its sole discretion and has no obligation to issue a Notice of Registration for an Application for Registration and may refuse to issue a Notice of Registration in its sole discretion. In such event, you may not use, offer, sell, or perform the Executive Brand Director Business Support Materials and Services covered by the Application for Registration. In the event the Company decides to issue a Notice of Registration, it will deliver the Notice of Registration to you at the address indicated on the application.

### **3.5 Renewal of Registration; Revocation**

- (a) The Notice of Registration will indicate the date on which such Notice of Registration expires. You may not continue to use, offer, sell or perform any Business Support Materials and Services for which the Notice of Registration has expired unless you have re-submitted the materials for registration with the Company and have received a new Notice of Registration from the Company for such Executive Brand Director Business Support Materials and Services. The materials you wish to renew will be submitted as part of your current Application for Registration that is on file with the Company and handled in accordance with the same procedure. If your Application of Registration has expired, then you must file a new Application for Registration together with any Executive Brand Director Business Support Materials and Services that you wish to renew.

- (b) Notwithstanding anything to the contrary in these Policies and Procedures, the Company reserves the right to terminate and revoke any Notice of Registration at any time in its sole discretion. If the Notice of Registration is revoked, then you must immediately cease using or distributing the specified Executive Brand Director Business Support Materials and Services. The Company is not liable for and will not reimburse you for any costs incurred by you for the production of your Executive Brand Director Business Support Materials and Services that are the subject of the revoked Notice of Registration.



# 政策與程序 – 香港/ 澳門

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# 第 1 章 品牌專員帳戶

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## 1 如何成為品牌專員

### 1.1 申請成為品牌專員

您可以經由完成下列的步驟申請成為品牌專員，填寫並簽署一份品牌專員協議書，將網上作出申請或該書面協議書交回公司。

您無需要購買任何產品或材料而成為品牌專員。

### 1.2 一個品牌專員帳戶僅限一人

單獨之個人可以向公司遞交一份品牌專員協議書以申請一個品牌專員帳戶。如果該個人為已婚或有同居人者，則該個人之配偶或同居人亦可加於其品牌專員協議書內。除了增加配偶或同居人或特定核准經營市場另有規定外，如果超過一個人士想要加入同一品牌專員帳戶，則該等人士必須按照本政策與程序第 1 章第 1.10 節及 1.10A 節分別以商業機構或共同參與之品牌專員帳戶的身份申請。

### 1.3 年齡限制

您必須至少年滿 18 歲，才能成為一個品牌專員。

### 1.4 未成年人

(不適用)

### 1.5 合法居民

您必須在您有合法居留權或公民權並有合法經營業務權利的市場提交品牌專員協議書及經營您的品牌專員帳戶。如果您不能夠在提交品牌專員協議書的市場提供合法居留權、公民權或合法經營業務的權利的證明文件，則公司可以宣佈您的品牌專員協議書自始作廢無效。您只可以在一個核准經營市場申請成為品牌專員。

公司不會接受不是香港(在香港的品牌專員申請)/ 澳門(在澳門的品牌專員申請) 永久合法居民的外籍家庭僱工的品牌專員申請。

### 1.6 曾經是品牌專員

如果您曾經是品牌專員，您只可在您的原保薦人下成為一位新品牌專員。除非在符合本政策與程序第 1 章第 3.3 節的規定時，您才可申請加入在新的保薦人之下成為一位新品牌專員。

## 1.7 配偶和同居人

如品牌專員的配偶或同居人亦希望成為品牌專員，其配偶或同居人必須加入其已成為品牌專員的配偶或同居人的品牌專員帳戶內。如果曾為前任品牌專員的配偶或同居人希望加入成為品牌專員，除非這個前任品牌專員已經依據本第 1 章第 3.3 節的規定，在相關之不活動期間內沒有任何商業活動，否則，該配偶或同居人必須在該前任品牌專員的保薦人下建立品牌專員帳戶。

## 1.8 是否接受您的品牌專員協議書

公司保留可自行拒絕任何品牌專員帳戶申請的權利。公司接受並處理您的品牌專員協議書後，您即可成為品牌專員。如公司從一位申請者收到超過一份的品牌專員協議書，則將以美國總公司辦公室收到的第一份品牌專員協議書決定您的保薦人是誰。

## 1.9 識別號碼

在您取得領取獎金的資格前或當公司因為處理稅務申報或其他目的所需時，您必須提供您的香港身份證號碼（適用於香港品牌專員）/ 澳門居民身份證號碼（適用於澳門品牌專員）給公司。此規定同時適用於已列名於品牌專員協議書之配偶及同居人。如您以一個商業機構的形式簽署品牌專員協議書，您必須提供該商業機構的香港商業登記號碼（適用於香港品牌專員）/ 澳門商業登記號碼（適用於澳門品牌專員）以及該商業機構的每一位參與人（包括但不限於商業機構的任何股東、董事、行政人員、會員和合夥人（如適用））的香港身份證號碼（適用於香港品牌專員）/ 澳門居民身份證號碼（適用於澳門品牌專員）。公司有權暫停接受您的品牌專員帳戶內的銷售訂單或暫停獎金發放，直至您提供您的身分證號碼，以及公司已確認您的身分證號碼屬實。

如公司提出要求，您須提供身份證及/或商業登記證（如適用）的副本以作核實之用。

## 1.10 商業機構

若以商業機構的形式申請加入，可以填寫、簽署和遞交一份所有參與人已簽署之商業機構表格，連同品牌專員協議書以申請成為品牌專員。另外，商業機構還需符合以下其他規定：

- (a) 商業機構的每位參與人在其提交品牌專員協議書的授權市場中都必須是該市場的公民或是合法居民並擁有合法經營業務的權利，並且必須能夠提供有關證明文件給公司。如果該商業機構不能按照公司要求提供證明文件，公司可宣佈該品牌專員協議書自始作廢無效。您必須瞭解，縱使您被列為某一個商業機構的成員，並不一定代表您已被授予任何合法經營業務的權利；
- (b) 獎金將會發放給商業機構。如商業機構或商業機構的任何參與人未將商業機構收到的任何部份獎金分派和支付給商業機構的任何參與人，或作出不正確的分派和支付，完全與公司無關，公司不需對此負任何責任；及
- (c) 其中一位參與人將被指定為該商業機構的被授權代表。公司只接受並可依賴由該被授權代表所提供的任何資訊行事。

### 1.10A 共同參與之品牌專員帳戶

你可以填寫、簽署和遞交一份由你以主品牌專員的身份及每一位附加參與人簽署之共同參與表格，連同品牌專員協議書以申請將其他人士列為你的品牌專員帳戶的附加參與人，並共同營運你的品牌專員帳戶。另外，共同參與之品牌專員帳戶還需符合以下其他規定：

- (a) 每一位附加參與人在主品牌專員提交品牌專員協議書的市場中都必須是該市場的公民或是合法居民並擁有合法經營業務的權利，並且必須能夠提供有關證明文件給公司。每一位參與人必須瞭解，縱使您被列為某一個品牌專員帳戶的附加參與人，並不一定代表您已被授予任何合法經營業務的權利；
- (b) 主品牌專員是唯一被授權代表品牌專員帳戶就品牌專員協議書（包括任何該等協議的執行）或任何其他有關公司的事項，可採取任何行動的人士。在所有涉及品牌專員協議書（包括支付的獎金金額）或公司的事項，公司可依賴主品牌專員的權力和指示而行動；
- (c) 每一位附加參與人對任何參與人與品牌專員帳戶有關的行為和疏忽應負連帶責任，及公司可因任何參與人有違反政策與程序而對該品牌專員帳戶採取紀律處分；
- (d) 所有由品牌專員帳戶產生或可歸屬於品牌專員帳戶的獎金及其他利益（包括透過附加參與人的努力而獲得的獎金或其他利益），均應直接支付或提供給主品牌專員。所有附加參與人，不論是個別地或共同地提出，都不可因上述獎金或其他利益而對公司提出索償。

### 1.11 變更為商業機構形式經營

如您希望將您的品牌專員帳戶從個人形式轉為商業機構的形式，您可隨時向公司提出申請。此申請必須遵守任何適用法律的規定以及填妥所須的商業機構表格並交回公司。

### 1.12 臨時品牌專員帳戶

(不適用)

### 1.13 必修的培訓課程

當您註冊成為品牌專員、遞交品牌代表考核意向書(LOI) 或在您經營如新事業的任何階段，公司可能會要求您完成有關銷售績效計劃、政策與程序及/或其他相關主題的特定培訓或教育課程。此類培訓及課程將由公司免費向您提供，所需時間或課程內容不會不合理。如果您未能完成公司指定為必修的培訓或課程，公司有權根據政策與程序第 6 章第 3.6 節 (e) 項暫停您領取獎金的權利。

## 2 個人資料

### 2.1 個人資料的收集

公司瞭解您會關心在您成為品牌專員後，有關您的資料將如何被收集、使用和分享，並對此作出回應。公司尊重您的隱私權並致力於保護品牌專員們的隱私權。公司向您收集和保存關於您的個人資料是為了以下用途：向您提供業務上的支援及品牌專員所獲的收益、與您溝通關於(i) 您的品牌專員帳戶和團隊、(ii) 獎金、及(iii)其他有關的業務議題，以及為以下本第 1 章第 2.2 節中列明的



任何其他指定目的。關於公司以推廣或銷售目的而使用個人資料的政策包含在以下本第 1 章第 2.3 節中。您提交的所有資料將被公司的美國總部、區域總部、及／或您原居市場當地的關係企業所持有。當簽署品牌專員協議書時，即表示您同意您的個人資料被轉移到香港（適用於香港品牌專員）／澳門（適用於澳門品牌專員）以外的地方。您明白您必須按品牌專員協議書之要求提供個人資料，如未能提供的話，您的品牌專員帳戶申請會被拒絕。除品牌專員協議書要求提供的信息外，提供任何個人資料或信息屬自願性質。您明白您有權致電 (852) 2837 7700 與如新香港（適用於香港品牌專員）或致電 (853) 2870 3655 與如新澳門（適用於澳門品牌專員）的資料保護主任聯絡，要求取得和更改您的個人資料。如新香港及如新澳門的營業地址可於 [www.nuskin.com](http://www.nuskin.com) 網站中找到。

## 2.2 授權使用及轉移您的個人資料

您授權公司：

- (a) 可以為以上第 1 章第 2.1 節及本第 2.2 節列明之任何目的，轉移和披露您以下的個人及／或機密資料，即(i) 您已向 NSI 或如新香港（適用於香港品牌專員）／如新澳門（適用於澳門品牌專員）提供有關您的品牌專員帳戶和團隊的資料，或 (ii) 因您的品牌專員活動而產生的資料，給予(A) 公司的母公司和關係企業，不管其在任何地方；(B) 當公司認為恰當或以確保得到適當的品牌專員支援或品牌專員培訓目的時，在您銷售組織內有直接保薦連結的其他品牌專員；(C) 法律所規定的適當的政府機關或司法機關；(D) 收購或建議收購 NSI 或 Nu Skin 任何一部份的潛在或已確實的收購人士；及(E) 任何給公司提供行政或與公司業務有關的其他服務的代理人、承包商或其他第三者(包括但不限於銀行、速遞公司、印刷公司)。
- (b) 除非公司在發佈前不少於 7 個營業日收到您以書面拒絕公司使用以下的資料，公司可以以表揚您的品牌專員級別和其他善行（包括但不限於慈善捐款）為目的，在公司的活動及／或公司的業務輔銷品及輔助服務中收集、使用、披露和發佈您的個人資料，包括但不限於您的姓名、照片、名銜、影像、錄音、書面材料和您向公司及／或其關係企業或關聯慈善團體捐贈的任何數額，而該活動、業務輔銷品及輔助服務可能發行或提供給所有品牌專員和公眾。
- (c) 在符合您可能提供給公司的另一授權書條款的規限下，除非公司在發佈前不少於 7 個營業日收到您以書面拒絕公司使用以下的資料，公司可以以推廣公司的業務和／或產品為目的，在公司的活動及／或公司的業務輔銷品及輔助服務中收集、使用、披露和發佈由您提供或交付予公司或由公司記錄有關您出現於任何公司活動及／或表演的分享、演講、表演、照片、影像、錄音及／或書面材料當中關於您的個人資料及信息，而該活動、業務輔銷品及輔助服務可能發行或提供給所有品牌專員和公眾。
- (d) 除了上述授權使用您的個人資料，您亦進一步同意任何其他披露有關您的個人資料將受公司不定時發佈及更新的隱私權政策所規範。

您明白公司於推廣及銷售用途上使用個人資料的政策已列明於以下第 1 章第 2.3 節中。

您謹此向公司確認，您有可能向公司提供的任何照片、文章、影像或任何其他材料的版權或任何其他知識產權的擁有人已同意公司根據本第 2.2 節的指定目的使用該等材料。

## 2.3 直接促銷

除了本第 1 章第 2.1 節列明的用途外，公司可為了推廣和銷售的用途而使用您的姓名及您於品牌專員協議書中所提供的其他個人資料(連同您不時提供給公司的更新資料)，包括寄送公司、公司合作品牌夥伴或公司業務夥伴的推廣資料給您和進行直接促銷，該等推廣資料和促銷是有關護膚、美容、個人護理及保健的產品和服務、推廣優惠及慈善計劃。公司可轉讓您的個人資料予提供護膚、美容、個人護理及保健產品和服務的公司合作品牌夥伴或公司業務夥伴作直接促銷用途。

公司、或上述授權獲得個人資料的人士，在未事先獲得您的許可之前，均不得聯絡您關於非與公司產品或服務直接有關的產品和服務。如公司相信您可能對某些無關的產品或服務感興趣，公司將在提供任何推廣或銷售資料給您前，事前徵求您的同意。

您有權反對為了直接促銷的目的而使用您的個人資料。然而，如果您反對收取公司直接促銷的資料，您將無法收取公司產品和服務的更新資料，這可能會影響您發展公司事業的能力。如果您向如新香港（適用於香港品牌專員）或如新澳門（適用於澳門品牌專員）發出反對通知，公司將不會使用您的個人資料作直接促銷用途。如新香港及如新澳門的營業地址可於 [www.nuskin.com](http://www.nuskin.com) 網站中找到。

## 3 維護您的品牌專員帳戶

### 3.1 及時更新您的品牌專員協議書、商業機構表格和共同參與表格

- (a) 作為品牌專員，您有責任確保您的品牌專員協議書、商業機構表格或共同參與表格的資料是及時更新和準確的。如有任何更改影響到該些文件所載資料的準確性，您必須立即通知公司。公司如確定品牌專員所提供的資料是虛假或不準確，則公司可終止其品牌專員帳戶或宣佈品牌專員協議書自始作廢無效。如您未能及時更新您的品牌專員協議書、商業機構表格或共同參與表格，您的品牌專員帳戶可能會被列於暫停狀態或被處以其他紀律處分，包括終止品牌專員帳戶。
- (b) 您必須遞交一份新的品牌專員協議書、商業機構表格或共同參與表格，在申請表上方寫上“Amended”(「資料修改」)字樣，以修改您的品牌專員帳戶資料。任何修改過的品牌專員協議書必須由您親自簽署。若屬商業機構，經修改的品牌專員協議書必須由該商業機構的被授權代表親自簽署。經修改的商業機構表格必須由該商業機構的被授權代表以及所有新參與人親自簽署。若屬於共同參與之品牌專員帳戶，則經修改的品牌專員協議書必須由主品牌專員簽署。經修改的共同參與表格必須由該品牌專員帳戶之所有參與人共同簽署。公司可因處理品牌專員協議書、商業機構表格和共同參與表格的修改而酌收費用。公司有權拒絕接受任何修改。

### 3.2 增加新的參與人

您不可以讓另一人士在您的品牌專員帳戶中從事任何商業活動、或在您的品牌專員帳戶中擁有實益權益，除非您的品牌專員帳戶是以商業機構或共同參與的形式經營且該等人士已經申請成為參與人並且已被公司核准接受。公司可自行決定拒絕該申請。如公司拒絕該申請，該另一人士不可以加入到您的品牌專員帳戶。

### 3.3 在新的保薦人下建立品牌專員帳戶

如果你曾經是品牌專員，只要您於下表中所列明的不活動期間沒有從事任何商業活動（不論在您的品牌專員帳戶或其他人的品牌專員帳戶），您可以在一位新保薦人下建立一個新的品牌專員帳戶：

