

# Policies and Procedures - Vietnam

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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:

- (a)      Complete and sign a Brand Affiliate Agreement (“BAA” ) ; and
- (b)      Return the Brand Affiliate Agreement, together with all the required documents 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 submit a Brand Affiliate Agreement apply for a Brand Affiliate account 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, if there are more Persons want to participate in a Brand Affiliate Account, then the Persons must apply as a Brand Affiliate Account with joint participation as set forth in Section 1.10A of this Chapter 1.

### **1.3      Age Requirements**

You must be at least 18 years old and have full capacity for civil acts to become a Brand Affiliate.

### **1.4      Minors**

(Not Applicable in Vietnam).

### **1.5      Legal Residency**

Your Brand Affiliate Agreement must be filed and your Brand Affiliate Account maintained in the country or market where you are a citizen and where you have a legal right to do the business. If you are unable to prove your citizenship, or legal right to do business in the country or 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 Vietnam (which must also be an Authorized Country).

Foreign individuals and Vietnamese individuals residing overseas who do not have Vietnamese nationality or those applicants who are prohibited by Vietnamese laws and regulations to participate in multi-level selling (including but not limited to cadres and civil servants) may not file your Brand Affiliate Agreement in Vietnam.

### **1.6      Former Brand Affiliates**

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

### **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 Brand Affiliate. 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 Agreement 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 Brand Affiliate Agreements from an applicant, the first Brand Affiliate Agreement is received by Nu Skin Vietnam, and base on the first Brand Affiliate Agreement to determine who your Sponsor is.

### **1.9 Tax Payer Identification Number**

You will be required to provide the Company with your tax identification number (including but not limited to, your Code of Personal Income Tax) 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 are included in and sign the Brand Affiliate Agreement with you. The Company may also place a sales order or Bonus hold on your account until you provide your tax identification number and your tax identification number has been verified.

### **1.10 Business Entities**

(Not Applicable in Vietnam).

#### **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 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 and adapt all the conditions to do business in the country or 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) Each of the Additional Participants only apply/ own one Brand Affiliate Account at the same time;
- (c) Brand Affiliate with joint participation is responsible for complying with the provisions set in this Brand Affiliate Agreement, Policy and procedure of operation and Legal regulations relating to management of doing business as the multi-level method such as the Principal Brand Affiliate;
- (d) The Principal Brand Affiliate is the sole individual has the right to take any action on behalf of the Individual(s) as Additional Participant(s) to jointly participate in your Brand Affiliate Account with respect to the Brand Affiliate Agreement (including the execution of any such agreements) or any other matters relating to the Company, and that the Company shall be entitled to rely on instructions and requirements of the Principal Brand Affiliate with respect to all matters pertaining to the Brand Affiliate Agreement (including amounts payable as Bonuses) or any matters in the relationship between the Brand Affiliate and the Company;

- (e) Each of the Additional Participants is jointly liable for the acts and omissions of any of the other Participants of 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
- (f) 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

(Not Applicable in Vietnam).

### 1.12 Temporary Accounts

(Not Applicable in Vietnam).

## 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 Affiliate. The Company collects from you and holds certain personal information about you in order to provide you with support, the benefits of being a Brand Affiliate, and communicating with you regarding (i) Products and promotional offers, (ii) your Brand Affiliate Account and Organizations, (iii) Bonuses, and (iv) other relevant business issues. All information submitted by you will be held by the Company at Nu Skin headquarters in the United States, its regional headquarters, and/or its local affiliated companies in Vietnam. You have the right to access and correct your personal information held by the Company by contacting the call center in Vietnam.

The Company will not retain your personal information longer than reasonably necessary for the purpose(s) such personal information was/were provided to the Company save as may be permitted or required in accordance with legal requirements.

You may (i) make inquiries concerning the collection and processing of your personal information; and (ii) request for access to or correction of your personal information held by the Company, by submitting such request in writing to the Company via email, registered post or personal delivery at the email/address set forth below:

**Nu Skin Enterprises Viet Nam Limited Liability Company**

Address: 2<sup>nd</sup> Floor, 280 Nam Ky Khoi Nghia, Vo Thi Sau Ward, District 3, Ho Chi Minh City, Vietnam

Email address: [48hrs\\_reply\\_vietnam@nuskin.com](mailto:48hrs_reply_vietnam@nuskin.com)

### 2.2 Authorization to Use Your Personal Information

You authorize the Company to:

- (a) transfer and disclose personal and/or confidential information, (a) which you have provided to the Company in connection with your Brand Affiliate Account and Organization, or (b) that has been developed as a result of your activity as a Brand Affiliate, to (i) its parent and affiliated companies of Nu Skin Vietnam, (ii) your up line Brand Affiliates when the Company determines it

is appropriate, and (iii) applicable government agencies or regulatory bodies if required by law. You will have the option to block the transfer of certain information that may be provided to your upline Brand Affiliates.

- (b) use your personal information for Brand Affiliate recognition and the Company’s Business Support Materials as authorized in your Brand Affiliate Agreement unless you request in writing that the Company not to do so.
- (c) use your personal information described above, and you further agree that any other disclosure of your personal information will be governed by the Company’s privacy policy, as it may be published and modified from time to time.

**3 Maintaining Your Brand Affiliate Account**

**3.1 Keeping your Brand Affiliate Agreement and Joint Participation Form**

- (a) As a Brand Affiliate, it is your duty to ensure the information contained in your Brand Affiliate Agreement or Joint Participation Form updated accurately. 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 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 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. 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 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 that Person has applied and be approved by the Company to become a Participant in your Brand Affiliate Account. The Company has full right in making decisions whether registration to become a Participant is accepted or not. In case that 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:

Account type during the 24 months preceding the most recent Business Activity	Inactive Period
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 withdrawn and the Company may pursue other remedies listed in Chapter 6. In order to ensure the rights of Sponsor, the Company may transfer your organization to the original Sponsor or the [upline of such original](#) Sponsor who has maintained active Brand Affiliate Account.

### 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 the case of marriage of two Brand Affiliates who each had a Brand Affiliate Account prior to the marriage. As the Vietnam law do not allow any individual holding more than one Brand Affiliate Account, your breach of this Section 3.4 may result in immediate termination of all of your Brand Affiliate Accounts.

### 3.5 Engage to the network of new Sponsor and Merger of Brand Affiliate Accounts

- (a) In some cases that a Brand Affiliate wishes to form a partnership between another existing Brand Affiliates and merge the Brand Affiliate Accounts or engage to the network of new Sponsor. Except as provided in this Section 3.5, the Company does not accept any case about the formation of a partnership between Brand Affiliates, the merger of Brand Affiliate Accounts, or engage to the network of the new Sponsor by a Brand Affiliate who has engaged in any Business Activity.
- (b) Regarding to engage to the network of new Sponsor, except for those circumstances that may be approved by the Company in its sole discretion and to the extent permitted by applicable law, you are only permitted to engage to the network of new Sponsor unless (i) you have terminated your Brand Affiliate Agreement 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 under the new Sponsor in which you want to engage to his network was submitted to the Company after the applicable inactive period as described in (i) above. In case that there is any differences between the regulations described in subsection (b) and subsection (c) of this Section 3.5, the regulations in subsection (b) is prevailed to apply.
- (c) Merger of Brand Affiliate Account. The Company may, in its sole discretion and to the extent permitted by applicable law, consider mergers of Brand Affiliate Accounts in the following limited cases: vertical mergers with (i) your immediate upline Sponsor, or (ii) to merge with a Brand Affiliate that is on your first level.
- (d) Company Review and Additional Requirements. In any case involving the formation of a partnership, mergers, or transferring a Brand Affiliate Account or engaging to the network new Sponsor, the Company will, in its sole discretion and to the extent permitted by applicable law, decide whether to approve a requested. During its review, the Company may impose additional requirements that it deems necessary, including upline notifications and/or approvals. The Company will not record and consent to any formation of a partnership, mergers, or transferring a Brand Affiliate Account or engaging to the network new Sponsor if it determines that the proposed transfer is not substantive and is being done to avoid the requirements of these Policies and Procedures.
- (e) Apart from the above provisions, the Brand Affiliates who are involved in the merger of a Brand Affiliate Account or engaging to the network new Sponsor must implement all the requirements and financial obligations (if any) as required under applicable Vietnamese laws and regulations.

## **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 Brand Affiliate Agreement for the benefit of a Brand Affiliate Account will terminate upon the transfer the Brand Affiliate Account unless otherwise provided in a written agreement by the Company.

Apart from the above provisions, the Brand Affiliates who are involved in transferring Brand Affiliate Account must fulfill all the requirements and financial obligations (if any) as required under applicable Vietnamese laws and regulations.

### **4.2 Transfers Upon Death**

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 pursuant to law, 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. The Company encourages you to make appropriate arrangements in consultation with an estate-planning attorney for the transfer of your Brand Affiliate Account.

### **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 Organization. Generally, the Company will not divide Bonuses or other Economic Benefit. The Company may, however, 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 AND BASE ON THE 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 temporarily hold Bonuses in the event of a dispute among spouses regarding a Brand Affiliate Account until such dispute is resolved by them or competent authorities. The Company may charge a reasonable administrative fee (to the extent permitted by applicable law) to Brand Affiliates each month as payment for its services in dividing Bonus.

### **4.4 Right to Terminate**

You may terminate your Brand Affiliate Agreement in accordance with Section 3.9 of Chapter 6. The Company shall pay you the Bonus or other benefits that you are entitled to under the Brand Affiliate Account until the termination.



# Chapter 2 Organizing and 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 are encouraged to 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 Organization.

### 1.3 General Ethics

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

- (a) Must present your Membership Card issued by Nu Skin Vietnam prior to introducing or marketing Nu skin Products.
- (b) Must provide truthful and accurate information about Nu Skin Vietnam and Nu Skin Products, Brand Affiliate Agreement, Sales Compensation Plan, Policies and Procedures and other codes of conduct formulated and publicly announced by Nu Skin Vietnam and pursuant to the law of Vietnam;
- (c) Must comply with provisions described in the Brand Affiliate Agreement, Sales Compensation Plan, Policies and Procedures and other codes of conduct formulated and publicly announced by Nu Skin Vietnam and pursuant to the law of Vietnam;
- (d) Must comply fully your responsibly pursuant to the law of Vietnam;
- (e) Must not conduct of following behaviors:
  - i. Requesting other people to deposit or submit a certain amount of money to sign Brand Affiliate Agreement;
  - ii. Providing misleading or confusing information about benefits of participation in multi-level sale networks of Nu Skin Vietnam, the function and use of Nu Skin Products, and operations of Nu Skin Vietnam;
  - iii. Organizing seminars, Customers meetings, product presentation seminars, training courses without Nu Skin Vietnam's written authorization;
  - iv. Induce, entice other people to participate in multi-level sale networks of Nu Skin Vietnam
  - v. Using position, authorization, and social and professional position to encourage, require, induce, entice other people to participate in multi-level sale networks of Nu Skin Vietnam or to purchase Nu Skin Products.

