

**BRAND AFFILIATE AND INTERNATIONAL SPONSOR AGREEMENT**

**UKRAINE**

**BETWEEN**

This Brand Affiliate and International Sponsor Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, United States of America (“NSI”)

**AND**

**Please complete in CAPITAL LETTERS and black ink. All information is required unless otherwise indicated. This contract is only valid if all required information is provided.**

Applicant’s first and last name.....

Applicant’s Patronymic name.....

Date of birth (DD/MM/YY) .....

Name of the Business Entity (only if signing up as a company) .....

VAT no. (required for Business Entity - include copy of registration).....

Company registration Number.....

Permanent address.....

Town/City.....

County.....

Post code.....

Shipping address

(if different from above) .....

Town/City.....

County.....

Post code.....

Daytime phone no.....

Mobile phone no. (optional).....

Email (providing your personal email address will allow us to communicate important information and updates to you in a timely manner)  
.....

Sponsor’s name.....

Sponsor’s ID no.....

Hereinafter the “**Brand Affiliate**” or “**I**”

NSI and I agree and understand that this Brand Affiliate Agreement constitutes a distinct and separate agreement from the Resident Country Product Purchase Agreement with Nu Skin Local (as defined in the PPA).

**A. Definitions**

The meaning of capitalized terms not found in this section of the Brand Affiliate Agreement is set forth in the Policies and Procedure.

“Bonus” means the compensation paid to a Brand Affiliate based on the volume of Products sold by a Brand Affiliate, his Downline Organization, and breakaway Executives upon meeting all requirements as set forth in the Sales Performance Plan. Nu Skin Local has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Country.

“Contract” means the agreement between Nu Skin and I composed of this Brand Affiliate Agreement and the PPA (as each is defined below).

“Brand Affiliate” means an independent contractor authorized by Nu Skin under this Brand Affiliate Agreement to promote the Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Performance Plan.

“Brand Affiliate Agreement” means this Brand Affiliate and International Sponsor Agreement, including the Policies and Procedures, the Sales Performance Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference.

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

“Products” means the products and services of Nu Skin that are sold through Nu Skin Local in the individual Authorized Countries.

“Policies and Procedures” mean the policies governing how a Brand Affiliate is to conduct his business and defining the rights and relationships of the parties.

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

“Sales Performance Plan” means the specific plan that outlines the details and requirements of the compensation structure for Brand Affiliates.

**B. Right to Market Products and Sponsor in my Resident Country**

Subject to the terms and conditions of the Brand Affiliate Agreement, NSI hereby appoints me as Brand Affiliate. As Brand Affiliate, I have the right to (a) promote the Products in my Resident Country through person-to-person primarily in the home and (b) sponsor new Brand Affiliates in my Resident Country.

I agree that this Brand Affiliate Agreement will be accepted in Utah.

**C. Right to Sponsor and to Purchase Products in Non-Resident Countries**

NSI grants to me the right to sponsor new Brand Affiliates in Non-Resident Countries. This Brand Affiliate Agreement does not grant me the right to promote Products in Non-Resident Countries, unless I am an EEA Country Resident for which special conditions apply.

I acknowledge that every Non-Resident Country may have specific laws and requirements applicable to me as a sponsor of Brand Affiliates in that Non-Resident Country, and I agree to comply with all laws, statutes and regulations of that Non-Resident Country, including but not limited to, all immigration, visa, and registration requirements.

Subject to the PPA, I agree that I may purchase Products in a Non-Resident Country only from NSI’s affiliated company designated as the exclusive wholesale Brand Affiliate in that Non-Resident Country. I further agree that (i) I may only purchase Products in a Non-Resident Country for personal use or to demonstrate to potential new Brand Affiliates, (ii) I have not, and will not, either directly or indirectly, sell, resell or distribute any Products in a Non-Resident Country, unless I am an EEA Country Resident for which special conditions apply, and (iii) I will comply with all applicable laws regarding the purchase of Products in a Non-Resident Country.

**D. Independent Contractor**

I acknowledge and agree that as a Brand Affiliate, I am an independent contractor and not an employee of Nu Skin. As an independent contractor, I will:

- be self-employed, and determine in my sole discretion, when I work and the number of hours I work;
- be paid Bonuses based on purchases and sales and not the number of hours that I work;
- be subject to entrepreneurial risk and responsible for all losses that I incur as a Brand Affiliate;
- if required, obtain an employment identification number;
- pay my own license fees and any insurance premiums;
- be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
- not be treated as an employee for tax purposes; and
- pay any self-employment taxes as required by law.