在最近的商業活動前 24 個月期間的品牌專員帳戶級別類型	不活動期間
如果您曾經達到品牌代表或以上級別	12 個月
僅是品牌專員	6 個月

當公司斷定不當的更換保薦人行為確已發生或確實有被教唆，則第二個品牌專員帳戶將回歸且合併至第一個品牌專員帳戶中，且公司可採取第 6 章所示的其他補救措施。

### 3.4 一個人只有一個品牌專員帳戶

您不可以在超過一個品牌專員帳戶中擁有實益權益，除非有以下情況：(i)在結婚前已擁有品牌專員帳戶的兩個品牌專員結婚，(ii)一位現任品牌專員繼承另一個品牌專員帳戶，或(iii)其他經公司書面批准的情況。

### 3.5 在品牌專員帳戶中獲得實益權益及品牌專員帳戶合併

- (a) 概述。 品牌專員有時候希望與另外一位現任品牌專員合夥並將兩個品牌專員帳戶合併或者在另一品牌專員帳戶內獲得實益權益。除非符合本政策與程序第 3.5 節的規定，否則品牌專員之間的合夥、合併品牌專員帳戶，或由一位曾經開展任何商業活動的品牌專員在另一品牌專員帳戶中獲得實益權益，均是被禁止的。
- (b) 獲得實益權益。 除公司自行酌情批准之情況外，若你曾從事任何商業活動，不論於任何時間，你均不可從已存在於另一保薦人下的品牌專員帳戶中獲得實益權益（不論透過收購、合併、合夥、或其他形式），除非 (i) 您已終止您的品牌專員帳戶，並且於本第 1 章第 3.3 節中所述並適用於你的不活動期間內沒有從事商業活動，和 (ii) 您希望獲得實益權益的品牌專員帳戶之品牌專員協議書是在上文第 (i) 款中所述並適用於你的不活動期間屆滿後提交予公司的。本 (b) 款的禁令將取代本第 3.5 節 (c) 款的規定。

- (c) 合併。公司可自行酌情考慮是否批准僅限於下列情況之品牌專員帳戶合併：(a) 與 (i) 您的直接上線保薦人；或 (ii) 您的第一層下線品牌專員，進行垂直合併；及 (b) 公司可自行酌情批准的任何其他合併。
- (d) 公司審查及附加要求。對任何牽涉合夥、合併、或獲得實益權益的情況，公司將自行酌情考慮是否批准該等要求作為本政策與程序之例外情況。在審查期間，公司可以向您提出公司認為有必要的額外要求，包括上線的通知及/或批准。

## 4 轉讓和終止您的品牌專員帳戶

### 4.1 轉讓品牌專員帳戶

除非您已經得到公司事前的書面同意，您不可以轉讓您的品牌專員帳戶或其中的任何權利。如任何轉讓的提議被公司認定為是虛偽不實的、且是為了規避本政策與程序的規定而提出的，公司不會同意該等轉讓的提議。在獲得公司批准該轉讓之前，公司不會承認任何的轉讓，且受讓人在此之前並沒有任何權利。除非公司另有書面同意，公司在合約中為品牌專員帳戶利益而設定的例外規定和棄權聲明在該品牌專員帳戶轉讓後將自動終止。

### 4.2 因死亡而轉讓

- (a) 自然人。如您是自然人，在您去世後，可按照您的遺囑、無遺囑的法定繼承或其他方式將您的品牌專員帳戶轉讓給您的繼承人或其他受益人。當公司收到法院命令或有適當的法律文件載明轉讓給一位符合資格的受讓人之文件遞交給公司時，該轉讓將獲公司承認。公司鼓勵您向專長財產規劃的專業律師諮詢有關品牌專員帳戶的轉讓事宜以便您做出合適的安排。
- (b) 商業機構的參與人。如果您是一個商業機構的參與人，在您去世後，您在品牌專員帳戶中的利益將依據該商業機構的法律文件以及規範轉讓的適用法律規定進行轉讓，但所有受讓人都必須符合本政策與程序有關於在品牌專員帳戶中享有權益的資格要求。當公司收到法院命令或適用的法律文件，而該等命令或文件載明品牌專員帳戶將轉讓給一位符合資格的受讓人時，該轉讓將獲公司承認。
- (c) 當品牌專員帳戶在任何時期暫時沒有所有權人，或由於遺囑檢驗或其他法院程序而出現暫時無所有權人的空窗期時，其上線執行總監級品牌大使或以上級別的品牌專員將負責操作該品牌專員帳戶。作為對他們提供服務的回報，上線執行總監級品牌大使或以上級別的品牌專員可收取服務費。此費用將相當於該品牌專員帳戶的淨獎金的 15%，公司將從該品牌專員帳戶的淨獎金中扣除此費用。

### 4.3 離婚

對於離婚的品牌專員，公司既不會決定他們品牌專員帳戶的分割也不會分割他們的品牌專員帳戶或團隊。總括來說，公司將不會分割獎金或其他任何獎勵。然而公司可自行酌情根據每個個案的情況，依據法院命令或雙方當事人的書面同意，以一個簡單的、固定比例的準則分割獎金。如公

司同意以一個簡單的、固定比例的準則分割獎金，品牌專員帳戶的各參與人均同意保證公司免於承擔公司在分割獎金時的任何行為或疏忽而直接或間接地造成或引起的任何及所有責任、損失、費用、損害、判決或支出，包括合理的律師費。如配偶雙方關於品牌專員帳戶有爭議，公司有權扣住該品牌專員帳戶的獎金。公司可因分割獎金的服務而按月向品牌專員收取費用。

#### 4.4 終止的權利

您隨時可以終止您的品牌專員帳戶。詳見第 6 章第 3.9 節規定。



# 第 2 章 業務的經營

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## 1 商業道德

### 1.1 直銷協會的商德約法

公司乃美國及世界各國之直銷協會會員之一，並遵守直銷協會商德約法的規定。您除了應該瞭解本章節關於一般道德規範的規定外，在您的業務經營上，您應該遵守直銷協會的商德約法的規定。直銷協會的商德約法可以到網站([www.dsa.org](http://www.dsa.org))查閱。

### 1.2 您的商業目的

您和公司的主要商業目的都是銷售高品質的產品給零售客戶。該業務過程的一部份就是您可以透過保薦其他的品牌專員來建立您的銷售組織。但是，招募其他品牌專員並不是您的主要業務重點，您的主要目標和不可或缺的基本責任是透過您的團隊銷售產品給零售客戶。

### 1.3 一般性的品牌專員道德規範

您必須以合乎道德、專業和禮貌的態度來經營您的品牌專員帳戶。也就是說，您應該要遵守以下各項規定：

- 您必須遵守合約和相關的法律規定。
- 您必須以誠信經營您的品牌專員帳戶。
- 您應該告知潛在的顧客和品牌專員有關您的身份、為何您會聯絡他們，以及您正在銷售什麼產品。
- 您不可以對銷售獎勵計劃的潛在收入或使用公司產品的好處作出虛偽不實或誤導性的宣稱或說明。
- 您不可以強迫任何品牌專員或準品牌專員以負債的方式經營業務，包括但不限於強迫他們購買超過合理的使用量或銷售量或維持特定庫存量要求的產品或業務輔銷品及輔助服務。
- 您不可以鼓勵或慫恿品牌專員或準品牌專員為了參與業務而導致負債。
- 您必須說明退換貨或取消訂單的規定。
- 您不可以對準品牌專員表示他們必須購買產品或套裝產品才能成為品牌專員或品牌代表。您必須告知準品牌專員，可以選擇購買單一產品而不必是整組套裝產品。
- 您在推廣公司業務或銷售產品時，不得進行任何以下的行為：
  - (i) 造成被接觸對象產生或很可能產生不悅、反感或受干擾的行為；
  - (ii) 損害或很可能損害公司品牌、形象、商譽的行為；或
  - (iii) 造成或很可能造成社會公眾對公司觀感不佳的行為。

### 1.4 不毀謗

您不可以對下列對象以任何方式作出誤導、不公正、不準確或毀謗的比較、聲稱、說明或言論：

- 公司；

- 公司的產品、或商業活動；
- 其他人士；
- 其他公司（包括競爭對手）；或
- 其他公司的產品、服務、或商業活動。

## 1.5 騷擾

您不可以騷擾、恐嚇、威脅及侮辱等方式經營您的品牌專員帳戶。任何型態的騷擾均不會被容許，包括但不限於：種族、宗教、肢體及言詞的毀謗，或誘使、鼓勵或使其他品牌專員、公司員工或顧客作任何不適當或不受歡迎的書面、口頭、電子形式或身體的關係、性表示、性挑逗、或其他身體、口頭或視覺的性需求行為。

## 1.6 不可以聯絡廠商或科學顧問委員會成員

未經公司事前書面同意，您不可以直接或間接聯絡公司的廠商、供應商、科學顧問委員會成員、基礎研究合夥人、大學、或任何其他公司的顧問或諮詢人。

## 1.7 反貪污

您必須遵守公司所經營業務市場的所有反貪污法律，包括美國聯邦政府的「國外反貪污法案」("FCPA")。FCPA 要求您絕不可以為了影響外國官員的行為或決定而直接或間接（亦即透過中間代理人）支付款項或餽贈禮物。由於該法案有某些例外情形，且這些有關反貪污的法律規定及例外相當複雜，您可以就業務行為是否符合 FCPA 或有關反貪污法律規定的其他問題諮詢您的法律顧問。如欲了解更多資訊，請參閱公司公佈在如新集團網站 [www.nuskinenterprises.com](http://www.nuskinenterprises.com) 上投資者之公司管理章節之公司反貪污政策。

## 1.8 維護公司名譽

您的行為，包括您的品牌專員帳戶業務範圍以外的行為，均不可以做出有損害公司或其品牌專員的業務或名譽之行為。公司有權自行裁量認定何種行為是被認定為具有損害性之行為，並得按照本政策與程序第 6 章的規定對您採取行動。

## 1.9 資料審查

作為加入成為品牌專員的條件，您同意公司就調查您在經營品牌專員帳戶的過程中，是否有遵守本政策與程序規定，有權審查與您的品牌專員帳戶活動有關的任何記錄。公司可要求在任何時候就任何原因審查您的品牌專員帳戶記錄，您必須配合公司審查您的品牌專員帳戶記錄的要求，立即並且完整地將您的真實記錄交予公司審查。

# 2 獨立訂約人

## 2.1 品牌專員是獨立訂約人

您是獨立的 brand 專員訂約人。您並非公司的代理人、僱員、主管、合夥人、成員或合營者，而且您不可以對外聲稱您與公司有這些關係。作為一名獨立訂約人，您同意：

- 對您的商業決定自行負責，而且您必須自行決定在什麼時間工作以及自行決定您的工作時數；
- 將依據銷售業績而獲得獎金而不是依據您的工作時數獲得獎金；
- 作為品牌專員，您會遇到創業的風險，您必須對遭受的所有損失自行承擔責任；
- 必須支付您自己營業相關的許可或牌照費、以及任何保險費用或同類費用(如適用)；
- 自行負責您的業務的所有費用，包括但不限於，交通旅費、款待、辦公室、文書、法律、設備、會計、和一般開支費用，而且您不會獲得公司的預付、報銷或擔保；及
- 將不會因政府稅務或任何其他規定而被視為僱員。如你於一財政年度內所獲得的獎金及/或任何其他應納稅的現金或非現金利益達到納稅的起徵點，公司會按照適用的納稅申報之要求，就該財政年度內所支付或提供給您的獎金及/或利益通知稅務機關，以及您將會收到相關稅務機關發出的通知反映出公司於一財政年度內所支付或提供給您的獎金及/或任何其他應納稅的現金或非現金利益。

## 2.2 納稅

您必須按照本地法律和條例之規定，支付相關稅務機關的任何自我僱傭的稅項及/或任何所得稅。

## 2.3 無權代表公司

您無權代表公司作任何行為。包括但不限於作以下任何行為：

- 註冊或擁有公司的名稱、商標、商品名稱或產品之權利；
- 使用公司的名稱、商標或商品名稱登記為 URL 網站來源位置；
- 註冊或獲得公司產品或業務的許可證照；或
- 以公司的名義建立對外任何形式的商業或與政府的接觸。

如您以公司名義作出任何不當之行為，導致公司必須採取救濟行動以免除責任，則公司因而所付出的所有費用和律師費，您必須賠償公司。您必須因違反本章節規定而取得的註冊或擁有權利之公司名稱、商標、商品名稱、產品或 URL 網站來源位置移轉給公司，而公司並不需要支付或賠償您任何已支付的費用。

## 2.4 禁止聲稱公司是您的僱主

您不可以在貸款申請、政府表格、就業核查要求、失業救濟的申請或任何其他表格或文件上表示公司是您的僱主。

# 3 訂購產品或服務

## 3.1 訂購

您可以直接從公司或分銷中心訂購產品。公司並沒有最低訂購量的要求；然而，產品運送和處理訂單的費用得依據產品的訂購量而有不同的收費。



### 3.2 所有權之移轉

當公司將您所訂購的產品送達給您或被您領取時，該產品的所有權及損失風險會移轉給您。

### 3.3 存貨和 80%規則

作為一個品牌專員，您沒有一定存貨量的要求。您必須運用個人的判斷力，根據合理推算的零售量以及個人需求來決定需要的存貨量。您所訂購的產品不可以超過合理的存貨量。您在訂購產品時，必須證明已售出或消費掉先前所訂購產品的總存貨量至少八成。

### 3.4 訂貨的方式

公司不接受以賒賬方式的訂貨。在產品訂購的貨款尚未完全付清之前，公司不會運送交付該訂購產品或允許您提取該訂購產品。貨款必須以信用卡、現金或其他公司可接受的付款方式。

### 3.5 信用額之核發

公司可於品牌專員有超額付款、換貨或訂購產品未能全部交貨的其他情況下，發出公司信用額給品牌專員。該公司信用額經使用後，公司亦將計入品牌專員的銷售業績的計算。

### 3.6 價格變動

公司可更改產品價格，但會在事前的一個月發出公告通知 (如果可行的話)。然而，如上文所述，公司保留隨時更改公司產品價格，而無須在事前發出公告通知。

### 3.7 以另一名品牌專員的名義訂貨

您如事前未獲得另一名品牌專員的書面授權，不得以該品牌專員的名義訂貨。若公司提出要求，您必須依照要求提供一份已經獲得該授權的書面文件副本給公司。

### 3.8 資金不足時的付款

如任何信用卡付款因故被撤銷，您必須立即向公司支付就該撤銷信用卡所應支付的全部款項。如您未能立即付清該筆應繳款項，即構成違反合約。

### 3.9 使用其他人的信用卡

您如事前未獲得他人的書面授權，不得使用他人的信用卡訂購公司產品或業務輔銷品及輔助服務。若公司提出要求，您必須依照要求提供一份已經獲得該授權的書面副本給公司。

### 3.10 自動訂貨計劃

自動訂貨計劃(“ARO Program”)是在某些經授權核准經營業務之市場的一項自由選擇參與的訂貨計劃。自動訂貨計劃能讓您在公司建立一個預設訂單，以便公司按月送貨給您，並按月從您的預先授權付款的信用卡扣除相關款項。自動訂貨計劃的條款和條件可於自動訂貨計劃協議書中及公司的網站上找到。公司可以終止(i)自動訂貨計劃，不論在任何時間及因任何理由，和(ii)您依自動訂貨計劃的條款和條件規定參加自動訂貨計劃的權利。您可以依自動訂貨計劃的條款和條件規定，以書面通知公司終止您的每月自動訂貨計劃訂單。

### 3.11 產品的零售

- (a) 您只可以在您的原居市場轉售產品。您所轉售的產品必須是從您原居市場的公司授權市場所購買，並且您不可以將您從非原居市場所購得的產品在您的原居市場內轉售。
- (b) 在您履行品牌專員協議書 (其已包含國際保薦協議書) 期間，您被授權在某非原居市場之公司授權市場購買產品。但您只可以作為自用或為招募新品牌專員做產品示範用途。您不可以非原居市場轉售產品。此外，您可能在某些特定市場被要求遵守當地市場一些特別的規定。

## 4 產品的退貨退款和更換

### 4.1 退貨退款政策

- (a) 除非現行適用的法律另有規定，若您於訂購日起十二個月內向公司申請退貨退款，只要是經公司銷售給您的產品和業務輔銷品，若是未經開封並可重新銷售的，公司會扣除售價的 10% 作為行政費後，把售價的 90% 款項退回給您，但將先扣除已發放的獎金。您只能申請退回您直接從公司購買的產品或業務輔銷品。公司不會退還產品運費給你。為使公司正確地取消該退貨於訂貨時累計的獎金，您必須保留原始銷售訂單發票上的號碼。當您要求退款時，您必須提供該原始銷售訂單發票給公司。您亦可退回獨立出售的產品組合或套裝之一部份。如果可行的話，退款的方式將根據實際付款方式規定，如使用信用卡付款，將會安排信用卡回帳為退款方式。如以現金付款，則會安排核發產品的信用額。公司可選擇其認為合適的其他替代退款的方式代替退款。產品退貨退款將影響您領取獎金的資格以及您的名銜。如果被該退貨產品已被支付獎金，則公司將依據本第 2 章第 6.9 節的規定收回該筆獎金。對於您從其他品牌專員處購買的產品或業務輔銷品及輔助服務，公司不予退款。您只能直接向銷售給您上述產品或業務輔銷品及輔助服務的品牌專員辦理退款。

