

**TEMPLATE OF MULTI-LEVEL SALES AGREEMENT
NU SKIN VIETNAM**

Effective date: 1 October 2026

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This Brand Affiliate Agreement is made and entered on, by and between:

Tel: _____
Head office: _____
Legal rep: _____ Title: _____

Brand Affiliate's Full Name (Surname first)

Date of Birth DD/MM/YY Telephone Number.

Email

|||/|||/|||

Citizen Identification Number/ID
Card (Passport No.: not applicable)

| | | | |

Date of Issue
DD/MM/YY

		/			/		
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Issuing Authority

PIT number

(Work permit number for foreigners: not applicable)

Permanent Residential Address (on Citizen Identification Card/ID Card)

Residential Address (only input if not residing at the permanent residential address or on ID Card)

Brand Affiliate is (please choose)

□ an individual without Joint Participant

☐ an individual with Joint Participant(s)

If the Joint Participant is your spouse or Co-habitant with you, please fill in the full information below:

Spouse or Co-habitant Full Name, Surname first (if any)

[illegible]

Date of Birth

DD/MM/YY

		/		/		
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Telephone Number

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Email

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Citizen Identification Number/ID
Card (Passport No.: not applicable)

[illegible]

Date of Issue

DD/MM/YY

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Issuing Authority

If the Joint Participant is not your spouse or Co-habitant with you, please fill in the full information in the Joint Participation Form and submit it together with this Brand Affiliate Agreement.

Have you or your Joint Participant ever been a Nu Skin Vietnam Brand Affiliate or had a beneficial interest or participated in a Brand Affiliate Account individually or as a Joint Participant in a Brand Affiliate Account with joint participation?

1

Yes. Please give name of Brand Affiliate and date of last activity

7

No

month

year

Full name
(Surname first)

(Surname first)

Sponsor's full name (Surname first) (for persons who have Vietnamese nationality only)

[illegible]

Sponsor's
Number.

Brand Affiliate will be assigned a Brand Affiliate Identification Number by the Company, used for all transactions concerning Brand Affiliate's account. Brand Affiliate certifies that the information given in this document is true and correct and agrees that Nu Skin Vietnam may declare the Brand Affiliate Agreement void if such information is false or misleading.

Compensation Account of Brand Affiliates

Bank

Account

Number

—

Name

of

Account

Holder

Bank: _____ Branch: _____

A. Definitions

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

“Bonuses” mean the compensation paid to Brand Affiliates (including commissions, bonuses and other economic benefits paid in money) 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 will pay Bonuses by bank transfer to Brand Affiliate(s) in Viet Nam.

“Brand Affiliate” or **“Distributor”** or **“Participant of multi-level sales”** (according to Vietnamese law about multi-level sales management) means any person who enters into a Multi-level Sales Agreement (Brand Affiliate Agreement – **“BAA”**) and obtain Nu Skin Vietnam’s acceptance in accordance with its sign-up process to be authorized to sell Nu Skin’s Products as well as join in multi-level marketing business of Nu Skin Vietnam. All Product purchases are optional.

“Customer” means a person purchasing Nu Skin Products from Brand Affiliates or directly from Nu Skin Vietnam for personal consumption.

“Preferred Customer” means Customer registered by a Brand Affiliate to buy products directly from Nu Skin Vietnam with Member Price. Preferred Customers are not allowed to register for a new Brand Affiliate and/or new Preferred Customer as well as to resell Products and are not entitled to benefits under the Sales Compensation Plan.

“Business Portfolio” means a full business kit, including the Policies and Procedures, The Sales Compensation Plan and other business guidelines of Nu Skin Vietnam to assist Brand Affiliates in starting and conducting their independent businesses. (The Policies and Procedures, The Sales Compensation Plan and The Brand Affiliate Agreement are posted on the official website and Brand Affiliates can download for free use. Brand Affiliates are not obliged to purchase the Business Portfolio to be signed the Brand Affiliate Agreement with Nu Skin Vietnam).

“Nu Skin” means Nu Skin Vietnam, NSI and their affiliated companies.

“Nu Skin Vietnam” or **“Company”** means Nu Skin Enterprises Vietnam Limited Liability Company established under the laws of Vietnam.

