

自動訂貨計劃申請合約(「本ARO合約」)

在本ARO合約,「**如新香港**」指Nu Skin Enterprises Hong Kong, LLC,其營業地址為香港銅鑼灣恩平道28號利園2期10樓。「**如新澳門**」指Nu Skin Enterprises Hong Kong, LLC,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**」是指如新香港和如新澳門的統稱,而除非文義另有所指,對於香港品牌專員/會員而言指如新香港,對於澳門品牌專員/會員而言指如新澳門。

本人明白,只要本人在每一個月的發貨日或之前通過自動訂貨計劃(「**ARO 計劃**」)所訂購的任何一張訂單總價不少於港幣/澳門幣500元,本人便可享有ageLOC Me®新智我®智芯組合的特別折扣及指定Nu Skin及PHARMANEX®單品的折扣優惠。

ARO計劃乃一項自選性計劃,獨立品牌專員/會員可選擇參與ARO計劃,透過使用指定的信用卡持續購貨付款。本ARO合約一經簽署,有意參與ARO計劃的品牌專員/會員必須遵從下列條款與條件:

- A. 如果本人已選擇參與ARO計劃以每月自動收到指定的產品及數量,這些產品之購買款項將每月依照本人選擇的付款方式付款。
- B. 倘若如新於當月發貨日七(7)個工作天前未有收到本人提出書面要求如新對產品訂單作出任何更改;或如本人未有於當月發貨日七(7)個工作天前滿足 ARO 計劃單一訂單不少於港幣/澳門幣 500 元的要求,如新會於當月按本人於背頁填寫之預先選定之產品自動為本人訂購產品,並且會按本人預先選定的送貨/提貨方式處理本人的訂單。同時,如新保留對送貨安排的要求作出收取相關行政費用的權利。
- C. 為支付每月ARO計劃訂單之費用,本人現授權如新按照本人提供的信用卡資料作自動扣款安排。如新在一般情況下會於發貨日前五(5)個工作天內安排扣款,除非本人另有授權,否則如新不會向本人的信用卡帳戶徵收其他費用。
- D. 如本人於ARO計劃內預選之產品缺貨或其他與本人無關的原因而無法向本人提供部分或全部預選產品,則如新可在無需給予本人事先通知之情況下,安排延遲送貨給本人。如新可能對本人於ARO計劃內所選擇收取的指定產品作價格調整或停售該產品。在此情況下,如新將會通知本人此等變動,並作出另類安排。(i)若是價格調整的情形,如新將根據調整後之價格繼續向本人發送本人於ARO計劃內選擇的產品,及(ii)若是產品停售情形,如新會繼續向本人發送其他已選擇之產品,並有權以另一種相同或更高價格的產品代替已停售之產品。除非本人於產品停售或新價格生效前七(7)個工作天以書面指示如新另作安排。本人明白,如本人於產品發貨日後十四(14)天內通知如新取消訂購已加價之產品,本人將可獲該產品的全數退款。
- E. 本人明白ARO計劃的產品均以折扣價出售,如根據如新的退貨退款政策辦理產品退款時,本人同意如新以折扣價作為購買價以計算退款金額。
- F. 若本人退回任何為符合考核資格而購買的產品,本人同意本人必須再購買產品以符合相關資格。
- G. 本人同意如新可(i)因任何原因隨時暫停或終止ARO計劃;及(ii)在以下情況暫停或終止本人在本ARO合約參與ARO計劃之權利:
(A)本人所提供的購貨支帳的信用卡帳戶或銀行授權已逾期失效、被取消或以其他方式被終止或因任何原因而未能支付如新款項,(B)如新根據以下第H段的規定,因於發貨日起之十四(14)天內本人仍未提取產品或產品未被送遞給本人而取消本人的產品之訂單,(C)本人違反本ARO合約或「**合約**」(定義見品牌專員協議書和國際保薦協議書(適用於品牌專員)/會員協議書(適用於會員)之條款及條件,或(D)如新終止本人的如新帳戶。受限於如新可根據第J段收回本人所獲得的所有產品折扣優惠的權利,本人可以三十(30)天之事先書面通知如新終止本ARO合約。
- H. 本人明白如新對於處理本人已購買的產品及/或業務輔銷品但仍未被本人領取及/或被送遞給本人時,將招致行政上的時間及費用。因此,本人同意以下條款:
 - (i) 當產品及/或業務輔銷品應由本人提取而本人於發貨日起之十四(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,如新會取消本人訂購該產品及/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%款項退回給本人,但將先扣除已發放的獎金(適用於品牌專員),而無需再向本人提示、通知或交代。如果如新已就該產品向本人支付獎金(適用於品牌專員),則如新將會依據政策與程序第2章第6.9節的規定向本人收回該筆獎金。
 - (ii) 若本人要求如新而如新同意送遞任何產品及/或業務輔銷品給本人,但由於本人所提供的送遞地址不正確或地址不全或本人所提供的收貨人不在該地址,致使如新未能送遞產品及/或業務輔銷品給本人,如新會再次與本人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。若本人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)，但本人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。如新會再次與本人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加三(3)個工作天。假如本人已購買的產品及/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，如新會取消本人訂購該產品及/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%款項退回給本人，但將先扣除已發放的獎金(適用於品牌專員)，而無需再向本人提示、通知或交代。如果如新已就該產品向本人支付獎金(適用於品牌專員)，則如新將會依據政策與程序第2章第6.9節的規定向本人收回該筆獎金。