本第 4.1(a) 節之退貨退款政策可能不適用於某些產品促銷。在這種情況下，具體情況將於事前給予通知。

- (b) (不適用)

### 4.2 從公司直接購買產品的更換政策

除非現行適用的法律另有規定，如您直接從公司購買產品後 30 天內通知公司，公司將會更換因公司的錯誤交貨或是有瑕疵的產品。如無法更換相同產品，公司將 (i) 按該更換產品的價格核發出公司信用額給該產品訂購的品牌專員，該公司信用額度可以用來購買公司其他產品，或 (ii) 退還全部購貨款項。

### 4.3 退貨退款或換貨的程序

為了獲得退款或換貨：

您本人必須親自(或出示直接從公司購買產品及/或業務輔銷品的品牌專員的有效授權書)到公司並

出示銷售收據之正本，連同產品及/或業務輔銷品來進行退款或換貨。公司不會退還您因退回產品而產生之運費。

#### 4.4 未領取產品政策

您明白公司對於處理您已購買的產品及/或業務輔銷品但仍未被您領取及/或被送遞給您時，將招致行政上的時間及費用。因此，您同意以下條款：

- 1) 當產品及/或業務輔銷品應由您提取而您於發貨日起之十四(14)天內，仍未能或因任何疏忽原因而未到如新提取產品及/或業務輔銷品，如新會取消您訂購該產品及/或業務輔銷品的訂單，並會扣除售價的 10%作為行政費後，把售價的 90%款項退回給您，但將先扣除已發放的獎金，而無需再向您提示、通知或交代。如果如新已就該產品向您支付獎金，則如新將會依據第 2 章第 6.9 節的規定向您收回該筆獎金。
- 2) (ii) 若您要求如新而如新同意送遞任何產品及/或業務輔銷品給您，但由於您所提供的送遞地址不正確或地址不全或您所提供的收貨人不在該地址，致使如新未能送遞產品及/或業務輔銷品給您，如新會再次與您聯絡以便作送貨安排，但將會收取港幣 50 元作為第二次的送貨費用或更改訂單內容中之行政費。若您要求如新而如新同意送遞任何產品及/或業務輔銷品到所選擇的順豐香港自營網點 (\*順豐香港自營網點包括順豐營業點、順豐站及順豐智能櫃)，但您未能或因任何疏忽原因而未能在收到 SMS 通知後 24 小時內提取產品，產品及/或業務輔銷品將會因為無人領取而退回如新。如新會再次與您聯絡以便作送貨安排，但將會收取港幣 50 元作為第二次的送貨費用或更改訂單內容中之行政費。請注意，更改送貨地址後的送貨時間或需額外多加三(3)個工作天。假如您已購買的產品及/或業務輔銷品因上述理由未能於發貨日起之十四(14)天內送達或取貨，如新會取消您訂購該產品及/或業務輔銷品的訂單，並會扣除售價的 10%作為行政費後，把售價的 90%款項退回給您，但將先扣除已發放的獎金，而無需再向您提示、通知或交代。如果如新已就該產品向您支付獎金，則如新將會依據第 2 章第 6.9 節的規定向您收回該筆獎金。

## 5 零售和顧客的退貨

### 5.1 零售

從公司購買的產品只可銷售給零售客戶、用於產品示範或供個人自用。公司授權您可以從公司購買的產品轉售給零售客戶。您可以自行決定產品的零售價格以及可以擁有因零售產品給您的零售客戶而獲得的所有利潤。

### 5.2 不可銷售產品給批發商

您不可以銷售或經銷產品給打算再轉售產品或過去曾經轉售產品的人。您不得直接或間接地，銷售產品給某些人士，其最終 (i) 透過零售店轉售產品，(ii) 透過網絡轉售產品，不管是那種互聯網行銷管道的形式，除非已得公司之書面批准則除外，(iii) 進口產品到未核准經營市場，或(iv)使用

任何其他違反您及公司的直銷業務的基本目標的其他分銷方式。您必須採取合理的步驟以確保從您處購買產品的人士，不會意圖違反本第 5.2 節。

### 5.3 零售收據

您必須依照下列要求，交付零售收據給您的顧客：

- (a) 您零售公司產品時，必須交付已填妥資料完成之一式二聯的零售收據給顧客。零售收據背面有關 7 天內退貨退款政策的空白部份必須填妥。零售收據正面的資料亦應填妥，包括訂購項目、銷售金額、顧客姓名、地址、電話號碼、銷售日期、您的姓名、營業地址及營業電話等項目。
- (b) 您必須保存零售收據作為記錄並保存所有零售收據至少四年。

### 5.4 退款保證、退款和更換產品給零售客戶

- (a) 您必須給予零售客戶 7 個營業日退貨退款保證。因此零售客戶可以任何理由或要求，獲得按原訂購價格全數款項之退款。唯一的條件是零售客戶必須於購貨後 7 個營業日內提出退貨退款要求，並退回產品未使用的部份。您必須在收到零售客戶退貨退款要求後 10 天內就退回的產品退還貨款。即使超過 7 個營業日的退貨退款保證期限，公司仍鼓勵您接受零售客戶退貨退款或更換產品的要求。如您於零售產品予零售客戶後 30 日內退款或更換產品給零售客戶，公司將提供替換產品給您，作為支持此項政策。
- (b) (不適用)
- (c) 如果您的零售客戶直接從您處購買產品，並且您的零售客戶退回產品給您要求退款，則您有責任和必須為該零售客戶辦理退款，而不會從公司獲得任何補償。即使超過銷售日起 7 個營業日的期限，公司仍鼓勵您遵從您的零售客戶的退款要求。
- (d) 如果您的零售客戶直接從您處購買產品，並且您的零售客戶退回產品給您要求更換，則您有責任為該零售客戶辦理產品更換，及公司將只為在零售日起 30 日內退回及為有瑕疵的產品辦理產品更換。

## 6 銷售獎勵計劃

### 6.1 銷售獎勵計劃

公司已提供完整的銷售獎勵計劃給您。銷售獎勵計劃是合約的一部分，因此您應受其條款規定所約束。公司可隨時以 30 天前之通知以修改銷售獎勵計劃。現行有效的銷售獎勵計劃您也可以上公司網站 [www.nuskin.com.hk](http://www.nuskin.com.hk) 查詢。

### 6.2 銷售獎勵計劃的例外

公司有權酌情自行裁量對品牌專員的級別予以停止、維持、或晉升，而不論其是否符合銷售獎勵



計劃中各級別資格的要求，或放棄銷售獎勵計劃中任何其他義務或要求。除非另有公司的書面同意，公司可隨時基於各種理由終止列於本第 2 章第 6.2 節所授予的任何例外。

### 6.3 只靠保薦不能獲得獎勵

您不能只靠保薦其他人成為品牌專員而獲得任何獎勵。您的獎勵只能透過您本人的努力、您和您的團隊成功零售產品而得來。

### 6.4 不保證收入

您不會獲得保證將有特定收入，亦不會獲得保證將有一定水平的利潤或成就。作為品牌專員，獲得豐厚獎金獎勵需要為業務付出相當多的時間、努力和投入。經營您的品牌專員帳戶，您應該自行負責財務問題並務實地經營--你不應該(i)為了購買產品或業務輔銷品及輔助服務而導致負債，(ii)還沒有等到您有信心能負擔此後的生活而現在即辭去您現有的工作，以及(iii)所支出費用超過您的獎金所得。這並不是“快速致富”的事業。您的利潤只能透過您及您團隊的品牌專員成功零售產品而得來。

### 6.5 銷售獎勵計劃的操縱

維持銷售獎勵計劃的公正性對公司而言至關重要。您必須遵守銷售獎勵計劃所規定之條款及條件，並且您不可以使用例如虛假的身份證號碼、姓名、品牌專員帳戶編號的方式來購買多餘的產品以維持級別，您不可以囤貨或使用其他任何操縱銷售獎勵計劃所規定之條件及條款或其精神和立法原意的手段。

### 6.6 獎金

您除了從轉售產品中獲得零售利潤之外，您還可以依據銷售獎勵計劃，並依以下條件獲得獎金：

- (a) 如果您違反了合約，您則不能獲得任何獎金；
- (b) 公司有權隨時透過 30 天前之事先通知以修改獲取獎金的業績要求和決定獎金數額的規定；
- (c) 獎金可以電匯或公司選擇的任何其他方式支付；
- (d) 當公司延遲支付獎金時，不因此產生利息；並且
- (e) 在獎勵提速計劃帳戶內產生的獎金數額累計等於 10 美元(適用於香港市場) (或同等數額的香港貨幣)/澳門幣 300 元(適用於澳門市場)時，公司才會透過自動轉賬支付獎金。如果您的品牌專員帳戶被終止，該尚未被支付的小於 10 美元(或同等數額的香港貨幣)/澳門幣 300 元(適用於澳門市場)的獎金將會被公司沒收。

### 6.7 必要的零售；零售的核查

如您在任何一個月沒有達成銷售獎勵計劃所規定的 5 次零售紀錄，則您沒有資格獲得獎金。您必須保留有關的銷售單據最少四年來證明您已經符合了上述零售要求。如公司要求您提供該等單據，您必須立即提供查核。如您未能提供該等單據，即屬違反合約之規定，公司有權收回就您未能提供該等單據之任何月份的訂單所發放的獎金。公司會經常審查品牌專員是否符合本節的規定。為了保護您和公司權益，您必須事前向您的零售客戶取得因銷售行為可能須向公司披露其個人

資料的同意書。披露的目的可包括: (i) 按照公司政策與程序做零售銷售證明或相關調查; (ii) 關於零售及公司客戶群的一般性資料蒐集; 及(iii) 公司真誠相信, 因法律或法律程序需要, 或因要對索償作出回應, 或因要保護公司的權利, 而需要向第三方披露該資料。我們建議您在訂單及收據上增加該同意事項。

## 6.8 時間安排

公司僅於規定期間的最後一個營業日或之前收到品牌專員的產品訂單, 才會將其列入該品牌專員於該期間的獎金及品牌代表資格審核計算內。如品牌專員所訂購的產品屬延期交貨, 該產品的銷售業績(或銷售獎金基數(如適用)將在產品運送後的期間才會列入獎金及品牌代表之考核計算內。

## 6.9 收回獎金

- (a) 除了其他在本政策與程序規定的收回獎金的權利外, 公司有權要求您償還有關因下列產品所發給您的獎金:
  - (i) 依據公司的退貨退款政策所退回的產品;
  - (ii) 與品牌專員的不當行為有關的案件的退貨;
  - (iii) (不適用);
  - (iv) 公司的錯誤支付; 或
  - (v) 如果您違反了本政策與程序第 2 章第 6.5 節的規定, 除給予公司的任何其他補償外, 不管您是為了保持品牌代表級別而購買或退回的產品數量, 或違反本第 2 章第 6.5 節的任何其他行為, 公司有權調整您在上述行為發生期間的級別和重新計算您的獎金。您必須返還公司依據上文計算並調整的獎金, 已支付給您的超出部分。
- (b) 您有責任償還給公司任何獎金。公司有權收回上述獎金, 收回方式可以是(i)要求您直接付款, 或(ii)扣除您現在或將來應得的獎金。
- (c) 此程序亦適用法律規定的退貨退款政策、或由於品牌專員因行為失當、作不實聲明或其他特殊情況, 導致公司需退還超出既定退貨退款政策所規定之款項。公司將根據每宗個別事件作出追回款項之決定。如果公司被要求退還超出既定退貨退款政策所規定之款項時, 公司亦可向您收回因該退貨產品所支付給您的獎金。

## 6.10 付款的更正

確定支付給您的獎金是否正確是您的責任。如您發現支付給您的獎金有錯誤, 您必須在收到獎金後 90 天內通知公司。如您未能在上述 90 天內通知公司有關獎金數額錯誤或獎金支付的爭議, 您將被視為已經接受上述付款是全數支付並完全符合獎金計算週期內所獲得的獎金數額, 同時您將沒有權利質疑獎金的支付或尋求支付任何額外獎金的權利。

## 7 產品責任的求償和損害賠償

### 7.1 賠償

第三人因產品瑕疵或使用產品導致損害，向您提出產品責任的求償時，除有本政策與程序第 2 章第 7.2 節限制之情形外，公司將賠償您因遭受求償所受之損害。

### 7.2 求償之必要條件

為了獲得損害賠償之保障，您必須於收到申訴後 10 天內以書面通知公司該求償有關之事宜。若您有下列任一情形時，公司對您將不負上述損害賠償的責任：(a)違反合約；(b)重新包裝、改變或不當使用該產品，或就產品之安全性、使用或效益所作之聲明或指示與公司現行核准之刊物、警告或產品標籤所載者不符；或(c)未經公司書面允許，擅自為求償之和解或企圖和解。此外，公司對您負前述損害賠償責任之前提要件是您必須同意公司得獨自對該求償提出答辯者為限。

### 7.3 由您賠償

您同意就因您直接或間接(a)違反合約；或(b)重新包裝、改變或不當使用該產品，或就產品之安全性、使用或效益所作之聲明或指示與公司現行核准之刊物、警告或產品標籤所載者不符，而致第三者所提出申訴，賠償公司。

## 8 銷售稅

(不適用)

## 9 與公司其他組織聯繫

公司的事業機會不是建立在種族、性別、信仰、或政治聯繫上的。當您培訓您的團隊、銷售產品或推廣事業機會時，您不可以推廣、提倡、銷售、或推廣任何其他組織或個人的，不論是宗教、政治、商業、或社會或暗示任何公司與任何其他組織的聯繫之印刷品、書籍、或其他的材料。公司和品牌專員會議、電話或任何其他聚會均不可以被用作推廣或表達個人信仰、其他組織、公司、事件或個人的論壇。

# 第 3 章 廣告宣傳

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## 1 業務輔銷品和商標的使用

### 1.1 業務輔銷品的使用

除了本章第 4 節關於執行總監級品牌大使的業務輔銷品的例外規定外，您只能使用公司為推廣業務、產品以及銷售獎勵計劃而製作發行的業務輔銷品，並且您不可以自行製作或使用您自己的業務輔銷品。此外，因為各市場的法令和規則不同，您只可以使用已在核准經營市場核准使用的業務輔銷品。

### 1.2 商標和版權的使用

- (a) 公司商標和版權的使用。公司的商標和版權是公司的重要資產。公司對於這些商標和版權的使用有嚴格規範以確保公司或品牌專員的利益不受損害。除非有經本政策與程序規定特別授權或另外獲得公司的書面批准，您不可以使用公司已註冊或未註冊或以其他任何方式存在的商標、版權和其他知識產權。公司可以禁止任何業務輔銷品或其他媒體使用公司的商標或版權。
- (b) 損害賠償。除非經本政策與程序特別授權或經公司另行以書面批准，對於您以任何方式不當使用公司的商品名稱、商標、版權和其他知識產權導致公司受有任何損害，您必須對公司負損害賠償責任。

## 2 產品聲明

### 2.1 一般的限制

您只可以依據公司所發行的業務輔銷品、公司刊物以及經公司批准您在已核准經營市場作業務宣傳使用的刊物內所刊載的聲明和說明作產品的聲明和說明。

### 2.2 禁止作療效的聲明

您不可以作出任何療效的聲明，或表明或暗示公司任何產品是公司或任何政府衛生部門所配製、設計或批准以治療任何疾病或具備醫療效果。這些聲明將錯誤地暗示公司產品是藥物而非保養品或營養補充品。您也不可以將公司產品與藥物作比較，或作出藥物或療效的聲明。由您所作出的任何此類說明、聲明或比較，將導致您自己必須負擔法律責任。

### 2.3 禁止作出獲得美國 FDA 或其他法規批准的聲明

除了已於核准經營市場的其他任何政府衛生部門登記某產品，以及您所作的產品聲明均是真實且嚴格遵守該核准經營市場的法律規定，否則，您不應該親自或透過、利用任何第三人聲稱或暗示公司任何產品已經獲得美國食品和藥物管理局或任何其他監管當局，包括其他市場的監管當局的



登記或批准。美國食品和藥物管理局以及各當地監管當局不會要求或授予特別的批准給予公司所銷售的個別化妝品或營養補充品。若公司任何產品已獲得台灣衛生部門的登記或核准，則在該衛生部門核准可宣稱的功效範圍內，您可以就該已獲得登記或核准的產品作產品聲明。