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

“Multi-Level Sales Agreement” or **“Brand Affiliate Agreement”** means the agreement between Nu Skin Vietnam and Brand Affiliate, including the Policies and Procedures, the Sales Compensation Plan which are possibly amended from time to time by Nu Skin Vietnam and notified to Brand Affiliates (provided such amendments comply with Nu Skin’s business standards and ethics and are registered with competent authorities according to Vietnamese laws).

“Policies and Procedures” are defined as code of conduct of Nu Skin Vietnam to adjust behaviors of Brand Affiliates, procedures, and processes of implementing multi-level marketing activities. The Policies and Procedures are included in Business Portfolio, which might be amended from time to time and notified to Brand Affiliates (provided such amendments complies with business standards and ethics of Nu Skin and are registered with competent authorities pursuant to the laws of Vietnam).

“Nu Skin Products” or “Products” mean the products of NSI’s affiliated companies that are sold through local affiliates in the individually authorized countries. Nu Skin Products are announced by Nu Skin Vietnam in the Product List, which is subject to notification to competent authorities prior to application.

“Sales Compensation Plan” is the plan used by Nu Skin Vietnam to calculate commissions, bonuses and other economic benefits that Brand Affiliates will receive based on the results of their sales and the sales of other participants in their organization. This document is included in the Business Portfolio and may be revised from time to time by Nu Skin Vietnam and notified to Brand Affiliates (provided such amendments comply with Nu Skin’s business standards and ethics and are registered with competent authorities pursuant to the laws of Vietnam).

“Co-habitant” means a person who is living with a Brand Affiliate as if a spouse of the Brand Affiliate but is not legally married.

“Joint Participant” is any Person who is added by a Brand Affiliate to jointly participate in the same Brand Affiliate Account of the Brand Affiliate by signing a Joint Participation Form as a Joint Participant, and any spouse or Co-habitant of a Brand Affiliate who signs the Brand Affiliate Agreement under the same Brand Affiliate Account of the Brand Affiliate.

B. Brand Affiliate Agreement (“BAA”) in Vietnam

1. Conditions applied for Brand Affiliate to join Nu Skin Vietnam

Brand Affiliate warrants that they are NOT belonging to following cases:

- 1.1** Being under 18 years old or not full-fill the conditions of legal capacity under the Civil Code of Vietnam, to join multi-level marketing (“MLM”) in Vietnam according to provisions of Vietnam law on management of MLM activities;
- 1.2** Not being residing (permanently residing or temporarily residing in case not residing at the permanent residential address) in Viet Nam;
- 1.3** Being a Government Official or Public employee as regulated in Vietnam law on officials and public employees;
- 1.4** Being serve a prison sentence or has previous convictions for manufacturing and trading of counterfeit or prohibited products, false advertising, deceiving consumers, obtaining property by fraud, abuse of trust to appropriate property, illegal impoundment of property or any violations against regulations on MLM;
- 1.5** Those who have been sanctioned by the competent authority on MLM management of Vietnam without ended of administrative sanction duration, due to the following violations of:
 - (a) Obligations of Brand Affiliated set forth in the Article 5.2.(i) of this Brand Affiliate Agreement;
 - (b) Holding conferences, meetings, training courses or introduction of their MLM activities or the MLM of the others without obtaining the MLM registration certificate, unless otherwise prescribed by law;
 - (c) Participating in the MLM network of an organization or individual that is not granted the MLM registration certificate, unless otherwise prescribed by law.
- 1.6** Held one of the following positions: the partners of a partnership, being the owner of a private enterprise or a single-member limited liability company, being the members of a limited liability company of two or more members, being the shareholders of a joint-stock company, or being the legal representative of the enterprise at a MLM enterprise whose MLM registration certificate has been withdrawn in accordance with the provisions of Decree No. 42/2014/ND-CP dated May 14, 2014 on management of MLM activities and

Decree No. 40/2018/ND-CP dated March 12, 2018 on management of MLM activities of the Government, amended, supplemented some articles by Decree 18/2023/ND-CP, during the time that enterprise was performing MLM activities.

2. Right to Market Nu Skin Products and Sponsor in Vietnam of Brand Affiliates

Subject to the terms and conditions of the BAA, Nu Skin Vietnam grants Brand Affiliates: (a) marketing and selling Nu Skin Products in Vietnam by Brand Affiliates in a multi-level sales method, and (b) sponsoring new Branding Affiliates in Vietnam.