- I. 在本ARO合約下的ARO計劃在如新接納本人ARO計劃的第一張訂單的當月發貨日起開始生效(就算非在發貨日當日下午第一張訂單，生效日亦會自發貨日起算)，有效期為六個月，ARO計劃到期時本ARO合約即到期。
- J. 本人明白及同意若(i)本人在合約到期前終止本ARO合約，或(ii)如新根據以上第G段暫停或終止本人在本ARO合約參與ARO計劃之權利，則如新可從本人品牌專員/會員帳戶或本人提供的信用卡帳戶或以其他方式，收回本人按照本ARO合約而獲得的所有產品折扣優惠。
- K. 本人明白若本人不希望本ARO合約於期滿日後自動以相同條款及條件續約，本人必須於期滿日三十(30)天前以書面通知如新，否則本人會被視為已同意按照本ARO合約之相同條款及條件續簽本人之ARO合約，包括但不限於根據本ARO合約上述之第C段每月從本人的信用卡帳戶內扣款。
- L. 本人明白本ARO合約所訂明的條款與條件，於任何情況下均不會取代或修訂本人的品牌專員協議書和國際保薦協議書及原居市場產品訂購協議書(適用於品牌專員)/會員協議書(適用於會員)的條款與條件。
- M. 在受限於本ARO合約第D及E段的情況下，本人明白本ARO合約訂購的所有產品，均受如新香港的退貨退款政策所約束。退貨退款政策不適用於產品推廣。在該情況下，如新將給予明確的事前通知。
- N. 本人明白如新有權隨時於發給本人三十(30)天的事先通知後修改本ARO合約或終止本ARO合約。本人可發給如新書面通知反對該修訂，如新於收到該通知後將終止本ARO合約。然而，如果如新於發給本人修訂通知後三十(30)天內並未收到本人的書面反對通知，本人同意如新可視作本人已接受該修訂。
- O. 如本ARO合約的條款與如新之政策與程序(適用於品牌專員)/會員協議書(適用於會員)有任何抵觸，則以政策與程序(適用於品牌專員)/會員協議書(適用於會員)為準。
- P. 本ARO合約有中、英文兩個版本。若兩個版本有任何差異，以英文版本為準。

Automatic Re-Ordering Program Enrollment Agreement ("ARO Agreement ")

In this ARO Agreement, "Nu Skin Hong Kong" refers to Nu Skin Enterprises Hong Kong, LLC with business address at 10/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong and "Nu Skin Macau" refers to Nu Skin Enterprises Hong Kong, LLC. with business address at Rua de Pequim No. 244-246, 6-H Macau Finance Centre, Macau. "Nu Skin" refers to Nu Skin Hong Kong and Nu Skin Macau collectively and unless the context otherwise requires, means Nu Skin Hong Kong in respect of Hong Kong brand affiliates/members and means Nu Skin Macau in respect of Macau brand affiliates /members.