否則，在對產品作有利的宣稱或對於營養補充品作個人使用薦證時，該宣稱或薦證必須附帶以下的免責條款：

「本產品聲明並未經美國食品和藥物管理局或任何其他當地機關評核。本產品並不旨在診斷、治療、治癒、或預防任何疾病。」

「構造/功能」的聲明描述營養補充品或食品成分的角色可以影響人體的正常結構或功能，舉例來說，「鈣質增強骨絡」。此等內容未經 FDA 或其他當地機關預先批准，但必須真實且不會造成誤導。

## 2.4 使用產品前後的照片

只有那些已經獲得公司批准的照片和錄音錄影，才可以被公司考慮用來作為產品的薦證。

## 2.5 產品包裝的修改

您不可以修改公司任何產品的包裝、標籤、印刷品資料或任何產品的使用說明。您不可以對於公司產品的使用指示，擅自使用任何並非公司現行批准的印刷品所描述的文字。您作出的任何修改或說明可能導致您自己必須負擔法律責任。

# 3 收入聲明

## 3.1 禁止作誤導性的收入聲明

讓所有品牌專員都完全受告知並對於成為品牌專員可能的收入有合理而實際的期待是重要的。為了幫助所有品牌專員的期待實現，您的各種商業活動均須遵守本第 3 節的規定。最重要的是您不可以明示或暗示方式作出對於收入機會的虛偽不實或誤導性的任何聲明，包括任何形式的收入保證。您亦不可以對外出示獎金支票的正本或副本，或其他獎金收入的記錄。

## 3.2 生活方式和收入聲明要求

如果能遵守以下所列的條件，您只可以作出有關生活方式的聲明（例如，我所經營的如新事業使我可以購買遊艇、辭掉工作、購買新房屋等等），或作出關於獎金級別或與您如新事業有關的收入聲明：

- (a) 必須是準確並且不會造成誤導的資訊；
- (b) 必須是根據您的經驗和實際的獎金級別，或您的直接上線或您團隊中品牌專員的經驗和獎金級別，或與公司或執行總監級品牌大使的業務輔銷品中資料相一致的資訊；
- (c) 必須是以品牌專員以月或年度計算的賺取的獎金金額並以實際所賺取金額的百分比方式來陳述獎金聲明；
- (d) 您必須同時揭露與獎金聲明直接相關的最新品牌專員銷售獎勵計劃概況；

- (e) 未獲得公司事先的書面批准前，您不可以就關於達到某特定獎金級別所需的時間作出任何聲明；
- (f) 如果您作出有關「收入」或「利潤」，而不是「獎金」或「獎勵」的聲明，您必須扣掉您獲得這些收入所支出的金額或揭露您獲得這些收入所支出的金額；及
- (g) 如果您就有關獎金級別作出聲明，您必須註明上述金額是在扣掉與開展業務有關的支出之前的總金額。

## 4 執行總監級品牌大使製作的業務輔銷品

### 4.1 執行總監級品牌大使的業務輔銷品

為了維護直銷網絡的誠信，並確保業務輔銷品及輔助服務只由對公司及產品具有豐富經驗和知識的品牌專員製作、利用和發行，只有執行總監級品牌大使可以製作、利用和發行他們自己的業務輔銷品及輔助服務。執行總監級品牌大使只有在遵守本政策與程序的條款，包括但不限於，本第 3 章第 2、3、4.3 和 4.4 節以及附錄 B 的規定時，執行總監級品牌大使才可以製作自己的業務輔銷品及輔助服務以供給他們自己及其他品牌專員使用。執行總監級品牌大使的業務輔銷品及輔助服務僅能在已登記的特定核准經營市場內使用。為本第 3 章的目的所須，執行總監級品牌大使是指具備以下條件的品牌專員而言：(i) 目前是積極活動狀態的執行總監級品牌大使級別，(ii) 已經成為執行總監級品牌大使級別至少 3 個月，和(iii) 沒有重大的違反合約的行為。

### 4.2 禁止宣稱已被公司核准或背書

雖然公司允許執行總監級品牌大使製作、利用和發行執行總監級品牌大使的業務輔銷品及輔助服務給其他品牌專員使用，但您必需明白這些執行總監級品牌大使的業務輔銷品及輔助服務是由執行總監級品牌大使自行獨立製作而並非由公司製作、背書、推薦或核准。如您選擇購買或使用執行總監級品牌大使的業務輔銷品及輔助服務，公司(i)對您沒有退貨退款和換貨的責任或義務，和(ii)不保證執行總監級品牌大使的業務輔銷品及輔助服務符合所有現行適用的法律和法規要求。並且，購買上述資料不是必須的並且不保證該執行總監級品牌大使的業務輔銷品及輔助服務對您的業務會有重大的助益。您應該自己仔細考慮是否要購買該業務輔銷品。您不應該花費超出根據銷售獎勵計劃您目前的獎金級別所能支付的能力範圍來購買上述執行總監級品牌大使的業務輔銷品及輔助服務。

### 4.3 業務輔銷品的授權協議書

在製作任何執行總監級品牌大使的業務輔銷品及輔助服務前，執行總監級品牌大使必須簽署和遞交一份授權協議書給公司。該授權協議書為期 2 年，如果您希望在期滿後繼續製作和使用您的執行總監級品牌大使的業務輔銷品及輔助服務，則您必須向公司申請為授權協議書續期。該授權協議書授予您使用某些公司的商標和商品名稱的權利，並且制定了一些您為了製作業務輔銷品及輔助服務及使用公司的商標必須同意遵守的條款和條件。

### 4.4 執行總監級品牌大使的業務輔銷品及輔助服務的登記

根據本政策與程序的附錄 B，在使用或發行任何執行總監級品牌大使的業務輔銷品及輔助服務之

前，執行總監級品牌大使必須向公司登記該執行總監級品牌大使的業務輔銷品及輔助服務，並將從公司得到一份關於該執行總監級品牌大使的業務輔銷品及輔助服務的登記通知。

#### 4.5 執行總監級品牌大使的銷售；目的

執行總監級品牌大使銷售其業務輔銷品及輔助服務給其他品牌專員，必須遵守本政策與程序及其附錄 B 的規定。銷售執行總監級品牌大使的業務輔銷品及服務的目的僅是為了推廣公司產品和業務以及為了協助、培訓和激勵其他品牌專員推廣公司產品和業務。

#### 4.6 品牌專員組織

只有執行總監級品牌大使的品牌專員組織才能提供正式的資料、培訓、網站訂閱、業務輔銷品及輔助服務或提供其他業務推廣工具。品牌專員組織必須遵守公司所規定的相關品牌專員組織管理指導原則。執行總監級品牌大使，作為品牌專員組織的主要組織者，(i)必須以書面通知公司關於品牌專員組織的成立，和(ii)必須負責確保品牌專員組織遵守上述指導原則。

### 5 大眾傳媒；一般的廣告宣傳

#### 5.1 禁止利用大眾傳媒進行推廣宣傳

您不可以使用任何形式的媒體或者其他大眾傳播廣告，包括網絡上的大眾傳播廣告來推廣公司產品。包括在電視節目上的新聞故事或促銷報導、新聞廣播、娛樂節目、網絡廣告等。品牌專員只能透過個人聯繫或使用公司製作發行或由品牌專員根據本政策與程序製作發行之刊物宣傳產品。在允許進行該項宣傳的管轄區域，您可以進行一般性的業務機會宣傳，但仍必須以符合公司政策與程序的方式進行。

#### 5.2 媒體採訪

非經公司事前具體之書面許可，您不可以透過與任何媒體之採訪、出版品、新聞報導，或透過任何其他公共資訊、商業、或產業資訊之來源等方式推廣相關之產品或業務機會。上述出版品包括私人出版品、付費之會員刊物或私人團體之出版品。您不可以代表公司接受媒體採訪，並且不可以聲稱您已獲得公司的授權作為代表接受採訪。任何媒體接觸或詢問均應轉介到如新香港（適用於香港品牌專員），電話號碼是(852) 2837 7700 或如新澳門（適用於澳門品牌專員），電話號碼是(853) 2870 3655。

#### 5.3 電話號碼簿的廣告

為了在您所屬地區的電話簿黃頁刊登廣告，或經由網絡電話簿刊登您的姓名，在您簽署刊登廣告的合約前，您必須是曾為或現為經理級品牌大使或以上級別的品牌專員。

- 電話簿中之廣告只限兩行，並須刊登「某某（您的姓名），Pharmanex (或 “Nu Skin”)獨立品牌專員」及電話號碼。不得刊登粗體字和醒目大字排印的廣告。該廣告必須只以品牌專員個人名義刊登。
- 電話簿中之廣告只可以刊登於「營養」的廣告類別或其他經公司批准之廣告類別。

## 5.4 宣傳資料之派送

所有宣傳資料，包括但不限於廣告傳單、名片以及根據本政策與程序之附錄 B 登記的執行總監級品牌大使的業務輔銷品，只可透過個人聯繫方式派送。宣傳資料不可以張貼在公眾場所、大量郵寄或傳真、放置在停泊車輛上、投入郵箱，或以任何其他非個人聯繫之其他方式散佈。

# 6 零售店、商業展覽，及服務性相關機構政策

## 6.1 零售店

您不可以透過零售店，如健康食品商店、雜貨店及其他類似機構，銷售公司產品及/或推廣公司的事業機會。依據第 2 章第 5.2 節的規定，您亦不得對準備購貨後再利用零售店銷售的任何人士銷售產品。您可以在獲得零售機構事先的同意，擺放公司製作的宣傳材料及/或個人化的宣傳材料在上述機構內。然而，所有宣傳材料必須包含一份公司製作的小冊子夾。另外，小冊子夾和宣傳材料必須不能以一般大眾可以看到以吸引他們入內購買產品的方式在該機構展示。

## 6.2 攤位形式的商業展覽

您不可以跳蚤市場、舊貨市場、物品交換站、超級市場、健身中心、競技聯賽和遊戲、購物中心或任何其他可展示公司產品或推廣公司事業機會的類似場合以攤位形式展示公司產品和事業機會。

## 6.3 服務性相關機構

如果您擁有或受僱於服務性相關機構，只要您根據合約規定，持續提供適當的服務給予您的客戶，即可在該機構內為顧客提供公司的產品。無論在任何情況，公司的產品廣告招牌或其他宣傳材料均不可以公眾可以看到的方式在該機構展示，以吸引公眾入內購買產品。

- (a) 所謂服務性相關機構，是指該機構的主要收入來源是靠提供個人服務，而非靠銷售產品，且其顧客必須擁有會員資格或預約才可享用服務之類似機構。
- (b) 品牌專員可以透過提供與產品相關之服務性相關機構銷售產品。例如，PHARMANEX 的產品可透過醫生的診所、其他專業健康保健組織、健康俱樂部或健身房銷售。NU SKIN 產品可透過理髮店、美容院、指甲美容店或護膚中心銷售。

## 6.4 公司擁有最終決定權

公司保留可自行裁量對機構是否屬於服務性相關機構，或是否係銷售產品的適當地點，作最終決定之權利。

# 7 互聯網

## 7.1 使用互聯網推廣品牌專員業務

只有獲得本政策與程序的第 3 章第 7.2 節或第 7.3 節規定的授權，而且也同時符合本政策與程序的規定包括第 3 章第 2、3、4 和 5 節的規定，以及所有適用的法律及規例時，您才可以使用互聯



網推廣公司的產品。公司禁止其他以使用互聯網的方式推廣公司、產品或銷售獎勵計劃。

## 7.2 許可的網絡活動

所有品牌專員可以使用以下的網絡活動：

- (a) 您被允許使用公司製作的品牌專員網頁。
- (b) 您可以使用一般 (i) 商業機會推廣網站，(ii) 動態網頁、或 (iii) 社交媒介網站與公司網站連結。這些一般網頁的內容不能含有公司的商標或其他有版權之資料，也不可以含有公司、其產品或其業務的資訊、或產品或公司設施/人員的照片。這些網站也不可以含有任何虛假或誤導性的資訊。
- (c) 您可以使用可讓網絡訪客共同參與資訊分享的互聯網平台，包括社群網站、部落格網誌、資訊分享媒體和其應用以及其他主要內容可讓使用者參與使用以發佈資訊內容、論壇、佈告欄、部落格網誌、維基和 podcasts（例如 Facebook, Twitter, Flickr 等）的網站，來從事以下活動：(1) 交流有關公司的基本資料或您參與公司業務活動的情況 (2) 指導使用者進入公司互聯網行銷網站或已登記的執行總監級品牌大使的互聯網行銷網站以及 (3) 張貼 NU SKIN 批准用於個人部落格網誌或社群網站的 NU SKIN 製作的業務輔銷品；然而，這樣的交流和使用必須是(i)附隨於該論壇、網址、部落格網誌、佈告欄、維基或 podcast、或其他形式的網絡使用，和 (ii)不可以是互聯網行銷網站。如本章第 7.3 節的規定，只有執行總監級品牌大使可以擁有互聯網行銷網站。公司有權自行決定是否允許您依據本節規定使用互聯網或是否您所使用的網站是屬於被禁止的互聯網行銷網站。如有違反，公司除了可以要求您立即移除違反公司政策之任何資訊或行銷網站外，並得依照本政策與程序第 6 章的規定對您的品牌專員帳戶進行處分。

### 舉例：非執行總監級品牌大使被允許使用互聯網

如您擁有個人 Facebook 網頁並張貼各種資訊，您可以張貼有關您是如新的品牌專員、您參與的如新活動的資訊、如新的基本資料和指導讀者進入公司互聯網行銷網站或已被核准的執行總監級品牌大使的互聯網行銷網站以獲取更多資訊。

如您擁有個人的部落格網誌或者社群網站，您可以張貼有關您是公司 ageLOC 產品的獨立品牌專員的資料，以及其他人士也能申請成為品牌專員，如果他們有興趣和您討論事業機會，可以與您聯絡。

### 舉例：非執行總監級品牌大使不允許使用互聯網

Facebook 網頁的內容主要是介紹如新，包括張貼行銷資料例如錄影或使用前後對比的照片，或如果使用公司商標的粉絲專頁或類似的網頁，將被視為是互聯網行銷網站，並且將被認定是非執行總監級品牌大使的違規行為。

部落格網誌或者社群網站主要介紹產品或事業機會，例如那是您張貼和討論的重點、以如新商標或口號命名或使用行銷資料內容，將被視為是互聯網行銷網站，並

且將被認定是非執行總監級品牌大使的違規行為。

前述例子只是舉例說明，並非是允許或不允許使用互聯網或條件或因素的完整資料，公司得自行裁量以決定該互聯網的特定使用情形是否是互聯網行銷網站以及是否違反本政策與程序。

### 7.3 執行總監級品牌大使的互聯網行銷網站

為了維護網絡的健全，以及確保互聯網上的行銷內容只由對公司及其產品具有豐富經驗和知識的品牌專員所建立及張貼，只有執行總監級品牌大使（如本第 3 章第 4.1 節定義）可建立或擁有互聯網行銷網站。該互聯網行銷網站將被視為業務輔銷品及輔助服務，並且必須遵守本第 3 章第 4 及 5 節規定。除了本政策與程序第 3 章第 4 節關於執行總監級品牌大使的業務輔銷品及輔助服務的規定外，執行總監級品牌大使的互聯網行銷網站應遵守以下規則：

- (a) 您必須遞交一份執行總監級品牌大使的互聯網行銷網站的登記申請書並且獲得一份該執行總監級品牌大使的互聯網行銷網站的登記通知；
- (b) 如果在執行總監級品牌大使的互聯網行銷網站上張貼未事先經公司核准登記的有關公司、其產品、或事業機會/銷售獎勵計劃的任何資料，您必須立即通知公司；
- (c) 可以供下載的資料，例如 PDFs 檔案、錄影、圖片、簡報和其他檔案文件被視為是另外的業務輔銷品，因此在您張貼在您的執行總監級品牌大使的互聯網行銷網站之前，您必須向公司申請登記並須獲得登記通知；
- (d) 張貼在執行總監級品牌大使的互聯網行銷網站上的任何收入聲明必須包含公司品牌專員獎金概況的最新版本，並且必須符合本政策與程序第 3 章第 3 節的所有關於收入聲明的規定；
- (e) 未獲得公司的書面同意，您的執行總監級品牌大使的互聯網行銷網站總頁數不能超過 50 頁。您必須提供公司有關登入您的執行總監級品牌大使的互聯網行銷網站的任何部份所需要的任何用戶姓名或密碼；以及
- (f) 如果公司通知要求您移除或刪除的執行總監級品牌大使的互聯網行銷網站上的任何資料，或修改或增加資料，例如收入的免責聲明，您必須在 24 小時內（或公司可自行決定的更短期限）完成所要求的變更或先關閉執行總監級品牌大使的互聯網行銷網站迄至完成所要求的變更為止。