- vi. Performing multi-level sale activities in provinces where Nu Skin Vietnam has not yet been granted the certification for its multi-level sale operations in such localities.
- (f) In case failing to fulfil my responsibilities mentioned in clauses (a) to (e) above and such failure results in loss to a Customer and/or another Brand Affiliate, I have the responsibility to pay damages for the loss caused in accordance with the Laws of Vietnam.

#### **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, 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, the Company's employees or Customers.

#### **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 ("FCPA"), in the countries or 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 and applicable laws in Vietnam. 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 Brand Affiliate Agreementor

### 2.1 Brand Affiliates are Independent Brand Affiliate Agreementors

You are an independent Brand Affiliate Agreementor. You are not an agent, employee, officer, partner, member, or joint-venture with the Company, and you may not represent yourself as such. You agree that as an independent Brand Affiliate Agreementor, 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 fees or premiums, whether for licenses, permits or insurance, or the like, where applicable;
- are responsible for all costs of your business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and other expenses without advances, reimbursement, or guarantee from the Company; and
- will not be treated as an employee for any purpose, whether tax or statutory insurance or the like.

### 2.2 Taxes

Regarding your income from bonuses and other economic benefit which paid by the Company according to the Brand Affiliate Agreement and the Sale Compensation Plan. The Company shall deduct your arising personal income tax in order to submit to State budget according to law of Vietnam. You will take responsibility to pay other taxes earned from business pursuant to Vietnam's law. Please note that for tax finalization, the relevant tax office will use the progressive tax rate schedule to calculate the outstanding personal income tax, if any.

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

You have no authority to act on behalf of the Company. This includes any behaviors or intention 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;
- establish business or governmental contacts of any kind on the Company's behalf; or

- Other behaviors to act on behalf of Company.

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**

#### **3.1 Ordering**

You may order Products directly from Nu Skin Vietnam. There is no minimum order; however, shipping and handling costs may vary depending on the amount of Products ordered. Nu Skin Vietnam reserves its right to receive, approve and process your order based on the decision of the Company from time to time. In case Nu Skin refuses your order, the amount of money you have paid for Nu Skin Vietnam shall be refunded to you.

#### **3.2 Transfer of Title**

Title to and risk of loss for any Products you order transfers to you when the Products are shipped (in case that you order products from the Company) or collected (in case that you come to the Company to receive the products).

#### **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 for your reasonable planning. You are prohibited from ordering more than a reasonable amount of inventory. Prior to place an order, you are encouraged to sell or consume at least 80 percent of your total purchasing products 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 cashier's check, money order, credit card, cash, direct debit or personal or business check 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. This Company credit can be used to buy products from Company. Sales Volume arising from purchasing products used by Company credit, which is recorded to calculate commission, bonuses and economic benefit according to the regulation in the Sale Compensation Plan.

### 3.6 Pricing Changes

The Company maintains the right to change Product prices from time to time. After notifying to the competent authorities, the Company shall notify you of the Product price change.

### 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 check is returned for insufficient funds or if any credit card payment is reversed, you must immediately make payment to the Company for the full amount of the returned check or reversed credit card payment. If you fail to promptly make such payment you are in breach of the Brand Affiliate Agreement.

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

You should not use another individual's credit card to order products of the Company 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

(Not Applicable in Vietnam)

### 3.11 Retailing of Products

- (a) You may only resell Products in Vietnam. The Products you resell must also be purchased from the Company in Vietnam, and you may not resell Products in Vietnam that you acquire from a Non-Resident Country due to compliance with the local requirements of product registration and other compliance requirements.
- (b) You cannot resell Products in a Non-Resident Country. You may be subject to additional requirements for a specific country or market.

## 4 Product Refunds and Exchanges

### 4.1 Refund Policy

You can choose one of the following methods to return the products which was purchased from Nu skin Vietnam, particularly:

- (i) Return the products according to Vietnam law:
  - Upon your request, Nu skin Vietnam will buy back products that you have bought from the Nu Skin Vietnam, including products bought according to promotion event, provided that the following conditions are satisfied:
    - The request of Brand Affiliate for buying back such products must be made **within 30 (thirty ) days from the date that Brand Affiliate received products;**
    - The returned Products still have intact package and stamps on the date of return;

- Get along with accompanying invoice.

(ii) Return the products according to the plan of Nu Skin Vietnam:

Besides the right of returning products according to Vietnam law, you are able to return Products according to the Expansion Policy of Nu Skin Vietnam.

Upon the request of Brand Affiliate, Nu Skin Vietnam may buy back Products sold by Nu Skin Vietnam to a Brand Affiliate, provided that the following conditions are satisfied:

- The request of Brand Affiliate for the buying back products is made within 12 (twelve) months from the order date;
- The returned Products still have intact package and stamps on the date of return; and
- Get along with accompanying invoice.

In the case of returning Products in accordance with the above provisions, Nu Skin Vietnam will, after deducting an administrative fee (if any) not exceeding 10% of the purchase price, refund to me at least 90% of the amount paid by me to Nu Skin Vietnam with respect to the returned items.

You may only return the Products that you personally purchased/received from the Company. The Company does not refund the original shipping costs (that incurred at the time of your purchase) 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 with respect to return products upon termination of your Brand Affiliate Agreement will be by way of wire transfer or where the Company and you think this is reasonable, if the way of wire transfer is not practicable, regardless of the original form of payment, unless otherwise required by applicable law. For cases other than termination of Brand Affiliate Account, refund for the approved amount will be by way of Company credit or where the Company and you think this is reasonable, if the way of wire transfer is not practicable, unless otherwise required by applicable law. The Company credit may be used to purchase other Products.

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 purchased from another Brand Affiliates. You must seek a refund directly from the Brand Affiliate who sold you such Products.

#### 4.2 Policy for Uncollected Products:

Upon the Policy of the Company publicly notify in the period of time, the Company will exchange Products purchased directly from the Company that were incorrectly sent, or are defective, if you notify the Company within thirty (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 Transportation expense for obtaining a Refund or Exchange

You must comply with the following procedures to obtain a refund or exchange:

- (a) The Company will provide you with the correct procedures and location for returning the Products. The Company will not refund the original shipping costs (that incurred at the time of your purchase) on Products that you return. **All return shipping costs must be paid by you except where the Products are returned as a result of the Company's recall of defective Products or in accordance with the Company's warranty policies applicable to such Products;** and
- (b) Procedures in vary countries may be different depend on legal regulation of the host country.

#### 4.4 Policy for Uncollected Products

According to the regulation in Vietnam law, you agree that IN THE EVENT THAT:-

- 1) You do not collect any Nu Skin Products from the Company within thirty (30) days from the date of payment for Nu Skin Vietnam; or
- 2) You have requested Nu Skin Vietnam and Nu Skin Vietnam agree to deliver any Nu Skin Products but Nu Skin Vietnam is unable to deliver such Nu Skin Products to Brand Affiliate within thirty (30) days from the date of payment.

THEN upon the expiry of the aforesaid period, the Company shall cancel your order, without further reference, notice or account to you, and refund 100% of the purchase price to you.

The bonuses that you have given (if any) from the canceled order will be deducted as set forth below in Section 6.9 of Chapter 2 unless otherwise required by applicable law.

## 5 Retail Sales and Customer Returns

### 5.1 Retail Sales

Products purchased from the Company may only to be re-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. Subject to the provisions herein below, 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.

The Company has established suggested retail prices for Products based on competitive pricing in each market. Maintaining retail pricing for non-Brand Affiliates helps to preserve the value of the Company's Products and business opportunity.

### 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 Country, 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 (4) 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.
- (b) If your retail Customer purchases a Product directly from the Company, then unless otherwise required by applicable law or a specific Product guarantee, the Company will provide your retail Customer with (i) a 100% refund on the returned Product, if the Product is returned within 30 days from the date of receiving product, and regardless of whether the Product has been used, is re-stockable or re-saleable; and (ii) a Product exchange if the Product was incorrectly sent or is defective as provided in Section 4.2 of this Chapter 2.
- (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 for a Product exchange, then you are responsible for the Product exchange, and the Company will only replace the exchanged Product if the exchange requirement conducted 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 Brand Affiliate Agreement, and you are bound to its terms. The Sales Compensation Plan may be changed by the Company at any time with 30 (thirty) days prior notice or a longer notice period as may be required by applicable law, provided that such amendment complies with Nu Skin Vietnam's business standards and ethics generally and that it has received all necessary approvals from competent authorities in Vietnam (if required). A current copy of the Sales Compensation Plan may be found at [www.nuskin.com/vn](http://www.nuskin.com/vn).

### 6.2 Exceptions to Sales Compensation Plan

(Not applicable in Vietnam).

### 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 Organization.

### 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, (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 Organization.

### 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 need to comply strictly the regulation describes in the Brand Affiliate Agreement to receive bonuses in Sale Compensation Plan;
- (b) The requirements for receiving a Bonus and the terms for determining the amount of the Bonus may be amended, supplemented after registered to the competent authority by the Company pursuant to the legal regulation in Vietnam and prior notice to you within thirty (30) days before applied or a longer notice period as may be required by applicable law.
- (c) Bonuses may be paid by wire transfer via internet banking or other method chosen in case of being allowed by the law of Vietnam; and

- (d) You are responsible for notifying the Company about the Bonuses which cannot transferred to your Bank Account. The Company will not bear interest on the Bonuses that have been paid by the Company but not transferred to your Bank account.

### **6.7 Recommendation of Retail Sales; Retail Sales Verification**

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 Organization. Therefore, although the Products you purchase from the Company may be used for Product advertising/marketing or for your own personal use, they should be used primarily for sale to retail Customers and you are reasonably expected to have at least 05 (five) retail sales of distinct Customers every month. You must retain documentation of retail sales for at least four years to verify that you have retailed products to Customers. You must make this documentation/ retail invoice of product if there is any request of the Company. If you cannot document the required retail sales, you are in breach of the Agreement. To the extent permitted by applicable laws, the Company may recover all Bonuses paid for orders in any month for which you cannot provide retail sales documentation in accordance with the Sales Compensation Plan and other policies of the Company. The Company regularly audits Brand Affiliate compliance with this Section.