3. Independent Contractor

Brand Affiliate is an Independent contractor and not an employee of Nu Skin Vietnam. As an independent contractor, I will:

- 3.1** be self-employed, and determine in my sole discretion, when I work and the number of hours I work
- 3.2** be paid Bonuses based on sales, not the number of hours that I work;
- 3.3** be subject to entrepreneurial risk and responsible for all losses that I incur as a Brand Affiliate;
- 3.4** pay for costs or charges incurred for licenses, licensing or insurance or similar charges (if any);
- 3.5** be responsible for all costs of my business including, travel, entertainment, office, clerical, legal, equipment, accounting, and other expenses, without advances, reimbursement, or guarantee from Nu Skin Vietnam;
- 3.6** not be treated as an employee of Nu Skin Vietnam for any purposes; and
- 3.7** PIT arising from commissions, bonuses, economic benefits when joining MLM business of Nu Skin Vietnam will be deducted prior to paying commissions, bonuses, economic benefits in order to submit to State budget according to laws of Vietnam. I will take responsibility to pay other taxes and settle by myself for taxes arising from my business activities pursuant to Vietnam's laws.

I am not a/an employee, agent, or representative of Nu Skin, and except as permitted by the Brand Affiliate Agreement, I am not authorized to act on behalf of Nu Skin. Nothing in the Brand Affiliate Agreement is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Nu Skin and me.

4. Bonuses

- 4.1** I will be paid Bonuses for the sale of Nu Skin Products as stated in the Sales Compensation Plan of Nu Skin Vietnam. I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales Compensation Plan, including retail sales, and not be in violation of the terms of the Brand Affiliate Agreement as well as the Policies and Procedures.
- 4.2** I will not purchase any Nu Skin Product solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I should have sold or consumed at least 80% of any previous orders. I must retain retail sales receipts/ invoices for at least four years to prove the retail sale of products for the Customers and must present retail receipts / invoices when the Company requires.
- 4.3** I agree that the consideration for me to receive Bonuses and recognition is based on my considerable time to (i) train, encourage, supervise and assist my Team in its efforts to sell Nu Skin Products for retail customers, (ii) sell Nu Skin Products by myself, and (iii) promote the business.

- 4.4** I agree that Nu Skin Vietnam can deduct my personal income tax in order to pay it to the State budget on my behalf as required by the Laws of Vietnam prior to paying Bonuses and/or other economic benefits to me.
- 4.5** I agree that Nu Skin Vietnam will make/arrange for the transfer of any Bonuses to my bank account as stated by me in this Multi-Level Sales Agreement (Brand Affiliate Agreement).
- 4.6** I agree that I must notify Nu Skin Vietnam immediately (i) prior to changing or closing my bank account, or (ii) if my bank changes my account number. Failure to notify Nu Skin Vietnam of bank account number changes may delay my receipt of Bonuses. If I change my bank or account number, I must fill out a new Direct Deposit Authorization Form or a new request form and send it to Nu Skin Vietnam by personal delivery or by post or by electronic mail (email) or by fax before I close my existing account.
- 4.7** Nu Skin Vietnam will not be liable to me for its failure to provide payments to my account in a timely manner unless such failure is a direct result of Nu Skin Vietnam's gross negligence or intentional misconduct. Nu Skin Vietnam's liability will not exceed the amount that would have otherwise been paid to my account unless otherwise required by applicable law.

5. Rights, Responsibilities and Liabilities of the Brand Affiliates

I acknowledge and agree that as a Brand Affiliate, I have the following rights, responsibilities and liabilities (apart from my rights, responsibilities and liabilities stated in other contents of BAA):

5.1 Rights of Brand Affiliates

- (a) To receive commissions, bonuses, rewards and other economic benefits under the Sales Compensation Plan of Nu Skin Vietnam;
- (b) To be provided with accurate information on the Brand Affiliate Agreement, the Policies and Procedures, and the Sales Compensation Plan.
- (c) Having the right to purchase Nu Skin's products with Member price and offer Nu Skin Products, build their multi-level sales organizations in accordance with legal regulations, Brand Affiliate Agreement, Sales Compensation Plan and Policies and Procedures.