### 7.4 互聯網使用的附加限制

所有品牌專員網頁，無論是執行總監級品牌大使的互聯網行銷網站或公司製作的品牌專員網頁，以及本政策與程序所允許的任何其他形式的網站使用，包括互聯網錄影和音像、資訊分享媒體和其他主要由使用者參與並可由使用者發佈內容的網站必須遵守下列規則：

- (a) 除非是公司製作的可複製的網站，否則您不可以使用或散佈複製的網站；
- (b) 您不可以為公司為您代管的網站上特有之網域名稱/URL（網站來源位置）或 meta-tags 內使用任何公司所擁有或第三人的智慧財產或專有資訊，或以任何其他網絡形式的使用，包括但不限於，標籤、連結、部落格網誌名稱、社群網站、社交媒介和申請，和其他主要由使用者參與和使用者發佈的內容、論壇、資訊公告欄、部落格網誌、維基和 podcasts 的網

- 站（例如 Facebook, YouTube, Twitter, Wikipedia, Flickr），或當作“背景圖案”；
- (c) 未經所有權人書面許可，您不可以任何公司所擁有或第三人的智慧財產或專有資訊（例如商標、商品名稱、商業秘密以及版權資料）在搜尋引擎或網絡指南登錄其網站；
  - (d) 您不可以使用互聯網搜尋引擎或網頁目錄中所提供的贊助連結或付費廣告；
  - (e) 您只可以透過一對一之個人連繫方式推廣您的網站或網頁；並且
  - (f) 您只可以從其他已經獲得公司批准登記的網站提供連結到您的網站或網頁。

## 7.5 網絡影像和音像資料

您不可以發佈任何建立、製作、屬於或有關於(i)公司、其產品、其銷售獎勵計劃或品牌專員，或(ii)您或任何第三人發佈在任何網站上的任何影像或錄音資料。除非您已經獲得公司事前的書面授權或上述發佈的內容為本第 3 章第 7.5 節所特別許可。上述限制，包括但不限於，公司員工、公司或品牌專員主辦的活動、會議、培訓或銷售發表會的影像或音像記錄。本規則的例外規定是公司特別授權已經向公司登記並獲得登記通知可以在網絡上張貼公司所製作的影像及音像資料的執行總監級品牌大使，可以在其互聯網行銷網站上發佈公司製作的影像和音像介紹。

## 7.6 網絡銷售

公司產品之網絡銷售只可以透過公司網站進行銷售而不能透過品牌專員任何種類的網站或任何其他互聯網形式進行銷售，包括網絡影像和音像、社群網站、社交媒介或申請、及其他主要為使用者參與或使用發佈資訊的論壇、資訊公佈欄、部落格網誌、維基及 podcasts (例如 Facebook, YouTube, Twitter, Wikipedia, Flickr)。執行總監級品牌大使的互聯網行銷網站可以連結至公司網站。禁止網絡銷售的項目包括但不限於，網絡拍賣和分類廣告網站例如 ebay.com 或 craigslist.org。

## 7.7 垃圾郵件

您必須遵守所有關於發送電子郵件的所有法律，而且您有責任了解和遵守所有相關法律的規定及要求。您不可以未經請求，發送關於您的網站或品牌專員帳戶資訊的郵件給一些沒有要求獲得有關公司事業機會或產品資料的人士。如某位人士以前同意接收關於事業機會和/或產品的電子郵件資料，而後來要求您停止發送郵件，您必須立即尊重此要求。

# 8 有關人士的資料轉介服務；不得收取演講費

## 8.1 有關人士的資料轉介服務

在您銷售、購買、或使用任何有關人士的資料轉介以進行業務推廣前，您必須驗證有關人士的資料轉介是透過適當途徑獲得並且在您聯絡有關轉介中的人士的地區是合法使用。這包括但不限於確保有關人士的資料轉介符合其住所所在地的國家、地區，或州的“不要致電給我”的名冊。任何違反資料轉介的有關法律責任均由提供資料和進行聯絡的人士承擔。上述違規人士必須賠償公司因其使用上述資料而引起的法規上或個人的指責所造成的任何費用或損失。

## 8.2 不得收取參加會議費用、演講費用

您不可以收取因參加任何品牌專員會議演講的酬勞。然而，您可以報銷您為了參加該會議和演講而支出的合理費用（例如旅費、住宿費、膳食費）。如果您是該會議或其他聚會的主辦人，您可以向參加會議和聚會的品牌專員收取一定的費用，但該筆費用必須不得超過舉辦上述會議或聚會的必要支出。

## 9 禁止對公司的活動或員工活動錄音或錄影

如果僅為您個人使用，並且不會以任何格式或媒介張貼、分發、複製或廣播，及不會在任何場合展示給任何其他品牌專員、準品牌專員或顧客，您可以對任何公司主辦的活動進行錄音或錄影，或對公司任何員工或其他代表在任何會議、活動、或其他場合所做的任何談話或其他演講進行錄音或錄影。除了在本第 9 節中所描述的僅為個人使用而錄製外，未獲得公司事先書面同意前，您不可以對公司主辦的任何活動進行錄音或錄影、也不可以對公司任何員工或其他代表在任何會議、活動、或其他場合所做的任何談話或其他演講進行錄音或錄影。



# 第 4 章 保薦

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## 1 如何成為保薦人

### 1.1 要求

您必須符合合約規定的所有條件，並且願意承擔合約中所規定的一切責任，才可以成為保薦人。

### 1.2 新品牌專員的加入安排

您可以推薦想要成為公司品牌專員的人士，向公司遞交一份品牌專員協議書。公司接受申請人的品牌專員協議書後，申請人即成為該品牌專員協議書所載明的保薦人之下線品牌專員。雖然您新保薦的品牌專員可以被列入為您的團隊，但此並不會使您在該品牌專員帳戶中擁有任何形式的所有權利益或獲得有關該品牌專員帳戶的任何資訊。所有品牌專員均是直銷網絡的一部分，該直銷網絡和有關該直銷網絡的資訊是公司獨有的資產而非保薦人所有。

### 1.3 創業錦囊

當您向公司提出申請後，創業錦囊電子版的鏈結會免費提供給您，成為品牌專員並沒有財務要求，購買創業錦囊不會產生獎金。

### 1.4 公司轉介資料

當公司收到關於公司產品或事業機會的諮詢時，公司有權酌情將該諮詢人轉介給品牌專員。

## 2 保薦人的責任

### 2.1 培訓您的團隊

您必須以符合合約規定的方式督導、培訓、支持、和持續不斷地聯繫(i)您所保薦的任何品牌專員，和(ii)您的團隊。您的責任包括但不限於：

- (a) 定期提供您的團隊有關零售及組織的培訓、指導及鼓勵；
- (b) 盡您的全力確保您團隊的所有品牌專員充份明瞭和遵守合約的條款和條件以及適用的市場和地方法律、條例及規則；
- (c) 為顧客與任何您的團隊成員產生的糾紛加以調停，並力求迅速而友善地予以解決糾紛；
- (d) 與您的團隊保持聯繫並隨時為他們解答問題；
- (e) 提供培訓以確保您團隊所舉辦的產品銷售及創業機會會議符合合約規定、公司現行文件以及符合任何現行適用的法律、條例和規定；
- (f) 監督您親自保薦的人員和您團隊的活動，並真誠地與公司合作以避免他們違反政策與程序規定以及操縱銷售獎勵計劃；
- (g) 督導和協助您的團隊努力銷售公司產品給零售客戶；以及
- (h) 對於公司對您團隊的調查，充份合作。根據公司的要求，提供任何有關調查的所有相關資

料。

- 2.1.1** 如果品牌專員在經公司判斷下，被認為已違反合約（包括但不限於本政策與程序第 3 章第 6 節及第 7 節）並因而受到公司的紀律處分時，公司有權自行裁量以公司認為適合的方式，向上線品牌專員追回他們因這些違約品牌專員之銷售或違約行為而領有的獎金或其他利益（追回的方式包括但不限於：原形利益之追回、價格之追回、直接扣抵其本來可受領的獎金或利益等等），並得同時對該等上線品牌專員採取紀律處分。

## 2.2 跳線

您不可以鼓勵、慫恿或協助另一品牌專員轉換到另一個保薦人之下。如有此等行為，即是對公司和各品牌專員的合約關係構成不當及不合理的干預。上述禁止事項，包括但不限於，為其他品牌專員提供財務上或其他有形的獎勵，使其終止現存的品牌專員帳戶後，重新加入在另一個保薦人之下成為品牌專員。您同意此規定之違反將會對公司造成不可彌補的損害並同意公司採取禁制措施是為了避免此等損害的適當補償方式。公司亦可對教唆或慫恿現存品牌專員更換保薦人的品牌專員加以處罰。

## 2.3 不強制要求購買產品或業務輔銷品及輔助服務

成為品牌專員並沒有購買要求。您不可以要求任何品牌專員或準品牌專員購買任何產品或任何業務輔銷品及輔助服務或暗示任何上述的購買是必須的。

## 2.4 填寫在公司表格資料的正確性

您不可以鼓勵或協助任何品牌專員或準品牌專員在他們的品牌專員協議書或任何其他公司的表格中提供虛假的或不準確的資料。

## 2.5 您的團隊與公司的溝通

您不可以任何原因阻止、試圖阻擋或阻擋任何品牌專員直接與公司聯繫，或阻止公司與任何品牌專員聯繫。當您的團隊中的任何品牌專員或公司提出相關要求時，您有責任為您的團隊的品牌專員與公司之間的聯繫提供便利的溝通管道。

# 3 國際性業務

## 3.1 國際性業務

根據合約，您可以在任何核准經營市場開展品牌專員的商業活動。如果某市場是一個未核准經營市場，則您僅可以提供名片和主持、組織或參與包括您在內不超過 5 人的聚會。您不可以使用廣告傳單、推銷電話、寄發大量電子郵件、廣告或大量招攬等任何方式以增加聚會的參加人數。在未核准經營市場，您不可以：

- (a) 以任何形式進口或為幫助進口、販賣、贈與或經銷公司產品或產品樣本；
- (b) 除公司特別指明任何可在未核准經營市場內發放的業務輔銷品外，放置有關公司、公司產品或事業機會的任何形式的廣告或發放任何宣傳性資料；

- (c) 為使未核准經營市場之人民或居民承諾參與事業機會、受特定保薦人之引薦或參與特定之保薦權利而招徠或研商任何協議。再者，品牌專員不得在核准經營市場簽署未核准經營市場之人民或居民為下線，或使用核准經營市場之獨立品牌專員協議書簽署未核准經營市場之人民或居民為下線，除非此未核准經營市場之人民或居民在核准經營市場具有永久居留權及合法之工作許可。前述居留權或合法之工作許可應由保薦之品牌專員負責證明。在核准經營市場參與或擁有任何公司、合夥企業或其他法人組織，並不表示符合擁有居留權或合法工作許可之要求。如公司查證其工作和居留許可時，而品牌專員帳戶參與人無法提供資料，則公司得自行裁量宣告其品牌專員協議書自始作廢無效；
- (d) 為公司的產品或事業機會包括承租、出租或購買用以推廣或經營公司相關業務為目的之設備而接受金錢或其他對價、或與任何準品牌專員本人或其代理人進行金錢交易；或
- (e) 推廣、協辦或進行任何型態的活動，而該活動逾越本政策與程序的限制規定，或該活動經公司自行裁量，被認為牴觸公司拓展國際市場的商業利益或商業道德。

### 3.2 在核准經營市場與來自未核准經營市場參加者的聚會

如果你與未核准經營市場的人在核准經營市場聚會，該參加聚會的人應遵照他們擁有居留權和公民權的未核准經營市場的所有法律規定。這表示，他們不可以遞交品牌專員協議書以成為品牌專員或購買產品以進口到未核准經營市場（包括為個人使用的目的）。

### 3.3 國際保薦協議書

如果您希望在您未獲居留權的核准經營市場開展業務，您必須遵守核准經營市場所有適用的法律，包括但不限於，所有的出入境、簽證、和註冊法規。另外，如果在您提交您的品牌專員協議書時未同意簽訂國際保薦協議書，在您未獲居留權的某核准經營市場開展任何商業活動前，您必須簽署一份國際保薦協議書。公司自行保留權利拒絕或撤銷您在某核准經營市場作為國際保薦人的授權。如果您已經同意簽署國際保薦協議書，公司同意您有權除了在您原居市場以外還可在某核准經營市場保薦新的品牌專員。然而，國際保薦協議書並不授予您在您原居市場以外的某核准經營市場銷售產品的權利。

### 3.4 中國大陸

公司在中國大陸的營運模式與任何其他市場採用的營運模式不同。中國大陸不是一個核准經營市場，在您開展業務前必須明白並遵守公司已在中國大陸開展業務的地區所有的現行的法規和政策。

### 3.5 特定市場預先開發市場的明文禁止

公司保留禁止在指定的市場中從事任何預先開發市場的經營行為的權利。您每次在任何未核准經營市場進行預先開發市場的活動前，均有責任透過其與公司目前的聯絡人先行查證其所計劃進行業務活動之市場並非列為禁止活動之市場。

### 3.6 救濟方法

除合約所允許的其他救濟方式外，如果您違反本第 4 章第 3 節的規定，公司得禁止您在公司認為適當的一定期間內經營該國際市場，並可以採取第 6 章規定的補救措施。此項禁止得包括但不限

於：限制您在該特定國際市場中不得保薦新的品牌專員；您及您上線不得領取您及您團隊在該國際市場中獲得之業績獎金。不超過一年之期間內，您在所有市場中不得享有傳統上給予品牌專員之特權，例如在公司活動或公司刊物中的表揚。

### 3.7 申請許可參加的申請書

因未遵循本第 4 章第 3 節之規定而被禁止參與特定市場之品牌專員，在禁止期間過後，必須以書面向公司申請書面許可，始可加入該特定市場。

### 3.8 其他權利不受影響

本第 4 章第 3 節之規定不影響公司依本政策與程序或合約之其他規定所享有之權利。

# 第 5 章 限制性契約

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## 1 品牌專員網絡的所有權

您明白並且同意：(i)品牌專員網絡是公司所專屬且具有價值的商業秘密，該等資產應受到保護；(ii)當品牌專員透過品牌專員網絡推廣公司授權的商業活動及公司產品，該品牌專員網絡已成為公司及品牌專員的專屬利益；(iii)保護品牌專員網絡是公司和品牌專員獲得成功的根本；(iv)違反本第 5 章規定的條款義務將造成公司及其品牌專員不可彌補的傷害。基於前述內容，您同意您違反本政策與程序中的第 5 章的行為將對公司、其品牌專員及顧客的合約關係構成不必要和不合理的干預，並會對公司的誠信和品牌專員網絡造成損害。

## 2 限制性契約

### 2.1 禁止招攬

- (a) 銷售第三人的產品和服務。您不得以任何方式直接或間接地，向品牌專員網絡的品牌專員宣傳、推銷或銷售另一商業機構或個人的產品或服務，除非您與該品牌專員在成為公司的品牌專員之前已先建立了業務關係。例如，假如您擁有一間美髮沙龍，且身為品牌專員的您推薦了您的一位顧客成為品牌專員，則您可以在您的沙龍繼續向該顧客銷售您的服務和美髮產品。儘管如此，在未獲得公司事前的書面同意之前，您不可以將第三人的產品、服務或事業機會與公司產品的銷售結合，或將公司產品銷售與第三人的產品、服務或事業機會一起包裝、或在公司或品牌專員會議、電話或任何有關公司的其他聚會上提供或推廣第三人的產品、服務或事業機會。
- (b) 招攬公司品牌專員或顧客加入其他直銷公司。您不可以任何直接或間接的方式招攬、慫恿或推薦任何品牌專員或顧客與其他直銷公司(i)建立關係；(ii)推廣、銷售或購買產品或服務；(iii)參加成為銷售人員；(iv)或有聯繫，或鼓勵任何品牌專員或顧客有上述行為或終止他們與公司的關係。
- (c) 義務的延續。在您離開、終止、轉讓或您的品牌專員帳戶的所有權狀態有任何變更後的 2 年期間內，您在本節所負的義務將仍然有效。
- (d) 禁止令救濟。除了其他對公司的損失補償金以外，暫時的或永久的禁止令救濟是防止品牌專員網絡和公司之後受到損害的適當救濟方式。

### 2.2 排他性

- (a) 您明白並同意，達到經理級品牌大使或更高級別的品牌專員或品牌專員帳戶和任何在該品牌專員帳戶中享有實益權益的人士（包括配偶及同居人），或公司將予以獎勵、公開表揚以及提升其為重要的品牌代表，公司合理地期待您僅能夠銷售公司的產品、培訓您團隊的品牌專員和推廣公司的業務。因此，您能領取您團隊的第 3 至 6 代品牌代表的領導獎金和