#### **6.7A Obtaining Consent of Retail Customers**

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, and (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 month only if received by the Company on or before the last business day of that month. If the Company places Products on backorder, Personal 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 month 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) Regarding Products returned under the Company's refund policy. The company's right to recoup Bonuses paid to you include instances where Products were returned either by yourself or your downlines;
  - (ii) Regarding Products returned in relation to any incident of Brand Affiliate misconduct;
  - (iii) Regarding Bonuses were mistakenly paid by the Company; or

- (iv) 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 Executive 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 Brand Affiliate Agreement; (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 Brand Affiliate Agreement; 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 Value Added Tax**

The Company will collect VAT as provided by applicable Vietnamese regulations on the purchase price of the Products to be paid by you.

**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 Organization, 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 Business Support Materials of Brand Affiliate got the level of Executive Brand Director, 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 country/market to country/market, you may only use Business Support Materials that have been specifically approved for use in that Authorized Country.

### 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 Country 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 Approved Claims

(Not Applicable in Vietnam)

### 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 Organization, or be consistent with information in Company or Business Support Materials of a Brand Affiliate got the level of Executive Brand Director ;
- (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 the updated recent Brand Affiliate Compensation Summary in immediate proximity to the compensation claim.
- (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 Business Support Materials of the Executive Brand Director Affiliate**

### **4.1 Business Support Materials of the Executive Brand Director Affiliate**

In order to protect the integrity of the Network and to ensure that Business Support Materials are only produced, utilized and distributed by Brand Affiliates with significant experience and knowledge relating to the Company and its Products, only Executive Director Brand Affiliates may produce, utilize and distribute their own Business Support Materials. Executive Director Brand Affiliates may produce Business Support Materials for their own use and for use by other Brand Affiliates only if they comply with the terms of these Policies and Procedures, including, the provisions of Sections 2, 3, 4.3, and 4.4 of this Chapter 3 and Addendum B. Business Support Materials of Executive Brand Director Affiliates may only be used in the specific Authorized Countries in which they have been registered. For purposes of this Chapter 3, Executive Brand Director Affiliates are those Brand Affiliates that: (i) currently enjoy active status as a Executive Director, (ii) have been a Executive Director for a minimum of three months, and (iii) are not in material breach of the Agreement.

### **4.2 Limited Endorsement by the Company**

The Company may allow Executive Director Brand Affiliates to produce, utilize and distribute Business Support Materials of Executive Brand Director Affiliates for use by other Brand Affiliates. These Business Support Materials of Executive Brand Director Affiliates are independently produced by Executive Brand Director Affiliates. Upon examination and consideration, the Company may issue a Notice of Registration to the Executive Director Brand Affiliate in accordance with the procedure stated in Section 3 of Addendum B of these Policies and Procedures. The Notice of Registration is the Company's approval to the form and of the Business Support Materials of Executive Brand Director Affiliates. The Company shall take responsibility for the content of the Business Support Materials approved by the Company in the Notice of Registration as the same as the other documents issued by the Company. The Company shall register these kind of documents with competent authorities if required by law.

If you elect to receive or use Business Support Materials of Executive Brand Director Affiliates, (i) the Company has no responsibility or obligation to you regarding refunds (if applicable) and exchanges, and (ii) the Company will not be responsible for Business Support Materials of Executive Brand Director Affiliates used, offered or distributed without the Notice of Registration. Moreover, the receipt of such materials is not required and there can be no guarantee that such Business Support Materials of Executive Brand Director Affiliates will contribute meaningfully to your business. You should evaluate the receipt of Business Support Materials of Executive Brand Director Affiliates carefully. You should not spend more on such Business Support Materials of Executive Brand Director Affiliates 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 Affiliates must execute and submit to the Company a License Agreement prior to producing any Business Support Materials of Executive Brand Director Affiliates. The License Agreement is for a term of two-years and must be renewed if you want to continue to produce and use your Business Support Materials of Executive Brand Director Affiliates. 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 utilize the Company's trademarks.

#### 4.4 Registration of Business Support Materials of Executive Brand Director Affiliates

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

#### 4.5 Sales by Executive Brand Director Affiliates; Purpose

Executive Brand Director Affiliates who provide Business Support Materials of Executive Brand Director Affiliates to other Brand Affiliates must comply with these Policies and Procedures and the provisions of Addendum B to these Policies. Business Support Materials of Executive Brand Director Affiliates may be provided only for the purpose of promoting Products and the Company's business and for assisting 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, or other business promotion tools may only be formed by Executive Brand Director Affiliates. Brand Affiliate Organizations must comply with the Company's written guidelines governing the operation of a Brand Affiliate Organization. The Executive Director Brand Affiliate, who is the primary organizer of the Brand Affiliate Organization, (i) must register with the Company in writing of the formation of a Brand Affiliate Organization and only conduct Brand Affiliate Organization's activities after having the Company's written authorization and approval, 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 the Company by calling (028) 7106 8838, this contact information may be changed according to the Company's notice on the website.

#### 5.3 Phone Book Advertising

In order to advertise in the yellow pages or list your name in the white pages of a locally circulated directory in your area or via an internet telephone directory, you must have previously attained and



currently enjoy active status as a Executive Brand Partner level or above, at the time the agreement for that listing is signed.

- In the white pages, the advertisement is to be limited to two lines containing the words “Nu Skin Independent Brand Affiliate”, Nguyen Van A (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.
- In the yellow pages, the advertisement must be placed under the category of “Nutrition” or another Company approved category.

#### 5.4 Distributing Promotional Materials

All promotional materials such as flyers, business cards, and Business Support Materials of Executive Director Brand Affiliate 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 Brand Affiliate Agreement. 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 the written guidelines for internet use established by the Company, if any. 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 Brand Affiliate websites that are produced by the Company.
- (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 Director 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. Additionally, you must comply with Company published guidelines governing use of the Internet. These guidelines may change from time to time and you will be notified of such changes. It is your responsibility to comply with the current guidelines. 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 Director Affiliates

If you maintain a personal Facebook page where you post a variety of information, you could post information 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 Nu Skin Brand Affiliate 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 Director Affiliates**

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 Director Affiliates.

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 Director Affiliates.

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 Director Affiliates (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 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 only Executive Brand Director Affiliates Business Support Materials, Executive Brand Director Affiliates 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 Affiliates and received a Notice of Registration for such Executive Brand Director Affiliates Internet Marketing Site;
- (b) You must notify the Company immediately if posting any information on the Executive Brand Director Affiliates 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 Affiliates Internet Marketing Site;

- (d) Any income claims posted on a Executive Brand Director Affiliates 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 Affiliates 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 Affiliates Internet Marketing Site; and
- (f) If the Company notifies you to remove or delete any information from your Executive Brand Director Affiliates 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 Affiliates Internet Marketing Site until such changes have been made.

#### 7.4 Additional Restrictions on Internet Use

All Brand Affiliate websites, whether Executive Brand Director Affiliates Internet Marketing Sites or Company produced Brand Affiliate websites, and any other form of internet use allowed by these Policies, 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, such as, 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 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 Director Affiliates may post Company produced audio and video presentations, specifically authorized by the Company for internet posting by Executive Brand Director Affiliates, 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**

You may sell Company Products on the internet, in accordance with the Social Sharing Guidelines, to support person to person sharing and selling. You must follow the current Social Sharing Guidelines (which may change from time to time) published by the Company when engaging in internet selling.

You must know and comply with all the current rules and conditions that the Company has published in the Social Sharing Guidelines (found on your market's website at nuskin.com)..

### **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 ensuring the lead's compliance with "Do Not Call" lists in the country, market, state, or region 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 meeting. However, you may be reimbursed by the Company for your reasonable out-of-pocket expenses (e.g., travel, hotel, meals) that you incur in attending and speaking at a meeting organized by the Company. In the event you are putting on a meeting or other function, you may charge a fee to participants (which may include Brand Affiliates and non-Brand Affiliates) at an amount sufficient to cover such expenses.

## **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 Brand Affiliate Agreement.

### 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 and required documents 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 Organization, 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 Basic training course(s)

When you introduce a Person to the business opportunity, you must fully disclose that to be a Brand Affiliate, he/she shall be required to participate in basic training course(s) of the Company

### 1.4 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 Downline Organization

You must supervise, train, support, and have on-going communication with (i) any Brand Affiliate that you sponsor, and (ii) your Organization in a manner consistent with the terms of the Agreement. Your responsibilities include:

- (a) Provide regular retail sales and organizational training, guidance, and encouragement to your Organization;
- (b) Exercise your best efforts to make sure that all Brand Affiliates in your Organization properly understand and comply with the terms and conditions of the Agreement and applicable national and local laws, ordinances, and regulations;
- (c) Intervene in any disputes arising between a Customer and any of your Organization and attempt to resolve the disputes promptly and amicably;
- (d) Maintain contact with your Organization and be available to answer questions;
- (e) Provide training to ensure that the Product sales and opportunity meetings conducted by your Organization are conducted in accordance with the Agreement, 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 Organization 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 Organization’s efforts to sell the Company’s Products to retail Customers; and
- (h) Cooperate with the Company regarding investigations of your Organization, and, upon request from the Company, provide all relevant information pertaining to any investigation.

**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 Brand Affiliate Agreemental relationship between the Company and its Brand Affiliates. This prohibition is also applied for 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 Required**

You may not require any Brand Affiliate or prospective Brand Affiliate to purchase any Products or any Business Support Materials, 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 Organization’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 Organization and the Company at the request of a Brand Affiliate in your Organization or at the request of the Company.

**3 Limited operation in an Unopened Country**

**3.1 Limited operation in an Unopened Country**

If the country or market is an Unopened Country, 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 Countries 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 Country;



- (c) Solicit or negotiate any agreement for the purpose of committing a citizen or resident of an Unopened Country to the opportunity, a specific Sponsor or specific line of sponsorship. Furthermore, Brand Affiliates may not sign up citizens or residents of Unopened Countries in an Authorized Country or by using Brand Affiliate Agreement forms from an Authorized Country, unless the citizen or resident of the Unopened Country has, at the time of sign up, permanent residence and the legal authorization to work in the Authorized Country. 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 Country 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; and
- (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 with Attendees from an Unopened Country**

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

### **3.3 Express Prohibition of Pre-Marketing in Unopened Countries**

The Company reserves the right to designate unopened countries or 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 Country, to verify through current contact with the Company that the country or market in which you plan to conduct those activities is not a prohibited country or market.

### **3.4 Remedies**

In addition to other remedies allowed by the Brand Affiliate Agreement, if you fail to comply with any provision of Section 3 in this Chapter 4, you may be subject to the remedies set forth in Chapter 6. In all markets, for a period of up to one year, you may not be entitled to privileges such as recognition at corporate events or in corporate literature as for the Brand Affiliates.