5.2 Responsibilities and Liabilities of Brand Affiliates

- (a) To only carry out marketing, sales and multi-level sales network development activities after being granted a Membership Card;
- (b) To keep the hard copy of the Brand Affiliate Agreement in accordance with the Policies and Procedures;
- (c) To ensure to participate in the Basic Training Program for the Brand Affiliate in accordance to the Policies and Procedures, the Basic Training Program within 30 days since the signing date of the Brand Affiliate Agreement;
- (d) To present my Membership Card issued by Nu Skin Vietnam prior to introducing or marketing any Nu Skin Products;
- (e) To provide truthful and adequate information when introducing about Nu Skin, Nu Skin

Vietnam, Nu Skin Products, BAA, Sales Compensation Plan, Policies and Procedures and other necessary regulations that Nu Skin Vietnam developed and announced in accordance with the Laws of Vietnam;

- (f) To comply with the provisions in the Brand Affiliate Agreement, the Sales Compensation Plan, the Policies and Procedures and other necessary regulations that Nu Skin Vietnam developed and announced pursuant to the Laws of Vietnam;
- (g) Not to provide information about food using images, equipment, costumes, names, correspondences of health facilities, health units, physicians, pharmacists, health workers, testimonials of patients, articles written by physicians, pharmacists, health workers; not to provide information about food that represents or quotes patients' opinions that the food has medicinal use;
- (h) To fulfill all other responsibilities as required by the Laws of Vietnam;
- (i) Not to conduct the following prohibited actions in MLM activities:
 - Requesting other people to deposit or submit a certain amount of money to be signed Brand Affiliate Agreement;
 - Requesting other people to purchase the certain goods to be signed the Brand Affiliate Agreement;
 - Providing misleading or confusing information about benefits of participation in multi-level sales business of Nu Skin Vietnam, the function and use of Nu Skin Products, and operations of Nu Skin Vietnam;
 - Organizing conferences, seminars, training courses without Nu Skin Vietnam's written authorization;
 - Inducing, enticing, corrupting participants of other enterprises to join Nu Skin Vietnam's business;
 - Using position, authorization, and social and professional position to encourage, require, induce, entice other people to participate in multi-level sales business of Nu Skin Vietnam or to purchase Nu Skin Products.
 - Performing multi-level sales activities in provinces where Nu Skin Vietnam has not yet been granted the certification for its multi-level sales operations in such localities.
- (j) Not to conduct the following prohibited actions under the laws:
 - Participating in the MLM activities of an organization or individual that is not granted the MLM registration certificate, unless otherwise prescribed by law;
 - Organizing conferences, meetings, training courses, introduction of their MLM activities or of other organizations, individuals that are not granted the MLM registration certificate, unless otherwise prescribed by law;
 - Conducting business via multi-level method to services or other forms which is not trading goods, unless otherwise prescribed by law;

- Developing a multi-level sales network that is not based on the trading transaction of goods;
- Carrying out prohibited practices in protecting consumer rights as prescribed in Clause 1 Article 10 of the Law on Protection of Consumer Rights and its amended and instructed documents from time to time and other relevant legal documents.

(k) In case failing to fulfil my responsibilities mentioned in clauses (a) to (j) above and such failure results in loss to a Customer and/or another Brand Affiliate, Brand Affiliate has the responsibility to compensate for damages under the Laws of Vietnam.

6. Rights, Responsibilities and Liabilities of Nu Skin Vietnam

I acknowledge that, under the Laws of Vietnam regarding multi-level marketing, besides the rights, obligations and liabilities stated in other contents of this Agreement, Nu Skin Vietnam has the following rights, responsibilities and liabilities:

6.1 Rights of Nu Skin Vietnam

- (a) At Nu Skin Vietnam's own discretion to decide on any of my violations in accordance with the Brand Affiliate Agreement and the Policies and Procedures.
- (b) To modify, amend the Brand Affiliate Agreement, Sales Compensation Plan, Policies and Procedures per approval of competent authorities.
- (c) Regularly supervise Brand Affiliate's business to ensure that it is in compliance with the Brand Affiliate Agreement, Sales Compensation Plan, Policies and Procedures and other relevant rules developed and announced by Nu Skin Vietnam.