獲得公司活動上表揚經理級品牌大使或更高級別的表揚的條件是您不可以從事任何其他直銷公司的任何商業開發活動。

- (b) 身為公司的經理級品牌大使或以上級別的品牌專員期間，如果您、您的配偶、您的同居人或在您的品牌專員帳戶享有實益權益的任何人士，(i)從事任何其他直銷公司的商業開發活動，或(ii)不管您的第一代下線中有多少品牌代表或您是否已達到領取第 3 至 6 代獎金的其他資格，在您從事上述其他直銷公司的商業開發活動，您將喪失領取任何您團隊的第 3 至 6 代的領導獎金之資格。
- (c) 在您開始從事任何其他直銷公司的商業開發活動後 5 個工作日內，您同意您會通知公司有關您、您的配偶、您的同居人或在您品牌專員帳戶中享有實益權益的任何人已從事其他直銷公司的商業開發活動。此外，您亦同意由於您從事其他直銷公司的商業開發活動，您將沒有資格獲得前段所述的第 3 至 6 代品牌代表的領導獎金。您亦同意：(i)不論您是否已經依照本條第(c)款的規定通知公司，您必須負責將在從事其他直銷公司的商業開發活動期間公司已支付給您的領導獎金退回給公司，和(ii)如果您未能履行上述責任，公司有權自您依銷售獎勵計劃中在過去、現在或未來可能獲得的任何其他獎金中扣除之以抵銷此相應金額。如您未通知公司您從事其他直銷公司的任何商業開發活動，將被視為違反本政策與程序規定以及可能導致公司採取其他行動，包括終止您的品牌專員帳戶。

### 2.3 機密資料

作為品牌專員，您將有機會接觸到公司具有業務專屬性、高度敏感性以及具有商業價值的機密資料，提供給您機密資料的目的僅限於是為公司產品的銷售和招募、培訓、和推薦有興趣成為品牌專員的第三人以及進一步建立和拓展您的業務。您和公司均明白並且同意：除非您遵守保密義務，否則公司不會提供給您任何機密資料。在品牌專員協議書履行期間以及品牌專員協議書終止或期滿後的 4 年內，您不可以任何理由，以自己或任何其他人的名義，從事以下活動：

- 直接或間接地向任何第三人透露與公司品牌專員網絡或有關的任何機密資料；
- 直接或間接地揭露登入品牌專員網絡的密碼或其他登入碼；
- 使用這些機密資料與公司相競爭，或使用於非推廣公司業務的任何目的；
- 招募公司或品牌專員網絡的任何品牌專員或顧客，或以任何方式試圖影響或誘使公司的任何品牌專員或顧客以改變其與公司的業務關係；
- 在品牌專員協議書有效期間內使用或向其他人揭露任何與品牌專員網絡有關或品牌專員網絡的機密資料；或
- 招募或企圖招募現任的品牌專員加入其他直銷公司。

當您的品牌專員帳戶不再存續、辭退或終止後，您應立即銷毀或退還所有的機密資料予公司。本 2.3 節的義務將於品牌專員協議書終止或有效期間到期後繼續有效。

### 2.4 品牌專員帳戶資料的保密

作為品牌專員，為了協助您提供業務支援給其他品牌專員帳戶和其團隊，公司有權決定是否提供有關其他品牌專員帳戶和其團隊的資料給您。但此等資料屬於高度機密且您不可以揭露某品牌專

員帳戶和他的團隊的資料予其他品牌專員或任何其他第三人。為了獲得上述資料，您必須明確地表示同意上述限制並且瞭解，除非您簽署保密協議書，否則公司不會提供其他品牌專員帳戶和他們的團隊的資料給您。

## 2.5 禁止誹謗

鑒於您作為品牌專員而接受公司的表揚、領取獎金和其他獎勵，您不得誹謗公司、任何其他公司或人士，包括但不限於其他品牌專員、公司產品、銷售獎勵計劃、政策與程序或公司員工。前述誹謗行為可能會導致您的品牌專員帳戶被公司終止。

## 2.6 救濟措施

您明白並同意公司將會因您違反本第 5 章第 2.1 節的任何未經授權的揭露或使用機密資料規定，包括品牌專員網絡、或招募另一現任品牌專員加入其他直銷公司等違規行為而造成無法彌補的傷害，而金錢賠償金並不足以彌補公司的損失。因此，如果您違反了本第 5 章的任何規定，公司有權在未事先通知您之前禁止或暫時限制您訂貨、限制任何未經授權的揭露或使用機密資料和其他可行的補救辦法，包括損害賠償。在任何此類行動中，如果公司勝訴，您同意賠償公司因採取法律行動所支付的全部費用和合理的律師費。您放棄因被暫時限制訂貨及/或禁制令而要求公司賠償所有相關損害的要求。

## 2.7 強制性

如果本第 5 章的任何條款規定被有管轄權的法院或仲裁人視為或判決為超過所應適用的法律規定而應有所限制，則本政策與程序的其他部份仍將被視為在最大範圍內具有效力和執行力；且該等被有管轄權的法院或仲裁人視為應有所限制的條款，得在其受限制範圍內，最大程度被解釋為合法有效。本第 5 章其餘的禁止和保護條款亦將繼續有效

# 第 6 章 合約的履行

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## 1 合約

您同意您和公司的關係完全建立在書面合約的基礎上。公司根據政策與程序的規定，有權修訂合約。除非您和公司共同以書面簽署修訂合約，否則您不可以修訂合約。您或公司都不可以宣稱合約(i)因任何實務作法或交易方法或行動方針而被更改或修訂，(ii)被公司的行政人員或僱員作口頭更改或修訂，或(iii)您與公司之間有準合約或暗示有事實合約關係。

## 2 品牌專員帳戶參與人的行為

品牌專員帳戶內的任何參與人、配偶、合夥人或代理人的行為將被視為是該品牌專員帳戶的行為並受合約的條款和條件所拘束。

## 3 調查程序、紀律和終止

### 3.1 涉嫌違規的舉報

所有違規案件的舉報必須由得知違規行為的人士，以書面形式向公司的紀律委員會提交檢舉報告。公司同時也會透過獨立的管道或內部調查該涉嫌違規案件。公司可以根據內部的調查在任何時候採取行動而不受本第 6 章第 3.2 節所規定的時間限制。

### 3.2 舉報違規的時效

為了防止因追究過期違規事件而導致品牌專員帳戶和公司的商業活動受阻，公司將不受理任何未於違規情事第一次發生後 2 年內向公司的紀律委員會作書面舉報的違規案件。違規行為將被視為「爭議」，並在附錄 A 的定義中進一步明確解釋。

### 3.3 隱私權的平衡

公司的調查程序和爭議解決程序的目的係為了在您的隱私權、其他品牌專員的權利和公司的權利之間取得平衡。因此，在爭議被提交到仲裁之前，當公司認為必要時，公司會將所收到的所有資訊和證據只向您和其他涉及爭議的品牌專員揭露。在揭露任何資訊前，公司會考慮(i)爭議的複雜性；(ii) 平衡隱私權和揭露義務的責任。如果爭議被提交仲裁，所有資訊和證據將根據第 7 章爭議的仲裁所規定的規則和程序予以提交。

### 3.4 程序

您根據合約所享有的權利取決於您是否遵守合約中的所有義務。如果公司經調查後決定您確實有違反合約的條款規定，則根據爭議的性質，公司可自行裁量進行以下程序：(i)立即終止您的品牌專員帳戶或採取本第 6 章第 3.7 節規定的任何其他適當措施；(ii)根據第 7 章規定，直接交付仲裁；或(iii)根據下列程序處理您所涉及的違規行為：



- (a) 書面通知：您會收到公司所發關於您違反或可能違反合約的書面通知。
- (b) 答覆與公司所採取的停權措施：在上述書面通知所載日期起算的 10 個工作日內，您可以書面提交您認為與該違規行為有關的所有資訊。您可以提供相關人士的資料，包含他們的姓名和地址、其他適當的聯絡資訊以及所有相關文件的副本。如果您未能回覆上述書面通知或未能提供所有相關事實和資訊，公司可以自行裁量採取適當的措施。自書面通知發出起迄至作出最後決定的期間，公司有權禁止您的品牌專員帳戶的活動（訂購公司產品、推薦下線以及領取獎金等）。
- (c) 紀律委員會：公司將審閱您在 10 個工作日內遞交的任何資料或其他來源及/或公司獨立調查所得的任何資訊。紀律委員會將對該爭議作出最終決定以及公司將採取的措施(如有的話)，並會發送一份紀律委員會的決定給您。公司有權自行裁量是否發送紀律委員會的決定的副本給其他相關人士。

### 3.5 品牌專員紀律上訴委員會 (AC)

如果公司根據本第 6 章第 3.7 節採取立即行動，或紀律委員會已經對於爭議作出決定，則您可以在書面通知所載日期的 10 個工作日內，遞交您的書面上訴給品牌專員紀律上訴委員會。您的書面上訴應該包括您對於公司的立即措施或紀律委員會的決定表示異議的陳述。在收到您的書面上訴後的 90 天內，品牌專員紀律上訴委員會將會審閱您的上訴並給予您以下的書面通知(i)其最終的決定，(ii)其需要更多時間審閱，或(iii)此事件應根據第 7 章直接交付仲裁。如果品牌專員紀律上訴委員會決定此事件應該直接交付仲裁，而您不希望參加仲裁，那麼您依然會受到仲裁判斷的約束。當品牌專員紀律上訴委員會作出最終決定後，將會給您書面通知而您在品牌專員紀律上訴委員會作出決定之日起 60 天內可以對品牌專員紀律上訴委員會的決定要求仲裁。

### 3.6 公司對於違反合約行為的行動

當公司認定確實有違反合約情事發生時，公司可以自行裁量終止您的合約。此外，公司可以採取其他適當的行動代替終止合約，包括以下全部或部分行動：

- (a) 如果您持續違反合約，公司會以書面通知您，表達公司的關注以及擬終止您在合約中的權利之意思；
- (b) 暫停您在合約中的權利；
- (c) 在一定的期間內，密切觀察您的未來表現及行為；
- (d) 要求您必須採取特定行動以糾正您不履行義務的行為，以及要求您向公司提交您計劃如何履行合約義務的書面說明；
- (e) 停止履行公司在合約下的義務和暫停您在合約中的特權，包括但不限於，終止或暫停您領取獎金的權利，停止您在公司活動或媒體（刊物、錄像等）上被表揚的權利，終止您參加公司或品牌專員贊助的活動的權利，停止您訂購公司產品的權利，停止您根據銷售獎勵計劃獲晉升的權利，或終止您參加成為國際保薦人的權利；降低您的級別和終止您領取來自一層或多層您的團隊業績的獎金的權利；終止被認可和依銷售獎勵計劃作為品牌代表領取獎金的身份或資格；

- (f) 從您或您的全部或部分團隊的銷售所賺取的獎金中扣除全部或部分支付的款項；
- (g) 將您的全部或部分團隊轉予另一保薦人；
- (h) 從您的品牌專員帳戶追回因違約造成的任何損害賠償；
- (i) 採取任何公司認為適當的行動以保護公司及其品牌專員網絡；以及
- (j) 採取禁制處分或任何其他法律允許的補救措施。

### 3.7 立即行動

如果公司自行裁量某爭議需要立即採取行為，或公司已事先通知您將會就有關違反或於通知中所描述的類似行為立即採取行動，則公司可以採取任何適當的立即行動或補救措施，包括終止您的品牌專員帳戶或您領取任何獎金的權利。公司將以書面通知您公司所採取的行為。您可以根據本第 6 章的規定在 10 個工作日內對公司採取的行動提出上訴。

### 3.8 補救措施

公司可以自行裁量保留行使補救措施的權利。公司未能或延遲行使補救措施並不代表公司對該補救措施棄權。

### 3.9 您的合約的終止

- (a) 根據本第 6 章第 3.9 節的規定，(i) 您可以隨時以書面通知公司終止您的品牌專員帳戶；(ii) 公司可根據本第 6 章的條款終止您的品牌專員帳戶；及(iii) 當您連續或超過 12 個月在您的品牌專員帳戶中沒有從事任何商業活動，公司可終止您的品牌專員帳戶而無須發出通知。
- (b) 如您終止您的品牌專員帳戶，則終止即於該日起生效，若：(i)在公司收到您的書面終止通知書的當日，或 (ii) 在您的書面通知上指定的日期，兩者有異，則以較遲者為準。
- (c) 終止您的品牌專員帳戶將導致您失去作為品牌專員而得到的所有權利及利益，包括永久失去您的團隊。在終止您的品牌專員帳戶之後，不管是由您或公司終止，您均可重新向公司遞交一份新的品牌專員協議書以申請成為品牌專員。您必須遞交一份新的品牌專員協議書以符合要求，不論您申請成為您的前保薦人之下或一個新的保薦人之下的品牌專員。
- (d) 不管任何理由，如對品牌專員帳戶 (包括任何被指控違反或實際上違反合約) 有任何懸而未決的調查，及 / 或尚未解決的法律問題，在公司解決所有調查及/或法律爭議以及所有處罰均已全部完成之前，該終止的品牌專員帳戶的團隊不可以遞升被其上線品牌專員接手。
- (e) 第 5 章規定的義務在合約被撤銷、終止、或有效期屆滿後仍繼續有效。任何其他條款或條款的一部分，如果根據它們的本質應該始終有效，則同樣在合約被撤銷、終止、或有效期屆滿後仍繼續有效。

# 第 7 章 仲裁

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## 1 什麼是強制性的仲裁

為了快速解決所有爭議，公司已擬定一強制性的仲裁程序。仲裁是指有關爭議會轉予一個由涉及爭議的您、公司及任何其他牽涉在該爭議的品牌專員所選擇的一個公正的第三人處理。仲裁人將會聽取各當事人提出的證據，並作出一個具有約束力的判斷。仲裁人的判斷與判決有同等效力，依法可以強制執行。仲裁的目標是要比普通法院的程序，以更快速、經濟以及較不正式的方式，對各當事人的不同意見作出最終處理。

## 2 仲裁具有強制性並且對所有爭議具有約束力

您和公司均同意具有強制性與約束力的仲裁是解決任何及所有爭議的唯一途徑。您放棄以陪審團或法庭審判的方式來解決爭議的一切權利。仲裁的判決是最終的且不能上訴。猶他州將會是所有爭議進行仲裁的唯一審判地。

## 3 爭議的定義

「爭議」指「任何及所有過去、現在或未來的索償、爭議、訴訟因由/訴因或投訴，不論基於合約、侵權、條例、法律、產品責任、衡平法、或任何其他訴訟因由/訴因，(i)因合約或與合約有關而引起的，(ii)您和其他品牌專員之間因品牌專員帳戶或與品牌專員帳戶有關而引起，或因您作為公司的獨立訂約人的業務關係而引起的，(iii)您和公司之間的，(iv)與公司或公司過去或現在的關係企業、所有權人、董事、行政人員、僱員、投資者、或供應商有關的，(v)與產品有關的，(vi)關於公司處理任何其他事務而影響您的品牌專員帳戶，或因公司的業務引起或與公司的業務有關的，包括您對公司所作之紀律處分或合約解釋不服時。」

## 4 調解

調解是由中立的第三人嘗試解決各當事人之間的爭議的一個程序。調解人的目標是增加爭議當事人的相互了解並且說服他們互相調整其對對方的立場，以及希望調解彼此的爭議。如參加紀律委員會的所有當事人均同意調解，則公司將委由公司外聘之法律顧問在其位於猶他州鹽湖城之辦公處進行調解。調解將以英語進行。調解所需的所有費用和開支由參加調解的各方當事人平均負擔。如不是所有當事人均同意調解，則有關爭議將按本第 7 章之規定提交仲裁。

## 5 要求仲裁

為了方便參考，所有參加品牌專員紀律上訴委員會的所有當事人，以及將參加仲裁的人士，包括公司，可以被視為本第 7 章所述的「參與者」。從品牌專員紀律上訴委員會的決定日起 60 天內，任何對紀律委員會所作的決定不滿意的參與者，可以書面通知所有其他參加品牌專員紀律上訴委員會程序的參與者，要求將該爭議提交另一中立的第三人仲裁人進行仲裁（「仲裁申請」）。若

未能及時提交仲裁申請將視為接受品牌專員紀律上訴委員會所作的決定，並且所有參與者均同意遵守該決定。在收到仲裁申請後的合理時間內，公司將透過其外聘的法律顧問，聯絡所有參與者有關仲裁日期及提供一份可能的仲裁人名單。