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

#### **E. Bonuses**

(a) I will be paid Bonuses based on the purchases and sales of Products, not for sponsoring. I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales Performance Plan and not be in violation of the terms of the Contract.

(b) 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 will have sold or consumed at least 80% of any previous orders.

(c) I agree that part of the consideration for me to receive Bonuses and recognition is based on my agreement to spend considerable time to (i) train, encourage, supervise and assist my Downline Organization in its efforts to sell Products to customers, (ii) personally sell Products, and (iii) promote the business.

#### **F. Representations and Warranties**

I represent and warrant that I am authorized to enter into this Brand Affiliate Agreement, that I have met all legal requirements to enter a valid contract, and when executed and delivered by me and accepted by NSI as described herein, the Brand Affiliate Agreement constitutes a legal, valid 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 authorizes NSI, at its election, to declare their respective parts of the Brand Affiliate Agreement void from its inception; (b) the ID number or tax identification number that I provided is my correct tax payer identification number for my Resident Country; (c) if an individual, I am a citizen or a legal resident of my Resident Country and have the legal right to act as a Brand Affiliate in the Resident Country; and (d) if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of my Resident Country, and that each member of the business entity has proper legal authorization to conduct business in the Resident country.

I represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Business Entity Form) have been engaged in Business Activity in another company Brand Affiliate Account in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Performance Plan) immediately preceding my sign up under my Sponsor as identified in this agreement.

#### **G. Privacy Notice**

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

#### **H. Acceptance of Contract**

The effective date of the Brand Affiliate Agreement will be the date it is accepted by NSI, which will be the date that I execute the Brand Affiliate Agreement electronically via the company's Internet sign-up procedure and it is received and accepted by NSI.

#### **I. Indemnity and Limitation of Liability**

(a) **Indemnity**

I will indemnify and hold Nu Skin, and each of their shareholders, officers, 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.

**(b) Limitation of Liability**

THIS CLAUSE LIMITS NU SKIN'S LIABILITY TO YOU. PLEASE READ CAREFULLY.

I AGREE THAT THE MAXIMUM LIABILITY OF NU SKIN FOR ANY CLAIM WHATSOEVER ARISING FROM THIS AGREEMENT OR FROM MY RELATIONSHIP WITH NU SKIN, INCLUDING, BUT NOT LIMITED TO ANY CAUSE OF ACTION ARISING IN CONTRACT, TORT OR EQUITY WILL BE LIMITED TO THE COST OF PRODUCTS THAT I PURCHASED FROM NU SKIN LOCAL DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT YOU MADE NU SKIN AWARE OF THE DISPUTE OR US\$6,000, WHICHEVER IS GREATER.

**J. Mandatory and binding arbitration**

**1. THIS BRAND AFFILIATE AGREEMENT IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS BRAND AFFILIATE AGREEMENT.** The place of origin of this Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and jurisdiction will be in Salt Lake County, Utah, USA. I consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of

this section, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures or may be viewed online in the Office section of a company web site. The arbitration proceedings will be conducted in Salt Lake City, Utah, USA. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by consent of all parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

3. 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, (i) arising under or related to this 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 the Nu Skin, (iii) between Nu Skin and me, (iv) related to Nu Skin or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Products, (vi) regarding Nu Skin's resolution of any other matter that impacts my Brand Affiliate Account, or that arises out of or is related to Nu Skin's business, including my disagreement with Nu Skin's disciplinary actions or interpretation of the Brand Affiliate Agreement.

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

**Brand Affiliate**

I understand that I have to fill in and personally sign the hard copy of the agreement and along with the copy of the passport have to be sent to the Company. If I have registered through the web site, then the hard copy should be sent with 30 days after sign up.

I have read and accepted all terms and conditions relevant to this Agreement.

Print name: \_\_\_\_\_

Passport (ID) number: \_\_\_\_\_

Date and place of issue: \_\_\_\_\_

Applicant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESIDENT COUNTRY PRODUCT PURCHASE AGREEMENT**

**UKRAINE**

**BETWEEN**

This Resident Country Product Purchase Agreement is between Nu Skin Enterprises Ukraine LLC, having its registered address at Regus Horizon Park 4, M. Grinchenka Str., 03038 Kiev, Ukraine, VAT 100250080

Hereinafter "Nu Skin Local"

**AND**

**Please complete in CAPITAL LETTERS and black ink. All information is required unless otherwise indicated. This contract is only valid if all required information is provided.**

Applicant's first and last name.....