# 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 Brand Affiliate Agreemental 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 one of you 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 become 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 Affiliate leader. As a Brand Affiliate with an Executive Brand Partner level or higher pin level, you are reasonably expected to exclusively sell Company Products, train Brand Affiliates in your Organization, and promote the Company's business. Therefore, as a condition to receiving Leading Bonus from Brand Representative on Levels 3 through 6 in your Organization, and recognition as an Executive Brand Partner level or higher Brand Affiliate leader at Company events, you may not be engaged in any Business Development Activity for any other Direct Sales Company.

- (b) To the extent permitted by applicable laws and regulations, 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 Brand Representative levels 3 to 6 in your Organization 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 Representative 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. To the extent permitted by applicable laws and regulations, you further agree that upon engaging in such Business Development Activity, you will no longer be eligible to receive Leading Bonuses on Executive 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 4 (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 Agreement, 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 Information Confidentiality of Brand Affiliate Account**

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 Affiliates and their Organizations for the sole purpose of allowing you to provide business support to these Brand Affiliates and their Organizations. This information is highly confidential and you may not disclose information about a Brand Affiliate Account and his Organization 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 Affiliates and their Organizations 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, such as 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 Agreement.

#### **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.

#### **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 applied according to the judgement of court or arbitrator. The other provisions will remain in full force and effect.

## Chapter 6 Enforcement of Brand Affiliate Agreement

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### 1 The Brand Affiliate Agreement

You agree that the relationship between you and the Company is based entirely on the written Brand Affiliate Agreement. The Brand Affiliate Agreement may be amended by the Company as provided in the Section 1.1 of Charter 8 of Policies and Procedures, provided such amendment complies with Nu Skin Vietnam's business standards and has been registered pursuant to the law of Vietnam. You may not amend the Brand Affiliate Agreement unless the amendment is in writing and signed by you and the Company. Neither you nor the Company may claim that the Brand Affiliate Agreement (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-Brand Affiliate Agreement or an implied in fact Brand Affiliate Agreement 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 Brand Affiliate Agreement.

### 3 Procedures for Investigation, Discipline and Termination of the Brand Affiliate Agreement

#### 3.1 Reports of Alleged Violations

All reports of violations must be in writing and sent to the attention of Nu Skin Vietnam's Compliance Department by an individual who has personal knowledge of the alleged violation. The Nu Skin Vietnam's Compliance Department shall then send an official letter to Nu Skin's Brand Affiliate Compliance Review Committee (CRC) for investigation. 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 AFFILIATES AND THE COMPANY, THE COMPANY WILL NOT TAKE ACTION ON ANY ALLEGED VIOLATION OF THE TERMS AND CONDITIONS OF THE BRAND AFFILIATE AGREEMENT 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 for Investigation, Discipline and Termination of the Brand Affiliate Agreement

Your rights under the Brand Affiliate Agreement depend on you meeting all of your obligations under the Brand Affiliate Agreement. If the Company determines that you have breached the terms of the Brand Affiliate Agreement, then based on the nature of the Dispute and to the extent permitted by applicable laws, the Company, in its sole discretion, may proceed as follows: (i) immediately terminate your Brand Affiliate Agreement 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 Brand Affiliate Agreement.
- (b) **Responses and Company Prohibitions.** You will have 10 (ten) 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. To the extent permitted by applicable laws and regulations, 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) **Compliance Review Committee (CRC).** Compliance Review Committee (CRC) of Nu Skin Vietnam will review any information submitted by you within the 10 (ten)-day period or by collateral sources and any information that Nu Skin Vietnam has independently discovered. Based on the information from The Compliance Review Committee (CRC), Nu Skin Vietnam will make a final decision regarding the Dispute and the action that Nu Skin Vietnam will take, if any, and will send you a copy of the decision of the Nu Skin Vietnam. Nu Skin Vietnam may, at its sole option, send a copy of its decision to other interested parties.

### 3.5 Compliance Appeals Committee (“AC”) of Nu Skin Vietnam

If the Company takes immediate action as provided in Section 3.7 of this Chapter 6, or has issued a decision regarding the Dispute, then you will have 10 (ten) business days from the date of the written notice to submit in writing your appeal to Nu Skin Vietnam’s Compliance Department for the consideration by Compliance Appeals Committee (“AC”) of Nu Skin Vietnam which is on behalf of Nu Skin Vietnam to consider BA’s appeals. Your written notice should include a description of your objection to Nu Skin Vietnam’s immediate action or decision of Nu Skin Vietnam.

Within 90 (ninety) days of receipt of your appeal, the AC of Nu Skin Vietnam will review your appeal. Based on information from the Compliance Appeals Committee (AC), Nu Skin Vietnam will issue and provide written notice (i) of its final decision of Nu Skin Vietnam, (ii) that its review will require additional time for Nu Skin Vietnam to consider, or (iii) that the matter should proceed directly to arbitration under Chapter 7. If Nu Skin Vietnam 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. Nu

Skin Vietnam will send you written notice and you will have 60 (sixty) days from the date of Nu Skin Vietnam's decision to request arbitration of Nu Skin Vietnam decision.

### 3.6 Company Actions for Breach of Brand Affiliate Agreement

Once the Company determines that a breach of the Brand Affiliate Agreement has occurred, the Company may, in its sole discretion, terminate your Brand Affiliate Agreement by giving you a written notice at least 10 (ten) working days prior to the date of termination. In addition to, or in lieu of terminating your Brand Affiliate Agreement, 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 Brand Affiliate Agreement if your non-performance continues;
- (b) Suspend your rights under the Brand Affiliate Agreement;
- (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 Brand Affiliate Agreement obligations;
- (e) Stop performing the Company's obligations under the Brand Affiliate Agreement and suspend your privileges under the Brand Affiliate Agreement, 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 Organization; terminating your status or eligibility to be recognized and compensated as an "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 Organization from the time of the breach conducted;
- (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, to the extent permitted by applicable Vietnamese laws and regulations, take any immediate action or remedy that it deems appropriate, including termination of your Brand Affiliate Agreement, or your right to receive any Bonuses as provided under Section 6.6(a) of Chapter 2. 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 Brand Affiliate Agreement

(a) Subject to the conditions of this Section 3.9 of Chapter 6, (i) you may terminate your Brand Affiliate Agreement at any time by providing the Company with a signed written notice of termination at least ten (10) working days prior to the date of the termination; (ii) In the event that you do not agree with any amendment of either Brand Affiliate Agreement or Sales Compensation Plan or any Policies and Procedures that designed and amended from time to time by Nu Skin Vietnam, you have the right to terminate the Brand Affiliate Agreement by providing a written notice to Nu Skin Vietnam within ten (10) working days of the effective date such amendments. The termination and liquidation of the Brand Affiliate Agreement shall be carried out according to the rules and regulations specified in the Brand Affiliate Agreement and the laws of Vietnam; (iii) the Company may terminate your Brand Affiliate Account as provided in this Chapter 6; and (iv) the Company may terminate your Brand Affiliate Agreement termination if you have not engaged in any Business Activity on your account for a period of 12 or more consecutive months.

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.

- (b) 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 Organization. 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.
- (c) 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 Brand Affiliate Agreement, then the Organization 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.
- (d) The obligations of the Brand Affiliate Agreement described in Chapter 5 will survive the cancellation, termination or expiration of the Brand Affiliate Agreement. 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 Arbitration

In order to expedite the resolution of all Disputes, the Company has instituted an 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 Dispute Resolution

YOU AND THE COMPANY AGREE THAT ARBITRATION IS THE OPTIMAL METHOD OF DISPUTE SETTLEMENT AND UNLESS THE VIETNAMESE LAWS FORCE YOU TO CHOOSE TO BRING THE DISPUTE TO THE VIETNAMESE COURTS, YOU AGREE THAT THE DISPUTE WILL ONLY BE SETTLED BY ARBITRATION.

## 3 Definition of a Dispute

A "Dispute" is defined as **"ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DISPUTES, CAUSES OF ACTION OR COMPLAINTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, LAW, PRODUCT LIABILITY, EQUITY, OR ANY OTHER CAUSE OF ACTION THAT INVOLVES ACTIVITY OCCURRING IN VIETNAM, AND FULFILLS ANY OF THE FOLLOWING CONDITIONS: (I) ARISING UNDER OR RELATED TO THE BRAND AFFILIATE AGREEMENT, (II) BETWEEN OTHER BRAND AFFILIATES AND ME ARISING OUT OF OR RELATED TO A BRAND AFFILIATE ACCOUNT, OR OUR BUSINESS RELATIONSHIPS AS INDEPENDENT CONTRACTORS OF NU SKIN VIETNAM, (III) BETWEEN NU SKIN VIETNAM AND ME, (IV) RELATED TO NU SKIN VIETNAM OR ITS PAST OR PRESENT AFFILIATED ENTITIES, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, OR VENDORS, (V) RELATED TO THE NU SKIN VIETNAM PRODUCTS, (VI) REGARDING NU SKIN VIETNAM'S RESOLUTION OF ANY OTHER MATTER THAT IMPACTS MY BRAND AFFILIATE ACCOUNT, OR THAT ARISES OUT OF OR IS RELATED TO NU SKIN VIETNAM'S BUSINESS, INCLUDING MY DISAGREEMENT WITH NU SKIN VIETNAM'S DISCIPLINARY ACTIONS OR INTERPRETATION OF THE BRAND AFFILIATE AGREEMENT."**

## 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 of Nu Skin Vietnam proceeding agree to mediation, then the Company will organize a mediation that will be held in Vietnam. 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’s decision, any Participant, who is not satisfied with the AC’s decision, will notify, in writing, all the other Participants in the AC of Nu Skin Vietnam 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 decision of AC of Nu Skin Vietnam 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.

The arbitration procedure will be conducted pursuant to regulation under the laws of Vietnam and will be solved at the Vietnam International Arbitration Center at Chamber of Commerce and Industry in accordance with its arbitration rule for resolution. The arbitration will be conducted in Ho Chi Minh city.

### 6.2 Discovery

The arbitrator will have the discretion to order a pre-arbitration exchange of information by the Participants, including provide requested documents, exchange of summaries of testimony of proposed witnesses, and the depositions of witnesses and the Participants and other documents. 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 6 (six) months after the date of the Petition for Arbitration.

### 6.4 Language

The arbitration will be conducted in the Vietnamese 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

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 competent court in Vietnam. All upline Brand Affiliates and Organizations 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 BRAND AFFILIATE AGREEMENT 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 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 Brand Affiliate Agreement 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 to protect itself, its reputation, and its tangible and intangible property.