## 6 仲裁程序

### 6.1 仲裁規則；仲裁地

仲裁將由所有參與者均同意的一位專業仲裁人進行處理。仲裁將依據猶他州統一仲裁規則進行。仲裁將於公司外聘之法律顧問位於猶他州鹽湖城的辦公室舉行。

### 6.2 發現真實

仲裁人可以要求參與者在進行仲裁前的資訊交換，包括但不限於，出示所要求的文件，交換證人證詞的摘要以及證人和參與者的證詞。另外，經所選定的仲裁人的批准，參與者可遞交一份仲裁前的摘要，概述合法的訴訟因由/訴因和事實背景。

### 6.3 仲裁日期

除非所有參與者均同意延長仲裁的期限，仲裁將於提交仲裁申請日後 6 個月內舉行。

### 6.4 語言

仲裁將以英語進行，若參與者願意承擔費用，相關文件和證詞可以被翻譯成提出請求的參與者所選擇的語言。

### 6.5 不接受集體起訴

在法律允許的範圍內，仲裁或任何其他司法程序，不會對集體起訴之爭議進行判決。

### 6.6 允許的出席者

每位參與仲裁的參與者，僅限於參與者的品牌專員協議書中列明的人士，以及每位參與者的律師不得超過兩名出席。

### 6.7 仲裁的費用和開支

仲裁人的所有開支和費用將由參與仲裁的參與者平均負擔。

### 6.8 仲裁結果

- (a) 仲裁的判決將是終局結果並且具有約束力。它將是參加仲裁的所有參與者間所有索償和爭議的完全解決。仲裁人作出的判決可以交由猶他州的任何法院強制執行。所有參與者的上線品牌專員和團隊均應受仲裁的最終判決所約束。
- (b) 仲裁人將會依據在仲裁人之前的事實所適用法律的嚴謹規定，以書面作成判決。仲裁人被授權決定參與者獲得任何被視為仲裁所花的時間、開支、以及仲裁金額，包括仲裁費用和律師費。然而，任何爭議均不允許含有懲罰性的賠償金。**任何參與者、或公司、或任何公**

司的關係企業、行政人員、董事、僱員、投資者、或供應商，都不會承擔任何懲罰性的、附帶的、隨之發生的、特別的或間接的賠償的任何責任，包括將來收益或收入的損失，或因違約或涉嫌違約或因作為獨立訂約人和公司產品的直銷商的參與者的任何行為、疏忽、或其他舉動所造成的商業信譽或機會的損失。

## 6.9 保密

仲裁的整個過程是不會向公眾公開並且應保密的。除非是法律的要求以及公司使用仲裁人的判決係為了作為決定將來的爭議的判例，如未獲得所有參與者的事前書面同意，不論任一參與者或仲裁人都不可以透露任何仲裁的存在、內容或結果。

## 6.10 執行判決；禁制措施

儘管有本仲裁政策，任何參與者亦可向美國猶他州有管轄權的法院，或如有需要，向任何其他有管轄權的法院申請裁決(i)執行仲裁人作出的仲裁判決或禁制措施，或(ii)於任何仲裁程序之前，或審理期間或在作出判決後，採取暫時的限制令、初步的禁令、或其他禁制措施。法院對任何訴訟所制定的合理措施，或執行一個仲裁判決或指令，將不構成任何參與者放棄對仲裁提交任何爭議的義務。

## 6.11 繼續有效

任何合約或您與公司之間的任何其他協議終止或有效期屆滿後，您的仲裁協議繼續有效。

# 7 第三人申訴

為保障公司、其資產及商譽不因第三人(非品牌專員)之索償或爭議而受到損害，公司要求下列事項：若品牌專員在使用公司專有財產時被控侵害第三人(非品牌專員)的專有權利，或在進行與公司有關之直銷業務時成為其他人士之索償或訴訟對象，或品牌專員所面對之索償或訴訟可能直接或間接地影響或危害到公司、公司的商譽或各種有形或無形資產時，品牌專員應立即通知公司。公司可給予品牌專員合理的通知後，自費採取其認為必要的各項行動（包括但不限於控制相關的所有訴訟或和解磋商），以保障公司本身、其商譽、以及有形和無形資產。對於所面對的索償和訴訟，品牌專員如未得公司同意，不得任意採取行動，但公司不得無正當理由拒絕同意。



# 第 8 章 一般條款

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## 1 一般條款

### 1.1 修訂合約

公司明示保留對合約作出任何修改之權利。修改之合約條款，須於修訂生效前 30 天在公司網站上、以品牌專員聯絡的正常通訊途徑或以本第 8 章第 1.6 節規定的通知方式進行公告。您同意，該經修改之合約條款在有關通知公告後 30 天即告生效，並自動納入您與公司所訂立的合約條款中，具有法律約束效力。該等經修改之條款生效後，您只要仍繼續作為品牌專員，從事任何商業活動或領取任何獎金，即表示您接納新的合約條款。

### 1.2 棄權聲明和例外

公司可自行酌情決定，放棄對品牌專員的違約行為採取或作出例外的相應行動的權利。公司如聲明任何放棄對違約行為採取相應行動或公司對合約之條款作出任何例外的行動，須以書面方式為之。如公司對品牌專員特定違約行為放棄採取相應行動，不代表亦放棄對品牌專員其後或其他的違約行為採取相應行動或給予例外予任何其他人士。公司可自行酌情決定，行使合約所賦予的任何權利或特權。公司作出的任何例外，或任何暫未或延遲行使合約所賦予的權利或特權，並不能詮釋為公司將來同樣給予例外或放棄使用該等權利或特權。

### 1.3 完整的合約

合約是最終表達您與公司就合約內一切事宜達成瞭解及協議的文件，並取代雙方之前或同時以口頭或書面形式達成的一切協議或瞭解。先前就合約事宜所作的記錄、備忘錄、說明、討論及敘述亦隨之失效。除非符合本政策與程序的規定，否則不得更改或修訂合約。同時，不得以之前或同時之口頭或書面協議作為駁斥合約存在的證據。

如合約條款與公司僱員或其他品牌專員作出的口頭闡述互有出入，則以合約條款為準。

### 1.4 合約條文之可分割性

如合約之任何條款在某法律管轄區域內被禁止行使、不具法律效力或不能執行，則該條款只是在該法律管轄區域內禁止行使、失效或不能執行。如合約之任何條款被禁止行使、不具法律效力或不能執行，合約之其餘條款未隨同失效或不能執行，亦未導致該合約條款在其他法律管轄區域內失效或不能執行。

### 1.5 準據法/管轄權

美國猶他州將是仲裁或解決任何其他爭議的唯一地點。合約的來源地是美國猶他州，以及有關合約將按照美國猶他州有關的法律管轄、解釋和詮釋，其他被選擇的法律將沒有效力。任何及所有爭議包括有關仲裁條款的有效性、仲裁地點和管轄權之唯一審判地為猶他州鹽湖城。您同意將涉及私人的爭議交由美國猶他州內任何法院裁決，並放棄對不適當的地點提出任何異議。

### 1.6 通知

除非合約另有規定，合約所要求或同意發送的通知或其他通訊，均應以書面形式發出，並將透過親自遞送、傳真、預付郵費之掛號郵遞、快遞等途徑發送。除合約另有規定，若通知是親自遞送，則於送達時視為送達；若是以傳真發送，則於發送一天後視為送達；若是以郵遞方式發送，除非公司接到更改地址之通知，否則於寄送到公司總部地址 (75 West Center Street, Provo, Utah) 或品牌專員協議書所記載之品牌專員地址五天後視為送達。

### 1.7 繼承人和權利

合約對各當事人及其繼承人及受讓人均有法律約束力，並須保障各當事人及其繼承人及受讓人的利益。

### 1.8 標題

合約所定的標題僅供參閱方便之用，不應限制或影響合約各條款規定。

### 1.9 內部參考

除非另有說明，否則本文提及的所有章或節均指本政策與程序中的章或節。

### 1.10 多元化和性別

本文的所有文字將會被視為包括複數和單數和包括所有性別。

### 1.11 翻譯

如合約的英文版本跟任何翻譯版本有任何差異，則以英文版本為準。

# 附錄 A - 專有名詞定義之詞彙表

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## AC

品牌專員紀律上訴委員會，其職責如第 6 章所述。

## 推廣材料

為銷售產品、招募他人成為準品牌專員或為訓練品牌專員之用的任何電子、印刷、口頭介紹或其他材料，而當中提及公司、公司產品、銷售獎勵計劃、或含有商品名稱或標誌、並可能包括個人化的推廣材料。

## 核准經營市場

公司以書面指定正式開放給所有品牌專員經營業務的市場。

## 實益權益

對於品牌專員帳戶：

不論是直接或間接的任何利益，包括但不限於任何所有權、現在或在將來收取利益（不論是否與財務有關）的權利、參加公司主辦的旅遊和其他活動的權利、以會員價購買產品的權利、任何形式的表揚或其他與品牌專員帳戶有關的有形或無形的權益。

任何人士在其配偶或同居人之品牌專員帳戶中擁有實益權益。

如某人士列名於某商業機構的商業機構表格中，則該人士將被視為在該商業機構的品牌專員帳戶中擁有實益權益。任何人士在該商業機構中擁有實益權益將被視為在該品牌專員帳戶中擁有實益權益。

如某人士以附加參與人的身份列名於共同參與表格中，則該人士將被視為在該品牌專員帳戶中擁有實益權益。

對於直銷公司：

不論是直接或間接的任何利益，包括但不限於任何所有權、現在或在將來收取利益（不論是否與財務有關）的權利、參加直銷公司主辦的旅遊和其他活動的權利、以批發價購買直銷公司產品的權利、任何形式的表揚或其他與直銷公司之品牌專員帳戶有關的有形或無形的權益。任何人士如 (i) 其配偶或同居人，或 (ii) 某人士在該商業機構中擁有實益權益；或 (iii) 如在該其他人士的品牌專員帳戶中享有利益 (不論是否與財務有關) 的任何人士，則該人士將被視為在直銷公司的品牌專員帳戶中擁有實益權益。



## 獎金

指公司根據品牌專員、其團隊及其品牌代表銷售產品之總數，並符合銷售獎勵計劃中的所有規定而付予給品牌專員的報酬。獎金乃按月計付。

## 品牌專員

經公司核准依據合約購買及零售產品、招募下線品牌專員以及根據銷售獎勵計劃的規定領取獎金的獨立訂約人。品牌專員與公司之間的關係由合約所規範。

## 品牌專員帳戶

一個由個人或商業機構與公司簽訂合約而成立的品牌專員帳戶。

## 品牌專員協議書

品牌專員的申請和協議書(包括，商業機構表格或共同參與表格(如適用))，均必須填妥並提交給公司，以申請成為品牌專員。

## 品牌專員組織

由品牌專員為特定的下線品牌專員所建立的組織，提供銷售輔助、激勵、或培訓資料、網站訂閱、業務輔銷品及輔助服務、培訓課程、表揚活動、領導或其他商業推廣工具。

## 品牌代表

指已達到銷售獎勵計劃所規定的品牌代表考核資格的品牌專員。品牌代表將自其上線保薦小組中脫離，而其銷售業績不會計入上線保薦人的業績總分或維持銷售業績及銜頭的條件中，但上線保薦人仍然可以根據銷售獎勵計劃的規定，持續從下線品牌代表的小組銷售業績中領取領導獎金。

## 商業活動

指有利於、推廣或協助直銷業務的任何活動，包括簽署品牌專員協議書、向公司購買產品或退貨、保薦及/或招募新品牌專員、使用信用卡、送貨服務、或公司自行裁量認為是對公司重要之業務推廣任何其他活動。

## 商業開發活動

指有利於、推廣、協助、或以任何方式支援業務、發展、銷售或推薦其他直銷公司的任何活動，包括但不限於銷售產品或服務、推廣事業機會、作為其他直銷公司的代表或其中一個代表出現，允許您的名字被其他直銷公司用作銷售其產品、服務或事業機會，代表其他直銷公司進行保薦或招募，作為其他直銷公司的董事會成員、行政人員、代表或直銷商、或擁有所有權、或直接或間接地擁有任何其他實益權益。

## 商業機構

任何商業機構，例如公司、合夥企業、有限責任公司、信託機構或其他根據其組織所在地合法成立的營業組織。

## 商業機構表格

指作為品牌專員協議書一部份的補充文件。商業機構必須填妥一份商業機構表格並由商業機構的每一位參與人簽署以申請成為品牌專員。商業機構表格必須列明所有合夥人、股東、委托人、行政人員、董事、成員或在該商業機構中擁有實益權益的任何人士。

## 創業錦囊

創業錦囊內有政策與程序、銷售獎勵計劃、品牌專員協議書、商業機構表格、共同參與表格以及其他銷售及展示材料，用以協助品牌專員開展和進行其獨立業務。

## 業務輔銷品

為銷售產品、招募他人成為準品牌專員或為訓練品牌專員之用而製作的任何電子、印刷、音頻或錄影介紹或其他材料，而當中提及公司、公司產品、銷售獎勵計劃、或含有公司商品名稱。

## 業務輔銷品及輔助服務

此詞彙包括業務輔銷品和業務輔助服務。

## 業務輔助服務

為銷售公司產品、招募他人成為準品牌專員或為訓練品牌專員之用的任何服務或業務輔助工具。

## 同居人

指與品牌專員同住，猶如其配偶但沒有經過註冊結婚之人士。

## 銷售獎金基數 (CSV)

銷售獎金基數是與各項產品相關的貨幣價值，用以計算建構獎金和領導獎金。每項產品的 CSV 偶爾會進行調整。

## 公司

Nu Skin International, Inc. (如新國際)及其關係企業，包括美國如新企業香港分公司。

## 公司核准的業務輔銷品

經公司書面核准可以在特定授權之市場使用的行銷材料。

## 機密資料

所有向您披露或由您發現，與公司有關的所有私人的、機密的及/或專有的資料，包括但不限於知識產權、商業秘密、網絡、個人資料、銷售業績和組織下線名單、說明書、草案、政策、程序、市場行銷以及策略資料、電腦軟體、培訓資料、非公開的財務資料以及任何此類資料的副本、筆記或任何其他公司認為對其業務具有專有的、高度敏感的、或有價值的資料。

## 合約

品牌專員與公司之間的協議，包括：本政策與程序、銷售獎勵計劃、品牌專員協議書、商業機構

表格、共同參與表格、補充服務、國際保薦協議書、訂購產品協議書、仲裁協議書以及其他國際協議書（以下統稱「合約」）。此合約是公司與品牌專員之間完整且唯一的協議。

## CRC

品牌專員紀律委員會，其職責如第 6 章所述。

## 直銷公司

指採用獨立訂約人作為銷售人員之公司，獨立訂約人銷售產品和服務係依據單層次或多層次的獎勵計劃按(i) 他們本身的銷售業績，及/或(ii) 已簽署合約並加入在該獨立訂約人之下之其他獨立訂約人所銷售相同產品和服務的銷售業績，而獲得獎金。

## 爭議

定義在第 7 章第 3 節。

執行總監級品牌大使的互聯網行銷網站

上述網站是指：(i) 目前享有執行總監級品牌大使或更高級別之品牌專員所擁有、營運、或提供資料的網站；及(ii) 正式在公司登記並遵守現行的登記通知規定。

## 小組

您的小組包含您及您所有零售客戶、會員、品牌專員及考核中品牌代表。您的品牌代表與他們的小組不包含在您的小組裡。所有您小組內的銷售業績都能被計入您的建構業績區塊及小組銷售獎金基數。

## 國際保薦人

指品牌專員凡具有良好信譽，並根據國際保薦協議書，獲准在其首次與公司建立品牌專員帳戶的市場、地區或其他政治管轄區域以外的核准經營市場作為保薦人。

## 互聯網行銷網站

「互聯網行銷網站」是指網絡上的任何網站 (a) 主要用於（或用於其中重要部分）張貼或交流有關公司、其產品、或銷售獎勵計劃 / 收入機會的資訊，或 (b) 其中包含「網絡行銷資料」。網絡行銷資料是指非經公司製作以及批准張貼在個人部落格網誌、臉書(facebook)頁面和社群網站上有關公司的行銷資料、產品、或銷售獎勵計劃 / 收入機會。

## 共同參與表格

指一份補充文件，而該文件是品牌專員協議書的一部分。共同參與表格必須由申請成為品牌專員的個別人士以及每一位希望以參與人身份經營該品牌專員帳戶的人士填寫和簽署。共同參與表格必須列出共同參與品牌專員帳戶的所有參與人。