6.2 Responsibilities and Liabilities of Nu Skin Vietnam

- (a) To publicly list the documents as required by the Laws of Vietnam at head office, branches, representative offices and business locations (if any) of Nu Skin Vietnam;
- (b) To strictly comply with the registered BAA, Policies and Procedures and Sales Compensation Plan;
- (c) To comply with signing the Brand Affiliate Agreement in writing and return the Brand Affiliate Agreement to the Brand Affiliate in accordance with the Policies and Procedures;
- (d) To ensure to conduct basic training for the Brand Affiliate in accordance with the Policies and Procedures, the Basic Training Program within 30 days since the signing date of the Brand Affiliate Agreement;
- (e) To create and announce the List of Products trading via the MLM method of Nu Skin Vietnam (after conducting a notification process to competent authorities under the Laws of Vietnam) and comply with such announced prices;
- (f) To issue invoice for each transaction of each Brand Affiliate and Customer buying Products directly from Nu Skin Vietnam;
- (g) To guarantee the truthfulness and accuracy of the information provided to the Brand Affiliates;
- (h) To guarantee the quality and warranty (where applicable) and after-sale services (if any) of

Nu Skin Products pursuant to policies that Nu Skin Vietnam developed and announced;

- (i) To operate the communication system to receive, resolve questions, complaints made by the Brand Affiliates and Customers (if any) pursuant to the Policies and Procedures and other relevant policies of Nu Skin Vietnam;
- (j) To deduct personal income tax of the Brand Affiliates in order to pay it to the competent authorities on behalf of the Brand Affiliates prior to paying commissions, Bonuses or other economic benefits to the Brand Affiliates;
- (k) To provide Basic Training Program(s) for Brand Affiliates and the Joint Participant (if any) as Nu Skin Vietnam developed and registered with State competent agencies;
- (l) To provide supplementary/up-dating courses or to notify Brand Affiliates of any changes to the Basic Training Program in accordance with the Laws of Vietnam;
- (m) To grant Membership Card for each Brand Affiliate and the Joint Participant (if any);
- (n) To regularly supervise the activities of Brand Affiliates to ensure that they have strictly observed the Brand Affiliate Agreement, Nu Skin Vietnam's Policies and Procedures, Sales Compensation Plan and other regulations that Nu Skin Vietnam developed and announced;
- (o) To be responsible for the multi-level sales activities conducted by Brand Affiliates at Nu Skin Vietnam's head office, branches, representative offices or business locations (if any) or at Nu Skin Vietnam's conferences, seminars and trainings;
- (p) To buy back Nu Skin Products sold to Brand Affiliates upon their request or upon the termination of their Brand Affiliate Agreement in accordance with the requirements of the Laws of Vietnam and the Brand Affiliate Agreement;
- (q) To compensate Brand Affiliates and/or Customers for a damage caused by Products/faults of Nu Skin Vietnam upon competent authorities' judgments and in accordance with the Laws of Vietnam (Nu Skin Vietnam does not have to compensate for a damage caused by Brand Affiliates due to their failure to fulfill their responsibilities mentioned in Clauses (a)-(k) Section 5.2 of Part B);
- (r) To operate the information technology system to manage the network of multi-level sales participants in accordance with technical explanation that has been registered with the competent authorities and ensure that the Brand Affiliate can access and retrieve basic information about their own multi-level marketing activities;
- (s) To operate and regularly update the Company's website to provide timely and adequate information about the business and its multi-level marketing operations;
- (t) To operate the communication system to receive, resolve questions, complaints from the Brand Affiliate, including telephone, email and receiving address;
- (u) To provide the rights to access to the management account of the information technology system on multi-level marketing activities management of the Company upon written request of the competent authorities on management of MLM activities;
- (v) To comply with the responsibility to maintain the revenue ratio from selling goods to consumers who are not participants of multi-level marketing, therein at least 20% of MLM

revenue in a fiscal year is revenue coming from customers who are not the Brand Affiliate;

- (w) Not to provide information about food using images, equipment, costumes, names, correspondences of health facilities, health units, physicians, pharmacists, health workers, testimonials of patients, articles written by physicians, pharmacists, health workers; not to provide information about food that represents or quotes patients' opinions that the food has medicinal use;
- (x) To comply with relevant legal regulations on business conditions and circulation of goods sold through the multi-level marketing method and fulfill other responsibilities as required by the Laws of Vietnam;
- (y) Not to perform prohibited practices in protecting consumer rights, in MLM activities and other relevant legal regulations of Vietnam.