I understand that I will be able to enjoy special discounts on ageLOC Me® Cartridges sets and Nu Skin and PHARMANEX® single products on any order of not less than HK\$/MOP500 in total that I place each month on or before the Date of Distribution under the Automatic Re-Ordering Program ("ARO Program").

The ARO Program is an optional program by which Independent Brand Affiliates/Members may become an ARO Program participant and place a continuing order to be charged against the specified credit card. By signing this ARO Agreement, Independent Brand Affiliates/Members desiring to participate in this ARO Program agrees to the following terms and conditions:

- A. If I have elected to participate in an ARO Program for specified type and quantity of products that I desire to receive each month automatically, then these products will be charged on a recurring monthly basis in the form of payment I have provided.
- B. If Nu Skin has not received my written request to Nu Skin for any change(s) regarding my product order seven (7) working days before the Date of Distribution of a particular month; or if I fail to fulfill the requirement of at least one single product order in total amount not less than HK\$/MOP500 under the ARO Program seven (7) working days before the Date of Distribution, Nu Skin will order the pre-selected products as set out on the reverse page automatically for me in that particular month and will process my order according to my designated delivery/collection method. Meanwhile, Nu Skin reserves the right to charge an administrative fee for the request of delivery.
- C. To pay for each monthly order under the ARO Program, I authorize Nu Skin to establish an automatic credit card debit arrangement according to the credit card information I provided. Under normal circumstances, Nu Skin will arrange for charging my specified credit card for payment within five (5) working days before the Date of Distribution. Nu Skin will make no other charge to my designated credit card payment account except those that I have authorized.
- D. If some or all of the pre-selected products that I have chosen to receive under the ARO Program cannot be provided to me due to stocks shortage or other reasons not attributable to me, Nu Skin may postpone the delivery without giving prior notice to me. Nu Skin may change the price of or discontinue the specific products that I have chosen to receive under the ARO Program. In such case, Nu Skin will notify me of the change and subject to the alternate arrangements, (i) in the case of a price change, Nu Skin will ship me the same items I have selected under the ARO Program, but at the new price, and (ii) in the case of discontinuance of products, Nu Skin will continue to ship me the remaining selected items, and may substitute another product of equal or greater value for the discontinued product, unless in either case I direct Nu Skin in writing to do otherwise by serving Nu Skin seven (7) days' notice prior to the effective date of product discontinuance or new price. I understand that I will receive a 100% refund on any product where the price has been increased if I notify Nu Skin of cancelling order of such product within fourteen (14) days of the Date of Distribution.
- E. I understand that products are sold at discounted price under the ARO Program. In case of product refund pursuant to the refund policy of Nu Skin, I agree that Nu Skin shall use discounted price as the purchase price to calculate the refund amount.
- F. If I return any products from a qualifying purchase, I agree that I must repurchase products in order to remain qualified.
- G. I agree that Nu Skin may (i) suspend or terminate the ARO Program at any time and for any reason; and (ii) suspend or terminate my right to participate in the ARO Program under this ARO Agreement if: (A) the credit card or bank authorization provided by me expires, is cancelled or otherwise terminated or cannot be used to pay Nu Skin for whatever reasons, (B) Nu Skin cancels my order of products which are not collected by me or cannot be shipped to me within fourteen (14) days from the Date of Distribution pursuant to paragraph H below, (C) I violate the terms and conditions of the ARO Agreement or the "Contract" (as defined in the Brand Affiliate Agreement and International Sponsor Agreement

(applicable to brand affiliates) / Member Agreement (applicable to members), or (D) Nu Skin terminates my Nu Skin account. Subject to the right of Nu Skin to recoup all amounts of product discount I received under paragraph J below, I may terminate this ARO Agreement upon 30 days' prior written notice to Nu Skin.