## 授權協議書

為公司與執行總監級品牌大使之間的協議，規範執行總監級品牌大使在其業務輔銷品及輔助服務以及在網站上使用公司特定商標、商品名稱權利的授權使用。

## 會員

會員並不是品牌專員，會員是經由品牌專員推薦並可用會員價向 Nu Skin 購買產品的人。會員不可以推薦他人註冊成為品牌專員，也沒有轉售產品的權利。

## 網絡

公司的品牌專員和顧客網絡以及所有記錄上述網絡或成員的各種名單，包括但不限於，任何及所有由公司蒐集有關品牌專員和顧客的聯絡或個人資料。

## 非原居市場

品牌專員原居市場以外的核准經營市場。

## NSI

指 Nu Skin International, Inc., 75 West Center Street, Provo, Utah 84601, USA。

## 如新香港

指 Nu Skin Enterprises Hong Kong, LLC，NSI 的關係企業，(i) 在香港註冊，營業地址為香港銅鑼灣恩平道 28 號利園 2 期嘉蘭中心 10 樓; 及(ii)

在澳門註冊，其營業地址為澳門新口岸北京街 244-246 號澳門金融中心 6 樓 H 座(“如新澳門”)。

## 參與人

在某商業機構或品牌專員帳戶中擁有實益權益或職位的任何人士。

## 人士

指個人或商業機構。

## 個人化的宣傳材料

印有公司名稱或標誌以及品牌專員姓名、地址、電話號碼及其他個人聯絡資料的名片、信箋、文具、信封、便條紙、自動黏貼標籤、名牌或直銷協會名片。

## 政策與程序

本文件（包括補充政策）所連載，用以規範品牌專員應如何經營其業務，以及規範相關當事人之間的權利與關係的政策。

## 產品

公司在各核准經營市場之關係企業所銷售的產品和服務。

## 考核中品牌代表

考核中品牌代表是已經遞交品牌代表考核意向書並開始資格考核但未完成考核的品牌專員。

## 原居市場

如果品牌專員協議書是由您個人所簽訂，其生效的市場也就是您作為公民或合法的居民的市場、地區或其他政治管轄區域。如果品牌專員協議書是由商業機構所簽訂，如公司、合夥企業、有限責任公司、或任何其他形式的商業機構，您的商業機構是根據您原居市場之市場、地區或其他政治管轄區域的法律合法設立，同時該商業機構的每個成員在該原居市場具有適當的開展業務的合法授權，並且您的品牌專員協議書生效的市場也就是您的原居市場。

## 零售客戶

是任何無品牌專員或會員身份，而直接向 Nu Skin 或者品牌專員購買產品的人。

## 銷售獎勵計劃

列述公司對品牌專員計付獎金的條件及其他詳細規範的特定計劃。

## 銷售業績

銷售業績是公司用以比較產品在不同貨幣和市場中相對價格的一個點數機制。每個產品都會有一個特定的銷售業績點數。分享業績區塊、建構業績區塊及領導力團隊銷售業績都是由銷售業績點數構成。銷售業績與銷售獎金基數是不一樣的。

## 保薦人

成功介紹另一名人士成為其直屬團隊內品牌專員的品牌專員。

## 團隊

指由品牌專員在其銷售組織內所直接保薦或與保薦有直接連結的一組品牌專員。

## 未核准經營市場

任何並非核准經營市場的市場。

## 網址

全球資源定位器或網頁地址。

# 附錄 B

## 執行總監級品牌大使的業務輔銷品及輔助服務政策

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### 1 執行總監級品牌大使的業務輔銷品

#### 1.1 遵守法律及政策與程序

執行總監級品牌大使的業務輔銷品必須遵守本政策與程序，以及所有適用的法律和規則，包括其他人士的任何知識產權。您對您的執行總監級品牌大使的業務輔銷品的內容負全部責任。執行總監級品牌大使的業務輔銷品的登記僅僅是為了追蹤目的，公司並沒有責任確保您的執行總監級品牌大使的業務輔銷品符合適用的法律和規定。登記程序並不代表是公司的法律意見，公司強烈建議您應該就有關您的執行總監級品牌大使的業務輔銷品的合法性與否向您的法律顧問諮詢專業意見。

#### 1.2 出版者的識別

執行總監級品牌大使的業務輔銷品必須顯著地標示(a) 輔銷品是「獨立品牌專員所製作」，以及公司可以要求標示其他注釋以供識別該輔銷品是品牌專員所製作的，和(b) 出版該執行總監級品牌大使的業務輔銷品的執行總監級品牌大使的姓名和住址。例如：「本輔銷品由如新國際的獨立品牌專員 John Doe 所製作，[住址]」。您不可以陳述、建議或暗示執行總監級品牌大使的業務輔銷品是經公司製作、批准、認可、提供或推薦的。

#### 1.3 公司製作物內容的使用

執行總監級品牌大使的業務輔銷品可以使用公司指定的公司製作物的內容，例如圖片、錄影和產品的描述，以及銷售獎勵計劃，於(i) 執行總監級品牌大使的業務輔銷品，和 (ii) 您打算於某授權市場使用該輔銷品。在執行總監級品牌大使的業務輔銷品中使用任何公司商標、商品名稱、口號、或受版權保護的資料及任何公司製作物的內容，必須遵守在授權協議書中的條款。如果您使用公司製作物的內容，您不能更改其內容並須清楚地表明公司對該內容擁有版權。公司有權酌情保留隨時取消對上述使用任何公司製作物的資料的權利。



## 2 執行總監級品牌大使的業務輔銷品及輔助服務的銷售

### 2.1 銷售前的登記要求

在向其他品牌專員銷售你的執行總監級品牌大使的業務輔銷品及輔助服務之前，您必須根據第 3 章第 6 節的規定向公司登記執行總監級品牌大使的業務輔銷品及輔助服務並得收到登記通知。

### 2.2 業務重點是銷售產品

您業務的主要重點必須放在銷售消費性的產品上。執行總監級品牌大使的業務輔銷品及輔助服務的銷售不能成為您主要的收益來源。公司建議執行總監級品牌大使的業務輔銷品及輔助服務應以一個不高於成本價的價錢出售。為符合本原則，您也不可以向其他品牌專員提供任何獎勵以銷售執行總監級品牌大使的業務輔銷品及輔助服務予其他品牌專員和顧客。例如，您不可以直接或間接地支付獎金給銷售執行總監級品牌大使的業務輔銷品及輔助服務給其他品牌專員或顧客的品牌專員，或轉介執行總監級品牌大使的業務輔銷品及輔助服務的潛在購買者給您的品牌專員。

### 2.3 不強制購買；不銷售給準品牌專員

您不可以要求任何準品牌專員以購買業務輔銷品及輔助服務作為加入成為品牌專員的一個先決條件。您也不可作以下陳述、建議、或暗示：

- 公司或執行總監級品牌大使的業務輔銷品及輔助服務是加入或成功經營業務的必須或必要條件；
- 公司或執行總監級品牌大使的業務輔銷品及輔助服務是得到上線支援和培訓必須或必要的條件；
- 執行總監級品牌大使的業務輔銷品及輔助服務是由公司所製作或出售；或
- 公司批准、認可或推薦該執行總監級品牌大使的業務輔銷品及輔助服務。

在準品牌專員尚未向公司遞交申請成為品牌專員前，您不可向其銷售任何公司或執行總監級品牌大使的業務輔銷品及輔助服務。

### 2.4 退貨政策

就有關執行總監級品牌大使的業務輔銷品及輔助服務的銷售，您必須提供與公司的業務輔銷品相同條件的退貨政策。您必須對於購買日起 12 個月內就要求退回任何未經開封及可以重新銷售的執行總監級品牌大使的業務輔銷品及輔助服務，退回其購買價格的 90%。

### 2.5 公開聲明

在第一次銷售執行總監級品牌大使的業務輔銷品及輔助服務給某位品牌專員時，您必須向其提供一份業務輔銷品的公開聲明。您可從「我的辦公室」的網站上取得所需的業務輔銷品的公開聲明

副本。您應該定期查閱網站的資訊以確保您手中的公開聲明是最新版本。在購買執行總監級品牌大使的業務輔銷品及輔助服務的同時，您如有依據下文第 2.6 節的規定給予收據，則視為已履行本第 2.5 節所規定的責任。

## 2.6 收據

您必須提供收據給所有購買執行總監級品牌大使的業務輔銷品及輔助服務的買方。您的收據必須符合第 2 章第 5.3 節的規定並包括披露以下的內容：

你無須購買任何業務輔銷品或服務以使您成為如新品牌專員。

「本業務輔銷品或服務是由如新國際的獨立品牌專員所製作和發行而不是由如新國際所製作和發行。雖然某些品牌專員可能認為該等產品和服務有助於他們開展如新業務，但購買上述產品和服務不是您成為品牌專員的必要條件，及不會因您已購買上述產品和服務而保證您一定會成功。拒絕購買上述產品和服務並不會影響您的上線應提供給您培訓和支援的責任。如新國際未有批准、認可、推薦或支持此等資料和服務。您花費在此等資料上的支出應該合理並且所花費的金額應該與您的業務和銷售量有關。

如果您希望退回業務輔銷品或服務，您只可以向對您出售業務輔銷品或服務的品牌專員要求退款。如您在購買日後 12 個月內退還任何未經開封及可以重新銷售的業務輔銷品或服務給售賣者至該收據所列明的地址，您可以獲得原購買價 90% 的退款。」

倘若您以訂閱形式，或品牌專員對於每次購買沒有明確要求的其他方式（例如每月的網絡使用費）提供執行總監級品牌大使的業務輔銷品及輔助服務，則您必須為首次訂閱或訂購和任何隨後的收據中載明包括以下的詞句：「您可以隨時以書面或電子通知書的方式寄至[插入名字和聯絡資料（包括電子郵件）] 終止您的 [訂購/訂閱等]。」

## 2.7 遵守法律規定

銷售執行總監級品牌大使的業務輔銷品及輔助服務及任何執行總監級品牌大使的業務輔助服務的履行，必須遵守本政策與程序和所有適用的法律和規則，包括但不限於就有關消費者隱私、資料保護，反電話騷擾規則、反垃圾郵件規則和任何關於消費者保護的法律。您承擔全部責任以確保您會遵守所有適用的法律，以及如公司因您的違法行為而招致任何責任，您將對公司負責。我們鼓勵您就有關遵守此等法律和規則的事宜諮詢您自己的法律顧問。儘管公司可以審查執行總監級品牌大使的業務輔銷品及輔助服務並可以要求修改該資料，然而公司的審查及許可銷售該執行總監級品牌大使的業務輔銷品及輔助服務，並非是公司的法律建議也不以任何方式表示該資料係符合所有適用的法律規定。



## 2.8 負擔能力

您必須確保銷售給另一位品牌專員的任何執行總監級品牌大使的業務輔銷品及輔助服務的數量與費用相對於該品牌專員的業績和獎金是合理的。您不可以鼓勵品牌專員以借款負債方式購買公司或執行總監級品牌大使的業務輔銷品及輔助服務。

## 2.9 禁止在公司活動中進行銷售活動

您不可以在公司所協辦及主辦的全部或部分會議或活動中展示、推廣或銷售任何執行總監級品牌大使的業務輔銷品及輔助服務。

## 2.10 網頁

雖然您可以讓其他品牌專員使用您的網頁並收取合理的費用以補貼您提供服務的花費；然而，如未取得公司事前的書面批准，您不可以銷售複製或網頁格式給其他品牌專員。

## 2.11 公司保留權利；限制性契約

- (a) 您同意，銷售執行總監級品牌大使的業務輔銷品及輔助服務給其他品牌專員的權利是附有條件的，所有與購買執行總監級品牌大使的業務輔銷品及輔助服務的品牌專員有關的資料均屬公司資產，包括他們的聯絡資料。您同意，如您終止您的品牌專員帳戶，您將：(i) 立即把所有該等資料和任何副本歸還給公司或作銷毀；及(ii) 不得為任何用途而使用該等資料。
- (b) 鑒於公司允許您行銷並銷售執行總監級品牌大使的業務輔銷品及輔助服務給其品牌專員，您在此同意，在您作為品牌專員期間及此後兩年，您將不會以任何方式，直接或間接招募、教唆、或保薦任何品牌專員（包括向您購買執行總監級品牌大使的業務輔銷品及輔助服務的任何品牌專員），以(i) 建立關係，(ii) 推廣、銷售或購買產品或服務，(iii) 參加為銷售人員，(iv) 或以其他方式跟其他直銷公司聯繫在一起，或鼓勵任何品牌專員或顧客這樣做或終止和公司的關係。此責任在合約終止後仍然繼續有效。

## 2.12 記錄

您必須就有關執行總監級品牌大使的業務輔銷品及輔助服務的任何銷售，保留準確和完整的記錄，包括製作成本費用的財務記錄以及自銷售執行總監級品牌大使的業務輔銷品及輔助服務產生的利潤。如公司提出要求，您必須提供該記錄給公司審查以確認您是否有遵守本政策與程序有關任何銷售執行總監級品牌大使的業務輔銷品及輔助服務的規定。您必須立即並完全地遵從公司任何審查您品牌專員帳戶紀錄的要求。

### 3 執行總監級品牌大使的業務輔銷品及輔助服務的登記

#### 3.1 登記申請書

- (a) 為了登記執行總監級品牌大使的業務輔銷品及輔助服務，您必須向公司提交一份登記申請書連同一份被提議的執行總監級品牌大使的業務輔銷品及輔助服務的副本以及其他輔助文件。登記申請書內容包含管理您所製作和發行的執行總監級品牌大使的業務輔銷品及輔助服務的特別條款及條件規定。依據登記申請書而發出的登記通知將於發出日起兩年內有效。在有效期滿前，任何額外提出的執行總監級品牌大使的業務輔銷品及輔助服務，將會被作為在公司記錄中的目前登記申請書的附錄。當該登記通知有效期屆滿時，您必須提交一份新的登記申請書以繼續使用任何之前已遞交的執行總監級品牌大使的業務輔銷品及輔助服務，或提交任何新的執行總監級品牌大使的業務輔銷品及輔助服務。
- (b) 登記申請書可以從「我的辦公室」網站或您的事業發展伙伴處索取。公司可以要求您修改您提議的執行總監級品牌大使的業務輔銷品及輔助服務，因此在未收到公司的登記通知前，您不要將該資料製作的多份副本或支出其他龐大的費用。若您不遵守此規定，公司可要求您銷毀該副本、支付重印執行總監級品牌大使的業務輔銷品的費用或其他不必要或重複的費用，而公司將不會補償您此等費用。

#### 3.2 附加文件；審核權利；修改

當公司收到您的登記申請書時，公司將審核該申請書和所遞交的相關資料，並可自行酌情對您的執行總監級品牌大使的業務輔銷品及輔助服務提供任何適當的修改建議。公司可以要求您提供適當的附加文件、輔助文件和法律意見。公司有權隨時審查您的執行總監級品牌大使的業務輔銷品及輔助服務，包括在發出登記通知後的額外的審查。您必須提供公司對審查執行總監級品牌大使的業務輔銷品及輔助服務所需的任何密碼或身份識別碼。根據任何此類審查，公司可自行裁量要求您對您的執行總監級品牌大使的業務輔銷品及輔助服務作出修改。如果公司通知您必須做任何須要的修改時，您必須立即對您的執行總監級品牌大使的業務輔銷品及輔助服務作修改；並且不能再繼續使用、提供、銷售或執行任何未根據公司指示進行修改的執行總監級品牌大使的業務輔銷品及輔助服務。

#### 3.3 申請費用

公司可為申請登記執行總監級品牌大使的業務輔銷品及輔助服務而收取合理的費用。

#### 3.4 登記通知

在審核登記申請書之後，公司將決定是否對該品牌專員的業務輔銷品及輔助服務的申請發出登記通知。公司有權自行酌情決定和沒有義務必須為登記申請書發出登記通知，以及公司可酌情拒絕

發出登記通知。在該情況下，您不可以使用、提供、銷售、或執行登記申請書所稱的執行總監級品牌大使的業務輔銷品及輔助服務。如公司決定發出登記通知，公司將把登記通知寄送至您在申請書中所載明的地址。

### 3.5 登記的更新；撤銷

- (a) 登記通知將會註明該登記通知的有效日期。如果登記通知的有效期已滿，除非您已向公司再次遞交資料並得到公司為該執行總監級品牌大使的業務輔銷品及輔助服務所發出的新的登記通知，否則您不可以繼續使用、提供、銷售或執行任何業務輔銷品及輔助服務。您希望續期的資料將作為您目前在公司記錄中的申請書的一部份，並根據相同的程序處理。如您的登記申請書有效期已滿，則您必須遞交一份新的登記申請書以及您希望續期的任何執行總監級品牌大使的業務輔銷品及輔助服務。
- (b) 對於任何違反本政策與程序的行為，公司保留自行酌情決定隨時終止及撤銷任何登記通知的權利。如登記通知被撤銷，則您必須立即停止使用或發行該執行總監級品牌大使的業務輔銷品及輔助服務。公司不會負責也不會補償您因登記通知被撤銷而已產生的製作執行總監級品牌大使的業務輔銷品及輔助服務的任何費用。