7. Termination of the Brand Affiliate Agreement/Brand Affiliate Account

I acknowledge and agree that the Brand Affiliate Agreement between Nu Skin Vietnam and me shall be terminated in the following cases:

- 7.1** I shall have the right to terminate the Brand Affiliate Agreement by providing a written notice to Nu Skin Vietnam at least ten (10) working days prior to the date of termination of the Brand Affiliate Agreement.
- 7.2** In the event I do not agree with any amendment of either Brand Affiliate Agreement and/or Sales Compensation Plan and/or Policies and Procedures by Nu Skin Vietnam, I shall have the right to terminate the Brand Affiliate Agreement by providing a written notice to Nu Skin Vietnam within ten (10) days since the date such amendments were announced by Nu Skin Vietnam. The termination and liquidation of the Brand Affiliate Agreement shall be carried out according to the regulations specified in the Brand Affiliate Agreement and the Laws of Vietnam.
- 7.3** Nu Skin Vietnam shall have a right to terminate the Brand Affiliate Agreement if within 12 consecutive months, I do not conduct any Business Activity by my Brand Affiliate Account. After termination, I may register as a Brand Affiliate by submitting a new Brand Affiliate Agreement.
- 7.4** Nu Skin Vietnam shall have the right to terminate the Brand Affiliate Agreement by providing a written notice to me at least ten (10) working days prior to the date of termination of the Brand Affiliate Agreement, if I carry out one of following actions:
 - (a) Do not comply strictly with provisions in the Brand Affiliate Agreement and the Policies and Procedures.
 - (b) Do not fulfill the responsibilities of the Brand Affiliate as mentioned at Clause a, c, b, d, e, f, g, h, j and k Article 5.2 of this Part B or do not comply strictly with the Laws of Vietnam.
 - (c) In the event Nu Skin Vietnam terminates its multi-level sales operations in accordance with the Laws of Vietnam.
 - (d) Other cases as provided in the Laws of Vietnam.

7.5 Nu Skin Vietnam shall be responsible for terminating the Brand Affiliate Agreement by

sending the Brand Affiliate a written notice of termination at least 10 (ten) working days prior to the termination date of the Brand Affiliate Agreement, when the Brand Affiliate performs one of the acts recorded in Clause i, Article 5.2 of Part B of this Brand Affiliate Agreement.

I undertake to stop immediately activities relating to my Brand Affiliate Account or any action that may be misunderstood as a business of the Brand Affiliates of Nu Skin Vietnam as soon as my Brand Affiliate Agreement is terminated. In case of termination of the Brand Affiliate Agreement, Nu Skin Vietnam shall buy back the Nu Skin Products that I have purchased pursuant to the requirements of the Laws of Vietnam as well as the provisions of the Brand Affiliate Agreement, Policies and Procedures.

C. Vietnam Product Purchase Agreement (“PPA”)

1. Services Provided in Vietnam

Pursuant to the terms and conditions of BAA, Nu Skin Vietnam will offer to me, as an independent contractor (as defined in Part B above), Nu Skin Products for purchase in Vietnam. I agree that I may only market and sell these Nu Skin Products in Vietnam. Additionally, Nu Skin Vietnam will provide me with the following services in Vietnam: (i) accept orders for and distribute Nu Skin Products to Customers and Brand Affiliates in Vietnam, (ii) handle all returns of Nu Skin Products sold in Vietnam and make appropriate refunds according to announced policies, (iii) provide warranty (where applicable) and support services to Brand Affiliates, and take any necessary actions pursuant to the Brand Affiliate Agreement, the Policies and Procedures published by Nu Skin Vietnam, and (iv) pay Bonuses to Brand Affiliates in Vietnam as policies of Nu Skin Vietnam, and other activities as described herein.

2. Marketing and Pricing of Nu Skin Products

I agree that all the information about Nu Skin Products traded via multi-level method (including name, type, origin, package specification, warranty (if any), prices and bonus points corresponding to prices and time of application) that Nu Skin Vietnam developed and announced from time to time in the Products List (after providing Notice to the competent authorities in accordance with the Laws of Vietnam).

I agree that: (a) there are no minimum purchases or inventory requirements of Nu Skin Vietnam; (b) I will promote the retail sale of Nu Skin Products in Vietnam in accordance with the terms and conditions of the Brand Affiliate Agreement; (c) I will not make any claims about the Nu Skin Products and Sales Compensation Plan unless they are contained in official company literature or on company labels of Nu Skin Products in Vietnam; and (d) I have the right to purchase Nu Skin Products at the member price stated by Nu Skin Vietnam and Nu Skin Vietnam may change product prices from time to time after notifying with competent authorities in accordance with the Laws of Vietnam.

