

ADR Agreement – Terms and Conditions

By participating in the Automatic Delivery Rewards program (“ADR Program”), I fully agree to and commit to abide by the terms and conditions set forth below.

This Automatic Delivery Rewards (ADR) Agreement (“ADR Agreement”) is between you, as ADR customer, (“I” or “me” or “you” or “your”) and Nu Skin Enterprises Ukraine L.L.C, Regus Horizon Park, Mykoly Hrinchenko Street 4, 03680 Kiev, Ukraine, with Company number 36644944 (“Company”).

I hereby agree as follows:

1 ADR Program

As an ADR customer, I understand that the ADR Program is an optional Program that allows me to place a standing order with the Company that will be conveniently shipped to me and charged to my credit card or debit card on a recurring monthly basis (unless I have selected the option of bimonthly shipments). In addition, I understand that no minimum product purchases are required to participate in the ADR Program, but that in order to gain from the benefit sub 2.1 a minimum volume will be required.

2 ADR benefit and product points

2.1 Benefit

If my monthly ADR order totals or is greater than 50 Sales Volume (“SV”) after discount, I will be entitled to product points that may be redeemed for additional products. Product points vary and are earned at a rate of 20% of the ADR SV order value for a monthly ADR order. For bimonthly ADR orders, the product points are earned at a rate of 10% of the ADR SV regardless of the number of processing months. I may earn no more than 75 product points per month per market.

2.2 Deletion and/or cancelation

I understand and agree that the product points I earn, if not used, will automatically expire on the first day of the 13th month after which they were earned (“Deletion”). I understand and agree that the product points I earn will be automatically cancelled (“Cancellation”) if (a) I do not place any orders that generate SV in two subsequent months, and/or (b) if I cancel my ADR. I understand and agree that if I notify the Company within thirty (30) days of the Deletion or Cancellation and request reinstatement of the deleted product points, then the deleted product points will be reinstated.

2.3 Returns

There are no returns allowed on product purchased with ADR product points and no SV or Commissionable Sales Value (“CSV”) is earned on products purchased with product points. All other returns are governed either by the Policies and Procedures (for Brand Affiliates) or the Nu Skin® General Conditions of Sales (for Members and Retail customers).

3 Payment

3.1 Information for payment

I have specified in my ADR order the quantity of each product that I desire to receive every month or bimonthly and:

- I provided the Company with valid Credit Card or Debit Card information along with the card's expiration date and any other information necessary to set up a regular payment on my credit card or debit card; or
- I agree to wire all payments to the Company at the times set up below.

I understand that the ADR order will not be shipped until the Company has received the full payment. The Company may decide to cancel an ADR order if payment is not successful after five (5) business days from the ADR.

3.2 Payment authorization

By selecting "credit card" or "debit card" as my method of payment, I authorize the Company or its affiliated companies to charge my credit card or debit card, as the case may be, each month or bimonthly for the products specified in my ADR order and to retry to charge my card in case an attempt was unsuccessful.

By selecting "Wire" as my method of payment, I represent and warrant that I will transfer the amount stipulated above plus any related TAX and shipping fees every month two to three (2-3) working days prior the shipping day. I understand and agree that this is a precondition to receive my order in time. I agree to transfer the total invoice amount to the Nu Skin bank account number below:

Bank holder name: ТОВ "Ню Скін Ентерпрайзес Україна"

Bank account number: UA643808050000000026004310244

Bank name: ПАТ «Райффайзен Банк Аваль»

4 Price Increase

The Company may change the price of the products that I have selected. If the price of a specific product is increased, then the Company will provide me with written notice via email and/or publication on the Nu Skin website (www.nuskin.com) at least thirty (30) days prior to the price increase, and unless I direct them to do otherwise, will continue to send me the selected products at the increased price. No notice will be given for price changes resulting from a modification of the applicable VAT rate.

5 Change of address

Unless I change my address online (www.nuskin.com) at least five (5) business days prior to my designated process date, the products I have selected will be sent to me each month/bimonthly at the address I have provided initially.

6 Changes of Order

Unless I change my order online (www.nuskin.com) at least five (5) business days prior to my designated processing date, the products I have selected will be sent to me each month/bimonthly at the address I have provided.

7 Discontinued products

The specific products I selected may be discontinued by the Company. If discontinued, the Company will provide me with a written notice at least thirty (30) days prior to the discontinuance of the products and will continue to send me the remaining items selected on my ADR Agreement.

I may select other products to replace the discontinued products. If I do so, I will notify the Company online of the type and quantity of the selected products at least five (5) business days prior to the processing date. Purchase price and shipping fees will be automatically changed to reflect the change in my order.

8 Term, termination and amendments

- A. This ADR Agreement will be effective as from the day you place your first ADR order online. It will last for an indefinite period of time, unless terminated by either of the parties hereto in accordance with its terms and conditions.
- B. With fourteen (14) days' prior written notice, the Company may terminate the ADR Program.
- C. The Company may also immediately terminate my right to participate in the ADR Program and this ADR Agreement and notify me of the termination if (i) my payment is not successful because of insufficient funds or the credit card, debit card or bank authorization provided to the Company expires, is cancelled or otherwise terminated, (ii) I violate the terms and conditions of this ADR Agreement, or (iii) if I am a Brand Affiliate, if I have violated the terms and conditions of my Brand Affiliate Agreement.
- D. I may cancel my (bi-)monthly ADR order(s) and terminate the ADR Agreement online (www.nuskin.com) at any time. The Company will process the cancellation and termination of my order and ADR Agreement within fourteen (14) days.
- E. With thirty (30) days' prior written notice, the Company may, in its sole discretion, modify the terms and conditions of this ADR Agreement, including but not limited to, the expiration of the product points.

- F. If I wish to put my (bi-)monthly ADR order(s) on hold, I may do so for a maximum of three (3) times in a calendar year without having my ADR Agreement cancelled by contacting my local Nu Skin Customer Service (cfr. section 11 below) at least five (5) business days prior to my designated process date. If I put more than three (3) orders on hold within a calendar year, the Company reserves the right to immediately terminate my right to participate in the ADR Program and terminate the ADR Agreement.

9 No Modification of Brand Affiliate Agreement/Member Agreement

The Terms and Conditions contained in this ADR Agreement do not supersede or modify in any way the Terms and Conditions of my Brand Affiliate Agreement or Member Agreement, as the case may be.

10 Personal Data

I understand that my personal data will be processed as set out in the Nu Skin privacy notice.

11 Miscellaneous

Enquires should be addressed to your local Customer Service the contact details of which can be found at https://www.nuskin.com/content/nuskin/en_UA/info/contact.html