# Chapter 8    General Terms

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## 1        General Terms

### 1.1      Brand Affiliate Agreement Changes

The Company expressly reserves the right to make any modifications to the Brand Affiliate Agreement upon 30 day 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, provided that such amendment complies with Nu Skin Vietnam’s business standards and ethics generally and that it has received all necessary approvals from competent authorities in Vietnam. You agree that 30 days after such notice or longer period time for notification according to regulations in the law of Vietnam, any modification becomes effective and is automatically incorporated into the Brand Affiliate Agreement 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 Brand Affiliate Agreement terms.

In the event that you do not agree with any amendment of either Brand Affiliate Agreement and/or Sales Compensation Plan and/ or any Policies and Procedures that designed and amended from time to time by Nu Skin Vietnam, you have the right to terminate the Brand Affiliate Agreement by providing a written notice to Nu Skin Vietnam within ten (10) working days of the effective date such amendments. The termination and liquidation of the Brand Affiliate Agreement shall be carried out according to the rules and regulations specified in the Brand Affiliate Agreement and the laws of Vietnam.

### 1.2      Waivers and Exceptions

(Not applicable in Vietnam)

### 1.3      Integrated Brand Affiliate Agreement

The Company reserves the right, in its sole discretion, to waive a breach of Brand Affiliate Agreement or not implement any rights or privilege rights of the Company, provided that this waiving is not breach the law of Vietnam. Any waiver by the Company of a breach of any provision of the Brand Affiliate Agreement or any exception made by the Company of any provision of the Brand Affiliate Agreement 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 Brand Affiliate Agreement 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 Brand Affiliate Agreement will not operate as a future exception or waiver of that right or prerogative.

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

### 1.4      Severability

Any provision of the Brand Affiliate Agreement 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 Brand Affiliate Agreement will not invalidate or render unenforceable any other provision of the Brand Affiliate Agreement, nor will that provision of the Brand Affiliate Agreement be invalidated or rendered unenforceable in any other jurisdiction.

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

The Brand Affiliate Agreement is executed in Vietnam and is governed by, construed in accordance with, and interpreted pursuant to the laws of Vietnam, without giving effect to its rules regarding choice of laws.

### **1.6 Notices**

Unless otherwise provided in the Brand Affiliate Agreement, any notice or other communications requested or permitted to be given under the Brand Affiliate Agreement will be in writing and will be delivered personally, transmitted by facsimile, email or sent by courier service, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Brand Affiliate Agreement, notices will be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if email, after sending to the registered email address without receiving any failure notice or if mailed, five days after the date of mailing to the address of the head office of the Company or to the Brand Affiliate's address as provided on Brand Affiliate Agreement, unless notice of an address change has been received by the Company.

### **1.7 Successors and Claims**

The Brand Affiliate Agreement 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 Brand Affiliate Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions of the Brand Affiliate Agreement.

### **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.

# Addendum A - Glossary of Defined Terms

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## **Compliance Appeals Committee (“AC”) of Nu Skin Vietnam**

Compliance Appeals Committee (“AC”) of Nu Skin Vietnam which is the committee, for and on behalf of Nu Skin Vietnam, to review, evaluate, and make decisions on BA’s appeals with their authorization was described in Chapter 6.

## **Advertising Materia**

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 Country**

Any country or market designated in writing by the Nu Skin as officially opened for business for all Brand Affiliates after being approved to do business as multi-level marketing pursuant to the law of Vietnam.

## **Beneficial Interest**

As to Brand Affiliate Accounts:

Any interest whatsoever, whether it is direct or indirect, such as 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 wholesale 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 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, such as 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 Brand Affiliate Account of a Direct Sales Company. An individual has a Beneficial Interest in a Direct Sales Company Brand Affiliate Account of (i) a spouse or Co-habitant, or (ii) (if applicable) 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 Brand Affiliate Account of such other person.

## **Bonus**

Bonuses” means the compensation paid to Brand Affiliates (including commissions, bonuses and other economic benefits paid in cash) based on the sales of Nu Skin Products sold by a Brand Affiliate and their Team as set forth in the Sales Compensation Plan. Nu Skin Vietnam shall pay Bonuses to Brand Affiliates in Vietnam via bank transferring.

## **Brand Affiliate**

“Brand Affiliate” or “Distributor” or “Participants” (according to Vietnam law about multi-level sales management) means any person who submits a Multi-level Sale Agreement (Brand Affiliate Agreement –

“BAA” ) and obtain Nu Skin Vietnam’s acceptance in accordance with its sign-up process and be authorized to sell Nu Skin’s Products and join in multi-level network of Nu Skin Vietnam. All Product purchases are optional.

#### **Brand Affiliate Account**

Brand Affiliate Account is defined as an account created by an Individual to set up relationship with the Company by the Brand Affiliate Agreement.

#### **Brand Affiliate Organization**

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

#### **Brand Representative**

An individual who has completed Qualification, as well as a generic term used to refer to all Brand Representatives and above, regardless of Title. To maintain Brand Representative status, you must complete at least 4 Building Blocks each calendar month (or use Flex Blocks to substitute for missing Building Blocks). If you fail to maintain your Brand Representative status, any Brand Representatives on your Team will be moved to the Team of your direct Brand Representative. You have the option to Restart for a limited time, and, if successful, you may regain the Brand Representatives that were on your Team, along with any Flex Blocks previously accrued. Please see the Additional Details – Restart, or contact your account manager for more information.

#### **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 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 Brand Affiliate 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 Portfolio**

“Business Portfolio” means a full business kit, including Operation Policies and Procedures, Compensation Plan and other business guidelines of Nu Skin Vietnam to assist a Brand Affiliate in starting and conducting their independent business. (These dossiers include Operation Policies and Procedures, Compensation Plan and Brand Affiliate Agreement posted on the official website and Brand Affiliate can be downloaded for free use. The Affiliate Brand is not obliged to purchase the Business Kit to sign the Brand Affiliate Agreement with Nu Skin Vietnam).

### **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.

### **Co-habitant**

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

### **Commission Sales Value - CSV**

Commissionable Sales Value- CSV - is a currency value, associated with each Product, used to determine Building and Leading Bonuses. CSV for each Product may change from time to time and will be stated on the Product List of Nu Skin Vietnam which is made available to all Brand Affiliates after getting necessary approval from competent authorities in Vietnam.

### **Company or Nu Skin Vietnam**

Nu Skin Enterprises Viet Nam Limited Liability Company established under the laws of Vietnam

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

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

### **CRC**

Brand Affiliate Compliance Review Committee which is the committee, for and on behalf of Nu Skin Vietnam, to review, evaluate and make decision on the BA's compliance with its duties described in Chapter 6.

### **Direct Sales Company**

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

### **Dispute**

Defined in Section 3 of Chapter 7.

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

Means a website, which (i) is owned, operates or recently includes dossiers provided the Brand Affiliate got the title of Executive Brand Director or higher, and (ii) is registered with the Company and is the object of the current notification.

### **Group**

Your Group consists of you and all your Preferred Customers, 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 (CSV).

#### **Internet Marketing Site**

An "Internet Marketing Site" is any a 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 wish 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 a Executive Brand Director Affiliate that governs the Executive Brand Director Affiliate's right to use certain Company trademarks and trade names in Business Support Materials of Executive Brand Director Affiliate and on the internet.

#### **Member Price**

The purchase price of Products for both Brand Affiliates. Member Price may change from time to time due to promotions and incentives program and will be stated on the Product List of Nu Skin Vietnam which is made available to all Brand Affiliates after getting necessary approval from competent authorities in Vietnam

#### **Multi-Level Sale Agreement (Brand Affiliate Agreement)**

"Multi-Level Sale Agreement" or "Brand Affiliate Agreement" means the agreements between Nu Skin Vietnam and the Brand Affiliate, including the Operation Policies and Procedures, Compensation Plan possibly amended from time to time by Nu Skin Vietnam and notify with Brand Affiliate (provided such amendment complies with Nu Skin's business standards and ethics generally and registered with competent authorities in Vietnam).

#### **Network**

The Brand Affiliate and Customer network of the Company and all compilations of various lists describing that network or members thereof, including any and all contact or personal information collected by the Company regarding the Brand Affiliates and Customers.

#### **Non-Resident Country**

An Authorized Country other than Vietnam.

#### **Nu Skin Vietnam" or "Company**

"Nu Skin Vietnam" or "Company" means Nu Skin Enterprises Viet Nam Limited Liability Company established under the laws of Vietnam.

#### **Participant**

Any Person who has a Beneficial Interest in a Brand Affiliate Account.

## **Person**

An individual or Business Entity (if applicable).

## **Personalized Advertising Material**

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

## **Policies and Procedures**

Policies and Procedures are defined as code of conduct of Nu Skin Vietnam to adjust behaviors of Brand Affiliates, procedures and process of implementing multi-level marketing activities. The Policies and Procedures are included in Business Portfolio, which might be amended from time to time and notify to Brand Affiliates (with the conditions that amended content must comply with general standard and business ethic of Nu Skin and be registered to the competent authority pursuant to the laws of Vietnam).

## **Preferred Customer**

"Preferred Customer" means Customer registered by a Branding Affiliate to buy products directly from Nu Skin Vietnam with Member Price. Preferred Customers are not allowed to register new Branded Affiliate and/ or new Preferred Customer and may not resell Products and are not entitled to benefits under the Compensation Plan.

## **Products**

The products of the Company that are sold through local affiliates in the individual Authorized Countries.

## **Sales Compensation Plan**

"Sales Compensation Plan" is the plan used by Nu Skin Vietnam to calculate commissions, bonuses and other economic benefits that the Brand Affiliate taken from the results of their sales and other participants in the network. This document is included in the Business Kit and may be revised from time to time by Nu Skin Vietnam and communicated to the Affiliate Brand (provided such amendment complies with Nu Skin's business standards and ethics generally and registered with competent authorities in Vietnam).

## **Sponsor**

Sponsor means a direct upline Brand Affiliate Account introduced business opportunity with Nu Skin Vietnam to a downline Brand Affiliate Account of that person. In the organization, the Sponsor will be placed right above a Brand Affiliate Account.

## **Team**

Your Team consists of all Generations on which you are eligible to be paid a Leading Bonus. Your Title determines the number of paid Generations of Brand Representatives and their Groups on your Team, as shown in the Titles and Leading Bonus charts. Your Team does not include your Group.

## **Unopened Country**

Any country or market that is not an Authorized Country.

## **URL**

A Uniform Resource Locator or web address.