3. Refunds and Return of Nu Skin Products

I understand I may choose one of the following options to return Products purchased from Nu Skin Vietnam, specifically:

3.1 Return of Products in accordance with the Laws of Vietnam:

Upon my request, Products purchased from Nu Skin Vietnam can be returned to Nu Skin Vietnam, including cases purchased under the promotion, provided that the following conditions are satisfied:

- my request for buying back such Products must be made **within 30 (thirty) days** from the date on which I received the Products from Nu Skin Vietnam;
- the returned Products still have intact package, stamps, labels and within its expiry date on the date of return; and
- with accompanying invoice.

3.2 Besides the right of returning Products prescribed at the Section 3.1 above, I am able to return Products according to the expansion policy of Nu Skin Vietnam as follows:

Upon my request, Nu Skin Vietnam may buy back Products sold by Nu Skin Vietnam to me, provided that the following conditions are satisfied:

- my request for the buying back is made **within a maximum of 12 (twelve) months from the order date;**
- the returned Products still have intact package, stamps, labels and within its expiry date on the date of return; and
- with its accompanying invoice.

In the case that Nu Skin Vietnam allows the buy-back of the 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.

I understand and acknowledge that, in accordance with Vietnamese laws, Nu Skin may recoup Bonuses paid to me when Products were returned by me or my downlines under Nu Skin Vietnam's refund and return policy.

4. Policy for Uncollected Products

Pursuant to Laws of Vietnam, I agree IN THE CASE THAT:

- 4.1** when collection is to be made by me and I fail or neglect to collect any Nu Skin Products purchased from Nu Skin Vietnam within thirty (30) days from the date of payment to Nu Skin Vietnam; or
- 4.2** I have asked Nu Skin Vietnam to deliver the Products but Nu Skin Vietnam cannot deliver to me within 30 (thirty) days from the payment date for Nu Skin Vietnam.

Nu Skin Vietnam shall cancel my order of such Nu Skin Products without collecting my opinions, notifying or explaining to me; and, at the same time, refund 100% of the purchase price to me.

Bonuses having paid on such canceled orders (if any) will be deducted as set forth in Section 6.10 of Chapter 2 of the Policies and Procedures unless otherwise required by applicable law.

5. Use of Credit Card

I agree that I shall not use another individual's credit card for any order without the individual's prior written approval. I will provide a copy of such written approval to Nu Skin Vietnam upon request.

D. Dispute Resolution Agreement

1. The place of origin of the Brand Affiliate Agreement is Ho Chi Minh City, Vietnam, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Vietnam, regardless of the validity of the provisions relating to the choice of governing law.

2. I AGREE THAT ARBITRATION IS THE OPTIMAL METHOD OF DISPUTE SETTLEMENT AND UNLESS THE VIETNAMESE LAWS GIVE ME THE RIGHT TO CHOOSE TO BRING THE DISPUTE TO THE VIETNAMESE COURTS, I AGREE THAT THE DISPUTE WILL ONLY BE SETTLED BY ARBITRATION.

3. I agree to submit to the binding arbitration with the Vietnam International Arbitration Center at Chamber of Commerce and Industry in accordance with its arbitration rule for resolution of any conflict arising under or in connection with the interpretation of the Brand Affiliate Agreement which cannot be solved by mutual negotiation and the internal conflict resolution procedures of Nu Skin Vietnam. The arbitration will be conducted in the Vietnamese language and in Ho Chi Minh city.

4. A “Dispute” is defined as “any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, legal document, law, product liability, case law, 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, leaders, directors, , 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.”

5. I AGREE TO ACCEPT AND BE BOUND BY THIS DISPUTE RESOLUTION AGREEMENT IF I ACCESS ANY NU SKIN WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY NU SKIN PRODUCTS MADE AVAILABLE THROUGH SAID WEB SITES, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN VIETNAM, OR IF I RECEIVE A BONUS.