Applicant's Patronymic name.....

Date of birth (DD/MM/YY) .....

Name of the Business Entity (only if signing up as a company) .....

VAT no. (required for Business Entity - include copy of registration).....

Company registration Number.....

Permanent address.....

Town/City.....

County.....

Post code.....

Shipping address

(if different from above) .....

Town/City.....

County.....

Post code.....

Daytime phone no.....

Mobile phone no. (optional).....

Email (providing your personal email address will allow us to communicate important information and updates to you in a timely manner)

.....

Sponsor's name.....

Sponsor's ID no.....

Hereinafter the “**Brand Affiliate**” or “**I**”

Nu Skin Local, which is an affiliated company of NSI, is the exclusive wholesale Brand Affiliate of Products in my Resident Country.

Nu Skin Local and I agree and understand that this PPA constitutes a distinct and separate agreement from the Brand Affiliate and International Sponsor Agreement with NSI (as defined in the Brand Affiliate Agreement).

Nu Skin Local, which is an affiliated company of NSI, is the exclusive wholesale Brand Affiliate of Products in my Resident Country.

Nu Skin Local and I agree and understand that this PPA constitutes a distinct and separate agreement from the Brand Affiliate and International Sponsor Agreement with NSI (as defined in the Brand Affiliate Agreement).

“Brand Affiliate Agreement” means this Brand Affiliate and International Sponsor Agreement, including the Policies and Procedures, the Sales Performance Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference.

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

“Products” means the products and services of Nu Skin that are sold through Nu Skin Local in the individual Authorized Countries.

“PPA” means this Resident Country Product Purchase Agreement, including the Policies and Procedures, as they may be amended, and are incorporated herein by reference.

“Policies and Procedures” mean the policies governing how a Brand Affiliate is to conduct his business and defining the rights and relationships of the parties.

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

**A. Definitions**

The meaning of capitalized terms not found in this section of the Product Purchase Agreement is set forth in the Policies and Procedures and Sales Performance Plan.

“Bonus” means the compensation paid to a Brand Affiliate based on the volume of Products sold by a Brand Affiliate, his Downline Organization, and breakaway Executives upon meeting all requirements as set forth in the Sales Performance Plan. Nu Skin Local has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Country.

“Contract” means the agreement between Nu Skin and I composed of this PPA and the Brand Affiliate Agreement (as each is defined below).

“Brand Affiliate” means an independent contractor authorized by Nu Skin under the Brand Affiliate Agreement to promote the Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Performance Plan.

“Sales Performance Plan” means the specific plan that outlines the details and requirements of the compensation structure for Brand Affiliates.

#### **B. Services Provided in Resident Country**

Under this PPA, Nu Skin Local will offer to me, as an independent contractor, Products for wholesale purchase in my Resident Country. I agree that I may only sell these Products in my Resident Country, subject to, and with the exceptions provided in the Policies and Procedures.

Additionally, Nu Skin Local will provide me with the following services in my Resident Country: (i) accept orders for and distribute Products to customers and Brand Affiliates in the Resident Country, (ii) handle all returns of Products purchased in the Resident Country and make appropriate refunds, (iii) provide support services to Brand Affiliates, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Brand Affiliates in the Resident Country as determined and directed by NSI, and as further described in Section F below.

I understand that NSI has appointed and granted the authority to Nu Skin Local to pay my Bonuses, which if necessary, includes the authority to generate and accept self-billing Bonus invoices from me, recharge Bonuses to NSI, pay Bonuses plus any required value added tax in my Resident Country in the name of Nu Skin Local, and act on behalf of NSI and its affiliated companies with respect to me as a Brand Affiliate.

#### **C. Marketing of Products; Pricing**

I agree that: (a) there are no minimum purchases or inventory requirements; (b) I have the right to purchase Products at wholesale from Nu Skin Local; (c) I will promote the sale of Products in my Resident Country in accordance with the terms and conditions of the Contract; and (d) I will not make any claims about the Products and Sales Performance Plan unless they are contained in official company literature or on company labels of Products in my Resident Country. I have the right to purchase Products at the price stated by Nu Skin Local and agree that Nu Skin Local may change Product prices with thirty (30) days prior notice.