- H. I acknowledge that administrative time and costs will be incurred by Nu Skin to retain products and/or business support materials purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that IN THE EVENT THAT:
- (i) when collection is to be made by me and I 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 me, cancel my 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 me 90 percent of the purchase price less applicable bonuses (applicable to brand affiliates). If bonuses have already been paid on such products, then Nu Skin will recoup my bonuses (applicable to brand affiliates) as set forth in Section 6.9 of Chapter 2 of the Policies and Procedures.; or
 - (ii) where I have requested Nu Skin and Nu Skin has agreed to deliver any products and/or business support materials to me but Nu Skin is unable to deliver such products and/or business support materials to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by me, and I fail or neglect to collect the products and/or business support materials from Nu Skin, Nu Skin will contact me again for delivery arrangement but will charge me HK\$50 as the second delivery fee or the administrative fee for order amendment. If I 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) I designated, but I 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 me again for delivery arrangement but will charge me 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 I 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 me, cancel my 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 me 90 percent of the purchase price less applicable bonuses (applicable to brand affiliates). If bonuses have already been paid on such products, then Nu Skin will recoup my bonuses (applicable to brand affiliates) as set forth in Section 6.9 of Chapter 2 of the Policies and Procedures.
- I. The ARO Program of this ARO Agreement shall take effect on the Date of Distribution in the month when Nu Skin accepts my first order under the ARO Program (effective date will be the Date of Distribution even though the first order may not be placed on the Date of Distribution). The ARO Program will be effective for 6 months and this ARO Agreement will expire upon expiry of the ARO Program.
- J. I understand and agree that in the event that (i) I terminate this ARO Agreement before its expiry, or (ii) Nu Skin suspends or terminates my right to participate in the ARO Program under this ARO Agreement pursuant to paragraph G above, Nu Skin may recoup all amounts of product discount I received under this ARO Agreement by debiting my brand affiliate account/member account or the credit card I provided or otherwise.
- K. I understand that if I do not wish this ARO Agreement to be automatically renewed under the same terms and conditions at its expiry date, I must notify Nu Skin in writing thirty (30) days prior to the expiry date of this ARO Agreement, otherwise, I shall be deemed to agree to renew the ARO Agreement on the same terms and conditions of this ARO Agreement, including but not limited to debiting my credit card every month in accordance with the above paragraph C of this ARO Agreement.
- L. I understand that the terms and conditions contained in this ARO Agreement do not supersede or modify in any way the terms and conditions of my Brand Affiliate Agreement and International Sponsor Agreement and Resident Market Product Purchase Agreement (applicable to brand affiliates) / Member Agreement (applicable to members).
- M. Subject to paragraph D and E of this ARO Agreement, I understand that all products ordered under this ARO Agreement are subject to the Refund Policy of Nu Skin. The refund policy may not apply to product promotion. In such a case, Nu Skin will give specific notification in advance.
- N. I understand that Nu Skin has the right to serve thirty (30) days prior notice on me to make any amendments on this ARO Agreement from time to time or terminate this ARO Agreement. I may object to such amendments by giving a written notice to Nu Skin and upon receipt of such notice, Nu Skin will terminate this ARO Agreement. However, if Nu Skin has not received my objection notice in writing within thirty (30) days of issuance

of the notice of amendments, I agree that Nu Skin may deem that I have accepted such amendments.

- O. In the event of any conflict between any terms in this ARO Agreement and the Policies and Procedures (aplicable to brand affiliates) / Member Agreement (applicable to members) of Nu Skin, the Policies and Procedures (aplicable to brand affiliates) / Member Agreement (applicable to members) shall prevail.
- P. This ARO Agreement is written in both Chinese and English versions. In case of any inconsistency between the two versions, the English version shall prevail.