# Addendum B - Policies for Executive Brand Director Affiliates Business Support Materials

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

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

Executive Brand Director Affiliates 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 obtaining all necessary licenses, permits and governmental approval (if applicable, in accordance with the law) and completing any registration or filing with any authorities (if applicable, in accordance with the law), for printing, publishing and distributing your Executive Brand Director Affiliates Business Support Materials. The registration process of your Executive Brand Director Affiliates Business Support Materials 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 Affiliates Business Support Materials.

### **1.2 Identification of Publisher**

Executive Brand Director Affiliates 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 Affiliates Brand Affiliate publishing the Executive Brand Director Affiliates Brand Affiliate Business Support Material. For example: “This was produced by *[insert name]*, an independent Brand Affiliate of Nu Skin Enterprises Viet Nam Limited Liability Company at No. 201, Nam Ky Khoi Nghia Street, Ward 7, District 3, Ho Chi Minh City, Vietnam”. You may not state, suggest, or imply that the Executive Brand Director Affiliates Business Support Materials were produced, offered or recommended by the Company.

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

Executive Brand Director Affiliates 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 Affiliates 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 Affiliates Business Support Materials must comply with the terms set forth in the License 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 No Sale of Executive Brand Director Affiliates Produced Business Support Materials**

### **2.1 Registration Required Prior to Distribution**

You must register the Executive Brand Director Affiliates Business Support Materials with the Company and receive a Notice of Registration in accordance with the provisions of Section 6 of this Chapter 3 prior to distributing them to other Brand Affiliates. You must not sell the Executive Brand Director Affiliates Business Support Materials or require the recipients of the Executive Brand Director Affiliates Business Support Materials to pay you a fee for receiving such materials.

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

Your principal business focus must always be on the sale of Products for consumption.

### 2.3 No Required Distribution

You may not state, suggest, or imply that:

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

### 2.4 Return Policy

(Not applicable)

### 2.5 Disclosure Statement

You must provide a Business Support Materials Disclosure Statement to a Brand Affiliate before the first distribution of Executive Brand Director Affiliates Business Support Materials to that Brand Affiliate. You may obtain a copy of the required Disclosure Statement from the Company. Delivery of a statement in compliance with Section 2.6 below will satisfy the obligation set forth in this Section 2.5 if such statement is delivered simultaneously with the distribution of the Executive Brand Director Affiliates Business Support Materials.

### 2.6 Statement

You must provide a statement for all distributions of Executive Brand Director Affiliates Business Support Materials. The statement must include the following disclosure:

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

“These business support materials are produced and distributed by an independent Brand Affiliate of Nu Skin Enterprises Viet Nam Limited Liability Company and not by Nu Skin Enterprises Viet Nam Limited Liability Company or any of its affiliated companies. Although some Brand Affiliates may have found these business support materials 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 receive them. Your refusal to receive these items will not affect your upline’s responsibility to provide you with training and support. You shall not be required to pay any fee for receiving these business support materials.”

### 2.7 Compliance with Laws

The distribution of Executive Brand Director Affiliates Business Support Materials 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 Affiliates Business Support Materials and may request modifications to such materials, the Company’s review of, and its permission to distribute, such Executive Brand Director Affiliates Business Support Materials are neither legal advice from the Company nor a representation in any form that the materials comply with all applicable laws.

## **2.8 Affordability**

(Not applicable)

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

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

## **2.10 No Business Support Services**

You must not provide 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.

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

- (a) Your right to distribute Executive Brand Director Affiliates Business Support Materials to other Brand Affiliates is conditioned upon your agreement that all information relating to Brand Affiliates who receive the Executive Brand Director Affiliates Business Support Materials 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 distribute Executive Brand Director Affiliates Business Support Materials 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 receive Executive Brand Director Affiliates Business Support Materials 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 Brand Affiliate Agreement.

## **2.12 Records**

You must maintain accurate and complete records with respect to any distribution of Executive Brand Director Affiliates Business Support Materials. 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 distribution of any Executive Brand Director Affiliates Business Support Materials. You must comply with any request to review your Brand Affiliate Account records promptly and completely.

## **3 Registration of Executive Brand Director Affiliates Business Support Materials**

### **3.1 Application for Registration**

- (a) In order to register Executive Brand Director Affiliates Business Support Materials, you must file an Application for Registration with the Company together with a copy of the proposed Executive Brand Director Affiliates Business Support Materials with supporting documentation. The Application for Registration contains additional terms and conditions that governs your production and distribution of your Executive Brand Director Affiliates Business Support Materials. 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 Affiliates Business Support Materials 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 Affiliates Business Support Materials or with the submission of any new Executive Brand Director Affiliates Business Support Materials.

- (b) The Application for Registration may be obtained from the My Office website or by calling Brand Affiliate Compliance or your Account Manager. The Company could require you to make changes to your proposed Executive Brand Director Affiliates Business Support Materials, 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 the Executive Brand Director Affiliates 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 Affiliates Business Support Materials 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 Affiliates Business Support Materials 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 Affiliates Business Support Materials. Based upon any such review, the Company may require you to make modifications to the Executive Brand Director Affiliates Business Support Material 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 Affiliates Business Support Materials and may no longer use, offer or distribute any Executive Brand Director Affiliates Business Support Materials that have not been modified in accordance with the instructions of the Company. You must ensure that the Executive Brand Director Affiliates Business Support Materials that you distribute have the same contents and in the same forms as the ones approved by the Company.

### **3.3 Application Fees**

(Not applicable in Vietnam).

### **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 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 or distribute the Executive Brand Director Affiliates Business Support Materials 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 or distribute any Business Support Materials 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 Affiliates Business Support Materials. 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 Affiliates Business Support Materials 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 Affiliates Business Support Materials. 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 Affiliates Business Support Materials that are the subject of the revoked Notice of Registration.

## Addendum C - Terms and Conditions of Sale

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When you purchase a product from the Company, the following Terms and Conditions of Sale shall apply:

- a. You, an Independent Brand Affiliate, certify that you are individually responsible for having knowledge of and are in compliance with all applicable Vietnamese laws (such as import, customs, tax, licensing and immigration laws). You will indemnify and hold harmless Nu Skin Enterprises Viet Nam Limited Liability Company, Nu Skin Enterprises, Inc. and their affiliates against all liabilities, claims and proceedings resulting from or arising out of your acting as an Independent Brand Affiliate in Vietnam. You further acknowledge that you have received the Products and/or Business Support Materials listed in the VAT invoice and paid for them as indicated.
- b. You, an Independent Brand Affiliate, agree that you will not purchase more products than are reasonably necessary to meet the demands and orders of your retail Customers. You understand that products are purchased with the intent of retail in Vietnam. You will not place orders in the name of other Brand Affiliates without their prior written authorization. Brand Affiliates' purchases are assumed by the Company to be for retail resale.
- c. You acknowledge and agree that you have the right to receive your Bonuses after the Brand Affiliate Agreement is signed and approved by the Company, concurrently, you have completed other requirements pursuant to the law of Vietnam.
- d. You confirm that all information set out in the VAT invoice concerning the Products and/or Business Support Materials is correct and agree to pay the amount therefor accordingly.



# Addendum D – PROCEDURE AND PROCESS

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## I. PROCEDURE, PROCESS TO SIGN THE BRAND AFFILIATE AGREEMENT

### 1. Procedure, process of new registration

#### Step 1: Dossier preparation:

- Participant (the Principal Brand Affiliate and the [Additional Participants]) prepare the following dossiers, including:
  - (i) Brand Affiliate Agreement;
  - (ii) copy of Identification card;
  - (iii) copy of Confirmation of bank account;
  - (iv) image of 3x4cm per individual.
- The Participant can fulfill the information in printed Brand Affiliate Agreement or fill in the information on the website at [https://www.nuskin.com/content/nuskin/vi\\_VN/signup/distributor.html](https://www.nuskin.com/content/nuskin/vi_VN/signup/distributor.html).
- In the event that there is more than 1 (one) Participant, all the Participant must submit Joint Participation Form along with the above dossier.
- The application file can be sent to the Company directly at the counter, via courier, on the Company's website or via other communication methods, including zalo, whatsapp, viber, facebook sms or the like.

#### Step 2. Dossier checking and approval:

The Company will conduct checking and collating participants' information upon receipt of application file:

- (i) If the application is invalid, Nu Skin Vietnam will notify the Participant of the invalid application.
- (ii) If the application is valid, Nu Skin Vietnam will create the Brand Affiliate's code and enter the Brand Affiliate's information into Nu Skin Vietnam system. Participant will be informed Brand Affiliate code, notification of attending the Basic Training Program pursuant to one of the training methods, which was registered and approved by the Competent State Agency.

#### Step 3. Dossier submission in hard copy version

Within 90 days from the date of completion of filling-in dossier, the Participant submit registered dossier to join MLM business activities directly by person or delivery by post to the Company.

#### Step 4. Brand Affiliate Account activation

After receiving full valid dossiers in hard copy version, the Brand Affiliate account shall be activated by Nu Skin Vietnam.

Note:

- Participant must sign the Brand Affiliate Agreement by themself, and the Joint Participation Form (if any). Cases without a signature or signature other than the Participant are considered invalid. Nu Skin Vietnam will contact the Participant to perform random checks. If the

participant does not know about becoming Nu Skin Vietnam Brand Affiliate, Nu Skin Vietnam will cancel the Agreement and close the created Brand Affiliate Code.

- According to Vietnamese law, Brand Affiliates are only allowed to conduct Multi-level sales activities (selling Nu Skin Products and recruitment) after completing Basic Training Program and being issued a Membership Card by Nu Skin Vietnam.

## **2. Process, procedure of supplement registration Brand Affiliate Account**

This process and procedure apply in case an Active Brand Affiliate Account registering for additional Brand Affiliate Account for Joint Participant.

**Step 1.** Prepare application: the Principal Brand Affiliate and Additional Participant prepare the following documents:

- (i) The Joining Application Form
- (ii) Copy of Identification Card or Citizenship Identification Card
- (iv) 3x4cm photo of each Additional Participant

**Step 2.** Dossier checking and approval:

The Company will conduct checking and collating participants' information upon receipt of application:

- (i) If the application is invalid, Nu Skin Vietnam will notify the Principal Brand Affiliate of the invalid application and deny
- (ii) If the application is valid, Nu Skin Vietnam will enter the Additional Participant's information into Nu Skin Vietnam system. Additional Participant will be informed about attending the Basic Training Program

### **Step 3. Dossier submission in hard copy version**

The Principal Brand Affiliate and the Additional Participant submit directly dossier of supplement registration to Brand Affiliate Account directly by person or delivery by post to the Company.