E. Miscellaneous Provisions

1. Representations and Warranties

I represent and warrant that I am authorized to enter the Brand Affiliate Agreement, that I have met all legal requirements to enter a valid contract in Vietnam, and when executed and delivered by me and accepted by Nu Skin Vietnam as described herein, the Brand Affiliate Agreement constitutes a legal, effective and binding obligation. I also represent and warrant that:

- (a) the information that I provided in the Brand Affiliate Agreement is accurate and complete and if I have provided any false or misleading information, Nu Skin Vietnam shall have right, to declare a part of or the whole content of the Brand Affiliate Agreement void from its inception;
- (b) the citizen identification number/ID Card and/or tax identification number that I provided is my correct tax payer identification number for Vietnam;
- (c) I have Vietnamese nationality and resides in Vietnam; and

- (d) All Joint Participants have Vietnamese nationality and reside in Vietnam. I represent and warrant that neither I nor Joint Participants have been engaged in Business Activity in another Brand Affiliate Account in 06 (six) months or 01 (one) year in the case of those with the equivalent title of Brand Representative or a higher title under the Sales Compensation Plan immediately preceding my sign up under my Sponsor as I identified in the Brand Affiliate Agreement.

2. Authorization to Transfer Personal Information

In order for Nu Skin to provide support for my Nu Skin Brand Affiliate Account, I authorize them to transfer and disclose personal and/or confidential information, which (a) I have provided to Nu Skin Vietnam in connection with my Brand Affiliate Account and Team, or (b) that has been exploited and developed as a result of my activity as a Brand Affiliate, to (i) its parent and affiliated companies wherever located, (ii) and to my Nu Skin independent upline Brand Affiliates when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize Nu Skin Vietnam to use my personal information for Brand Affiliate recognition and marketing materials.

I understand and agree that Nu Skin Vietnam will not retain my personal information longer than reasonably necessary time for the purpose(s) such personal information was/were provided to Nu Skin Vietnam save as may be permitted or required in accordance with legal requirements.

I also understand that I may (i) make inquiries concerning the collection and processing of my personal information; and (ii) request for access to or correction of my personal information held by Nu Skin Vietnam, by submitting such request in writing to Nu Skin Vietnam via email, registered post or personal delivery.

3. Acceptance of Brand Affiliate Agreement

The only signing date and also the effective date of the Brand Affiliate Agreement will be the date of the agreement shown on the first page of this Brand Affiliate Agreement.

4. Indemnity and Limitation of Liability

4.1 Indemnity

I will indemnify and hold Nu Skin Vietnam, and each of their shareholders, leaders, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent brand affiliate business, including without limitation, breach of representations and warranties, material breach of the Brand Affiliate Agreement and other agreements between the parties, or any other claims or causes of action.

4.2 Limitation of Liability

Unless otherwise is required by the law, I agree that Nu Skin Vietnam will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Brand Affiliate Agreement or other agreements between Nu Skin Vietnam and me. I agree that the entire liability of Nu Skin Vietnam for any claim whatsoever related to my relationship with Nu Skin Vietnam, including but not limited to any cause of action arising in contract, tort, or case law, will be limited to the cost of products that I have purchased from Nu Skin Vietnam.

PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT

I agree that:

I have previously reviewed the Brand Affiliate Agreement and the online Business Portfolio at https://www.nuskin.com/content/nuskin/vi_VN/home.html before conducting any Brand Affiliate activity. I understand and agree that the Brand Affiliate Agreement, including the Policies and Procedures, the Sales Compensation Plan constitute binding agreements between me and Nu Skin Vietnam. If I refuse to follow any provision of the Brand Affiliate Agreement and/or the Policies and Procedures and/or the Sales Compensation Plan, I agree to notify Nu Skin Vietnam, in writing, about terminating my Brand Affiliate Agreement within at least ten (10) working days prior to the date of termination of the Brand Affiliate Agreement. When the Brand Affiliate Agreement is terminated, I may receive a refund of any Nu Skin Products as set forth in the Brand Affiliate Agreement and the Laws of Vietnam on the MLM.

I understand that the purchase of any Nu Skin Products is optional and is not required to become a Brand Affiliate.

I (and my spouse or Co-habitant, if any) have reached the legal age of 18, have full capacity for civil acts under the law of Vietnam and resides in Vietnam to participate in multi-level selling as well as to enter into the Brand Affiliate Agreement. I confirm that I am NOT prohibited to participate in multi-level selling according to the Laws of Vietnam.

Applicant's Signature	For and on behalf of Nu Skin Enterprises Viet Nam Limited Liability Company
_____ By signing this document, I agree to be bound by the above provisions Signature of Spouse or Co-habitant (if applicable) _____ By signing this document, I agree to be bound by the above provisions	_____ <i>(Name, title and signature of Legal Representative or authorized representative of Nu Skin Vietnam and sealing by the company's stamp)</i>