#### **Note:**

- The Additional Participant may only conduct business activities on a multi-level marketing method after being granted a membership card.
- The Principal Brand Affiliate of the Agreement is responsible and has full authority to decide on the Agreement and the Brand Affiliate Account, so the Company does not hand over the papers and documents that the Additional Participant has provided.

## **II. PROCESS, PROCEDURE OF BASIC TRAINING AND GRANTING MEMBERSHIP CARDS**

After Brand Affiliate Agreement and the valid application file are approved, the Brand Affiliate must attend in the mandatory Basic Training Program organized by Nu Skin Vietnam free of charge in 1 (one) or 2 (two) following forms:

- Direct training: Held at the Company's Head Office, Branches, Representative offices, Business locations, or at other locations where the Company decides.
- Remote training: at website <https://thuviennuskin.com/>

The content of the Basic Training Program is conveyed by Trainers appointed by Nu Skin Vietnam in accordance with applicable regulations. The length of each module may vary, but always ensure the minimum training time is at least 08 hours.

Note: Joint Participant with same code must also complete the Basic Training Program in accordance with the law.

## **A. DIRECT BASIC TRAINING**

**Step 1.** The Brand Affiliate/ Joint Participant (“Learner”) can sign up for a direct training course on the schedule of Nu Skin Vietnam by registering directly with Nu Skin Vietnam. The calendar is publicly posted at the Nu Skin Distribution Center or announced via the Nu Skin Vietnam website.

**Step 2.** The Company makes a list of Learners and takes attendance for the Learners who come to the class. Before entering the class, Learners will be asked to sign a confirmation on the Learner list to confirm their attendance.

**Step 3.** Learners taking part in studying and taking the test

The training content is conducted under the Basic Training Program, which was registered and approved by the Competent state authority. During the learning process, Learners and Trainers can interact through asking questions, hypothetical situations ... The Trainers will answer Learners' questions directly.

Learners who participate in the full-time Basic Training Program are eligible to take the training test completion assessment.

After finishing the training courses, Learners are required to take a test to assess the completion of the content, and duration of 30 minutes for the Basic Training Program in the form of 20 multiple-choice questions.

**Step 4.** Mark the test and inform the result

After finishing the exam time, Learners must return the test to Trainers. The Trainer will grade and announce the test results right in the classroom.

Learners are qualified when they correctly answer 16/20 questions. In case of failing the first test, the Learners may take the second test. In case of failing in both tests, the Learners must retake the Basic Training Program.

**Step 5.** Learners who successfully complete the Basic Training Program will be awarded a Basic Training Certificate on Multi-level Marketing. Learners are required to sign the test results on the test form and return it to Nu Skin Vietnam Trainers/ Assistants. Concurrently, Learners are provided with form No. 13 according to Decree 40/2018 / ND-CP to fill in and sign immediately at the classroom.

**Step 6:** Nu Skin employers transfer all training documents (including attendance report and all qualified exams) to the Head Office according to internal schedule for recording.

All documents related to training activities under the Basic Training Program in accordance with the provisions of Decree 40/2018 / ND-CP of each Learner (including: Name of Basic Training Program, time,

the name of the Trainer participating in the Training course, the venue, the level of participation and completion of the training, the commitment, the Basic Training Certificate on Multi-level Marketing, and Membership card) are stored by the Company in paper or electronic form.

## **B. REMOTE BASIC TRAINING**

**Step 1.** The Brand Affiliate/ Joint Participant can sign in for an account to learn online at <http://thuviennuskin.com/>

Note:

- The Brand Affiliates and Joint Participants must complete the Basic Training Program. In this case, the Principal Brand Affiliates and Additional Participants have distance training accounts via different websites.
- The Brand Affiliates must complete the Basic Training Program on their own without computer support / manipulation from others.

**Step 2.** Learners taking part in studying and taking the test

The training content is conducted and communicated by Nu Skin Vietnam Trainers in accordance with Decree 40/2018 / ND-CP.

After logging into an account, Learners can select each module to study independently. Learners will have to attend from beginning to end of each module. The system does not allow rewinding to ensure the total duration of the training.

Learners taking this course may pause to study to another module or exit the program, the system will record the time that students have participated in the actual study. When Learners reopens the training content, the system allows the Learners to choose whether to continue the program or start over.

To ensure interactivity, the system allows Learners to ask questions related to the training content at the "ASKING QUESTIONS" section on the screen. All Learners questions will be answered by the Company Trainer, the answers will be sent to the email address of the Learner registered with the Company.

During the period from 8:00 am to 17:30 pm (from Monday to Friday, except holidays, New Year's Day), Trainers will answer Learners' questions within 48 hours of receiving the questions. After this time, the questions will be transferred to the Trainers to answer the Learners. The Trainers' answer will be sent to the Learners' email address.

After Learners complete all modules, the system will record and display the message "COMPLETE" of the content and request to take the test.

The test is developed in the form of twenty (20) multiple choice questions within 30 minutes. Exam time will be automatically calculated from the time the Learners presses the start button. Learners must correctly answer 16/20 questions that are graded pass. In case of failing, Learners will retake the Test until they pass (The system does not limit the number of times the test is taken).

Learner who successfully complete the test with satisfactory results is considered to have completed the Basic Training Program.

Immediately after completing the Basic Training Program, Learner will be granted a Basic Training

Certificate on Multi-level Marketing.

Note: Learners who have completed the Basic Training Program must submit a commitment form No. 13 in accordance with Decree 40/2018 / ND-CP and send it directly to the Company or by post.

**Step 3.** Record and store basic training results

At the end of the Basic Training Program, the following information: Training time, Training results, Certificate of Basic Training on Multi-level Marketing will be stored in Basic Training account of Distributors.

In addition, at the Company's system, the contents of: List of Trainers, Training Process, Certificate of Basic Training in Multi-level Marketing, Test and test results are stored, can be export the list and allow printing.

**III. PROCESS OF ORDER, PAYMENT, DELIVERY**

**1. Order directly**

**Step 1:** Order:

The Brand Affiliates may look at the pre-printed product list, check the items, quantities they want to buy and send it to the employees at the WIC.

**Step 2:** Processing Orders:

The employees at the WIC receive an order from the Brand Affiliates, entering the information: Product, quantity, delivery method (received at the Company or received at the Company's delivery point or delivery at home), shipping fees (if any) to the Company system. Depending on circumstances of WIC, the employees may refuse receiving the order of Brand Affiliates.

After the information completing input into the system, the Ordering Desk employers will notify the Brand Affiliates of the amount to be paid.

**Step 3:** Payment and invoices issuance:

The Brand Affiliates must pay the full value of the Order in one of the following ways: cash, ATM card, credit card at the Order Counter.

- Payment in cash: the Brand Affiliates the Brand Affiliates sign the receipt
- Pay by ATM / credit card: the Brand Affiliates sign on the card slip printed from the POS machine.

After successful payment, Order Desk employers will issue invoice of the order. The Brand Affiliates sign and receive the number 2 invoice, Orders to receive products at the Delivery Department.

**Step 4:** Delivery:

- Receiving goods at the Company: Immediately after the payment is completed, The Brand Affiliates will receive the products at the Delivery Department.
- Receiving products at home / at the delivery point of Company:
  - In case the delivery address belongs to the administrative area of Ho Chi Minh City (Orders took place in Ho Chi Minh City), Hanoi City (Orders took place in Hanoi City),

Goods will be delivered to the Brand Affiliate within 1-2 working days, under normal conditions.

- In case the delivery address is in other provinces, Goods will be delivered to the Brand Affiliate within 3-5 working days, under normal conditions.
- Upon receipt of Goods, the Brand Affiliate must sign a confirmation on the Goods delivery note of the Delivery Department, and must also check and compare the goods with the Order. In case of shortage, excess or damage of goods, the Brand Affiliate should notify the Delivery Department (if receiving Goods from the Delivery Department) or make a record of the incident with the Delivery Service Provider and send records back to the Company.
- The delivery deadline may be later than the above, but no later than 30 days from the date the date of payment. In case of delayed delivery, the Company will notify the Brand Affiliate via telephone and / or email.
- If the Brand Affiliate does not pick up the Goods or Nu Skin Vietnam cannot deliver the goods to the Brand Affiliate within 30 days from the date of payment, the Order will be canceled and Nu Skin Vietnam will refund 100% of the amount paid by the Brand Affiliate for the Orders (However, Nu Skin Vietnam may charge for shipping fees incurred as a result of delivery)

## **2. Process of online ordering, payment and delivery**

**Step 1:** Order at the website address: [www.nuskin.com/vn](http://www.nuskin.com/vn)

The Brand Affiliates must log in to their personal account, select the items they want to buy and the form of delivery, select the form of payment or other relevant information.

**Step 2:** Payment

The Brand Affiliates must pay the full value of the Order within 02 working days in one of the payment methods have been accepted by the Company.

- In the event that the Brand Affiliate does not pay within the allotted time, the Order will be canceled.
- In case the Brand Affiliate choose to pay by credit card online, after successful payment, they will receive an email with the electronic added value invoice of that Order.
- In case the brand Affiliate choose to pay via bank transfer, after the Company receives the payment for the order, the Affiliate will receive an email with the electronic value-added invoice of that Order. The actual number of Goods delivered in accordance with the order of the Brand Affiliate (if any). The adjusted shipping fee of Goods more than the previously agreed delivery fee, this fee will be paid by the Company.

**Step 3: Order processing**

After receiving order of Brand Affiliate, the Company will check and confirm the order to transfer to Delivery team. In the event that the Company refuse a part or all of such order, the Company will refund the product amount to Brand Affiliate.

**Step 4: Delivery**

- Receiving goods at the Company: Immediately after receiving the email of the electronic value-added invoice of the Order, the Brand Affiliate will receive the goods at the Delivery Department.
- Receiving goods at home / at the delivery point of Company:

- In case the delivery address belongs to the administrative area of Ho Chi Minh City (Orders took place in Ho Chi Minh City), Hanoi City (Orders took place in Hanoi City), Goods will be delivered to the Brand Affiliate within 1-2 working days, under normal conditions..
- In case the delivery address is in other provinces, Goods will be delivered to the Brand Affiliate within 3-5 working days, under normal conditions..
- Upon receipt of Goods, the Brand Affiliate must sign a confirmation on the Goods delivery note of the Delivery Department, and must also check and compare the goods with the Order. In case of shortage, excess or damage of goods, the Brand Affiliate should notify the Delivery Department (if receiving Goods from the Delivery Department) or make a record of the incident with the Delivery Service Provider and send the record back to the Company.
- The delivery deadline may be later than the above, but no later than 30 days from the date the date of payment. In case of delayed delivery but not yet notified, the Company will notify the Brand Affiliate via telephone and / or email.
- If the Brand Affiliate does not pick up the Goods or Nu Skin Vietnam cannot deliver the goods to the Brand Affiliate within 30 days from the date of payment, the Order will be canceled and Nu Skin Vietnam will refund 100% of the amount paid by the Brand Affiliate for the Orders. Nu Skin Vietnam may still charge a shipping fee for the delivery of that order.

#### **IV. THE PROCESS OF WARRANTY/ EXCHANGE DEFECTIVE PRODUCTS DUE TO MANUFACTURE’S ERROR**

##### **1. Warranty policy and exchange defective products due to the manufacturer’s error**

- All devices distributed by Nu Skin Vietnam through the Brand Affiliates who have been authorized by Nu Skin Vietnam will be warranted free of charge for technical breakdowns and failures due to the fault of the manufacturer during the warranty period, which is prescribed for each type of equipment. Please read the warranty terms listed on the warranty card for each device for more details.
- Nu Skin Vietnam will only accept warranty / exchange products distributed by Nu Skin Vietnam and will refuse to accept products from other markets
- The warranty / exchange policy does not apply if the defect arising is not a technical fault caused by the manufacturer but originates from the user or the product has expired warranty.
- In addition to the warranty, Nu Skin Vietnam does not accept maintenance and repair of equipment.
- Please feel free to contact Nu Skin Vietnam if you need any further information (Contact information may be updated according to the notice on the Company's website):
  - HCM City: 2<sup>nd</sup> Floor, 280 Nam Ky Khoi Nghia, Vo Thi Sau Ward, District 3, HCM City. Phone number: (028) 7106 8838
  - Hanoi City: 7<sup>th</sup> Floor, Hanoi Centerpoint Building, 27 Le Van Luong, Nhan Chinh Ward, Thanh Xuan District, Hanoi City. Phone number: (024) 3565 3451
  - Email: [tuvansanpham@nuskin.com](mailto:tuvansanpham@nuskin.com)

##### **2. Process and procedure**

###### **Step 1. Make a warranty / exchange product claim**

- The Brand Affiliates will fill in the Product Complaint Form (available at Company's offices or on the website [www.nuskin.com/vn](http://www.nuskin.com/vn))
- The place of receiving the Brand Affiliate’s warranty/ exchange:
  - i) Ho Chi Minh City: To receive warranty / exchange products at Ho Chi Minh office
  - ii) Hanoi: To receive warranty / exchange products at Hanoi office.

- The Brand Affiliates can directly deliver Declaration and the claimed products or send them by post to the place of receiving claims above. Please enclose the Order and Warranty card. On the packaging of Goods should clearly write "The product requires warranty / exchange (due to manufacturer error)"

Step 2. To receive and process warranty / exchange requests

- The WIC will take warranty / exchange products, deliver them to the Error Checking Department.
- Within 07 working days after receiving the warranty / exchange request, the Error Checking Department will check the claimed products and perform one of the following tasks:
  - To take products warranty measures, hand over the warranted products / exchange products for the requester or provide a resolution if products are not under warranty or cannot be exchanged. The time limit for handling of a request may be longer than 07 working days but must not exceed 60 days from the date of receipt of the warranty / exchange request. Regarding extension of warranty / exchange term, Company will notify the requester by phone and / or email.
  - To contact the requester to notify that products does not meet the warranty conditions and return products to the requester.

Note:

The Brand Affiliate can send an email to [tuvansanpham@nuskin.com](mailto:tuvansanpham@nuskin.com) along with photos and videos recording product defects for faster processing.

The company encourages customers, product contact the Brand Associate who has traded with them for the best support.

**V. THE PROCESS OF RETURN, BUY BACK AND REFUND FOR MULTI-LEVEL MARKETING PARTICIPANTS**

The returned product must meet the conditions set out in point 4.1, section 4, Chapter 2 of this Code of Operation. The buying-back of goods and refund to the Brand Affiliate will be made as follows

Step 1: The Brand Affiliates directly contact the Company for instructions on completing the Product Return Form

Step 2. The Brand Affiliate will deliver all products that they want to return along with the invoice to the Company. Upon receipt of returned products, Staff will check the quantity, condition of Goods and issue a confirmation of receipt.

Step 3: Within fifteen (15) days from the date of receipt of the Goods and documents related to the return of the product, the Company will check and notify the Brand Affiliate of the quantity of Goods eligible for buy back and corresponding to the amount refunded by the Company or notice of Products not eligible for buying back.

Step 4. Within fifteen (15) days from the date of agreement on the number of buying back and refunds corresponding to the returned goods, the Company will make payment to the Brand Affiliate. Payment may be made by bank transfer or debited for use on subsequent orders.



## **VI. PROCESS TO HANDING THE BRAND AFFILIATE'S FEEDBACK, INQUIRIES AND COMPLAINS**

### **1. Channels for receiving feedback, inquires and complain of the Brand Affiliate**

- At the office of Nu Skin Viet Nam (during office hours)
  - Ho Chi Minh City: 2<sup>nd</sup> Floor, 280 Nam Ky Khoi Nghia, Vo Thi Sau Ward, District 3, Ho Chi Minh City.
  - Ha Noi City: 7<sup>th</sup> floor, Hanoi Centerpoint Building, 27 Le Van Luong, Nhan Chinh Ward, Thanh Xuan District, Ha Noi City. Phone number: (024) 3564 3351
- Hotline: (028) 7106 8838 (during office hours)
- Email: 48hrs\_reply\_vietnam@nuskin.com
- Email: tuvansanpham@nuskin.com (if related to products)

Note: If the questions, suggestions and complaints related to the breach of Brand Affiliate Agreement and/or Policy and Procedure of Nu Skin Vietnam, the process and procedure regulated in Policy and Procedure of Nu Skin Vietnam shall be applied to implement instead of the process and procedure regulated in this Section VI.

The above contact information may be updated according to the notice on the Company's website.

### **2. Implementation process**

Step 1. To send suggestions, questions, complaints

- i) The Brand Affiliate sends comments, questions and complaints through the channels mentioned above.
- ii) In case of complaint about the Company's products and policies, the Brand Affiliate will need to provide Nu Skin Vietnam:
  - A document provides complaint information
  - Attached documents, products, purchase invoices (if any)

Step 2. To receive and respond to suggestions, questions and complaints

- i) For suggestions and questions:
  - General suggestions and questions about the Company will be responded to the Brand Affiliate within 2 working days or as soon as possible but do not exceed 14 working days from the date of receiving suggestions, questions or response of Brand Affiliate.
  - Suggestions and questions about products via phone will be answered directly by the Company's staff to the Brand Affiliate during working hours of the date of receiving or as soon as possible but do not exceed 14 working days from the date of receiving suggestions, questions or response of Brand Affiliate.
  - Suggestions, questions about products via e-mail will be responded by the Company's staff to the Brand Affiliate within 02 working days or as soon as possible but do not exceed 14 working days from the date of receiving suggestions, questions or response of Brand Affiliate.
- ii) To receive and resolve complaints
  - Complaints of the Brand Affiliates will be transferred to the relevant departments to conduct inspection, verification of complaint information, making final conclusions within a maximum of fourteen (14) working days from date received the complaint. The Brand Affiliates are responsible for providing relevant documents and materials at the request of the Company.
  - After having the final conclusion, the Company will notify the results to the Brand Affiliate related to the rights of complainant but do not release any information of other individual or confidential information. e

- In case of dissatisfaction with the result, the Brand Associate has the right to continue to send questions and complaints to the Company.

## **VII. PROCESS OF TERMINATING AND LIQUIDATING THE BRAND AFFILIATE AGREEMENT**

Documents needed when proposing termination of the Brand Affiliate Agreement:

- Notice of Termination of the Brand Affiliate Agreement
- Membership card
- Product return application (if any)
- Certified copy of personal documents
- The Brand Affiliate Agreement (original or copy)

The application may be submitted directly by the Brand Affiliates or through other people.

### **1. Termination request from the Brand Associate**

Step 1. The Brand Affiliates will send the request to terminate the Brand Affiliate Agreement directly to the Company or by post or by email or by other communication methods

Step 2. Within seven (07) working days from the date of receipt of the dossiers, Company's employees will conduct inspection of the record and call the Brand Associate to confirm (if dossiers is submitted on behalf of another person) ). If the BA directly submits the termination notification at Company's office, Nu Skin's employees sign for confirmation, stamp the receipt date on the notice of termination of the Brand Affiliate Agreement and return a copy to the Brand Affiliate.

Step 3. Within thirty (30) working days from the date of termination of the Contract, the Parties, upon a valid request of a Party, will perform the following tasks together:

- To mutually agree to buy back the Products and refunds to the Brand Affiliates and the amount the Company will refund to the Brand Affiliate upon acquisition of the Product.
- To enter into a written agreement on commissions, bonuses and other economic benefits that the Brand Affiliate will enjoy in the process of joining Company's multi-level sales network and financial obligations of the Brand Affiliate to Company.
- To pay commissions, bonuses and economic benefits to the Brand Affiliate and deducting the Brand Affiliates' financial obligations to the Company.

Step 4: The Brand Affiliate Agreement shall be liquidated automatically upon the end of 30 days as mentioned above and the Parties have conducted its rights and obligations following the termination of the Brand Affiliate Agreement (if any)..

### **2. Termination request from Company**

Step 1. The Company will send a written notice either directly or by mail or email prior to ten (10) business days to the Brand Affiliate regarding the termination of Contract and specify the reason for termination. However, the Company may send written notice to request immediate termination of the Agreement in accordance with Section 3.4 Chapter 6 of this Policies and Procedures.

Step 2. Within thirty (30) working days from the date of termination of the Contract, the Parties, upon a valid request of a Party, will perform the following tasks together:

- In case the Brand Affiliates request the Company to buy back the Products which have intact package and stamps on the date of return and were purchased within 12 months from the purchase date, to mutually agree whether the Company will buy back the Products and refund to the Brand Affiliates and if yes, to mutually agree on the amount the Company will refund to the Brand Affiliate upon return of the Product.
- To notify in writing or sending agreement via email with regard to commissions, bonuses and other economic benefits that the Brand Affiliate will enjoy in the process of joining Company's multi-level sales network and financial obligations of the Brand Affiliate to Company.
- To pay commissions, bonuses and economic benefits to the Brand Affiliate and deducting the Brand Affiliates' financial obligations to the Company.

Step 4: The Brand Affiliate Agreement shall be automatically liquidated upon the end of 30 days mentioned above and the Parties have conducted their right and obligations following the termination of the Brand Affiliate Agreement.