#### **D. Refunds**

Subject to any restrictions in the aforementioned refund policy or special terms disclosed at the time of purchase, all unopened, resalable Products that are returned within twelve months of

your order date are eligible for a 90% refund, less applicable Bonuses. Nu Skin Local agrees to refund 90% of the wholesale purchase price (including VAT/tax if prepaid, less freight and commissions and other benefits relating to that purchase) for any product (except Personalized Sales Aids) you return within twelve months of the purchase date. Products (except Personalized Sales Aids) returned to the Company within 30 days of purchase will be 100% refunded (including VAT/tax if prepaid, less freight and commissions and other benefits relating to that purchase). For all refunds you need to obtain a Return Merchandise Authorization (RMA) number. To obtain your RMA number the invoice needs to be presented. You will return the product at your cost to Nu Skin Local in a resalable as new condition, so the product needs to be reasonably sound, unopened, unaltered, resalable and restock able products. Please see the Policies and Procedures for more details concerning your right to obtain a refund.

#### **E. Automatic Delivery Rewards Program (“ADR Program”)**

(a) If I have specified the type and quantity of Products that I desire to receive each month automatically, then these Products will be charged on a recurring monthly basis to the form of payment I have provided, and they will be shipped monthly to my listed shipping address unless I notify Nu Skin Local in writing at the address set forth above of any desired changes.

(b) Nu Skin Local may change the price of or discontinue the specific Products that I have chosen to receive on the Automatic Delivery Rewards section of this agreement or a separate ADR Program enrollment form. In such situations, Nu Skin Local will notify me of the change and (i) in the case of a discontinued Nu Skin Product, will continue to send me the remaining items, and may substitute another product of equal or greater value, and (ii) in the case of a price change or updated product, will send me the same items I have selected under the ADR Program, but at the new price, unless I direct Nu Skin Local to revise my monthly order.

(c) To pay for each monthly Automatic Delivery order, I authorize Nu Skin Local or an affiliated company to establish an automatic credit card debit arrangement as specified on the Automatic Delivery Rewards section of this agreement or the ADR Program enrollment form. Nu Skin Local or an affiliated company will make no other charge to my designated payment account except those that I have authorized (sales tax charges may fluctuate in accordance with changes in applicable sales tax rates).

(d) I agree that: (i) there are no returns allowed on Products purchased with ADR Program points; (ii) no Sales Volume or

Commissionable Sales Value is earned on Products purchased with ADR Program points; (iii) applicable sales tax or value added tax will apply to the redemption of ADR Program points; and (iv) the value of the redemption will be treated as income to me.

(e) I agree that if any Products from a qualifying purchase are returned, the balance of the qualifying amount for the month in which Products are returned must be repurchased in order to remain qualified and receive ADR Program points.

(f) I agree that Nu Skin Local may terminate (i) the ADR Program at any time and for any reason; and (ii) my right to participate in the ADR Program under this agreement expires if (A) the credit card or bank authorization provided in this agreement expires, is cancelled or otherwise terminated, (B) I violate the terms and conditions of the Contract, or (C) NSI terminates my Brand Affiliate Account. I may cancel my monthly ADR Program order upon written notice to Nu Skin Local. Such cancellation shall be effective within fourteen (14) days at the latest.

#### **F. Bonuses**

(a) I authorize Nu Skin Local, as determined and directed by NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization replaces any previous authorization and will remain in full force and effect until (i) Nu Skin Local has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Local has a reasonable opportunity to make such a change pursuant to my notice.

(b) I agree that I must notify Nu Skin Local immediately (i) prior to changing or closing my direct deposit account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Nu Skin Local of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must fill out a new Direct Deposit Authorization Form and send it to Nu Skin Local before I close my existing account.

(c) Neither NSI nor Nu Skin Local will be liable to me for Nu Skin Local's failure to access my account or provide direct deposits to my account in a timely manner unless such failure or loss is a direct result of Nu Skin Local's gross negligence or intentional misconduct. Nu Skin's liability will not exceed the amount of the funds that would have otherwise been deposited.

#### **G. Representations and Warranties**

I represent and warrant that I am authorized to enter this PPA, that I have met all legal requirements to enter a valid contract, and when executed and delivered by me and accepted by Nu Skin Local as described herein, the PPA constitutes a legal, valid and binding obligation.

I also represent and warrant that: (a) the information that I provided in the PPA is accurate and complete and if I have provided any false or misleading information authorizes NSI or Nu Skin Local, at its election, to declare their respective parts of the Contract void from its inception; (b) the ID number or tax identification number that I provided is my correct tax payer identification number for my Resident Country; (c) if an individual, I am a citizen or a legal resident of my Resident Country and have the legal right to act as a Brand Affiliate in the Resident Country; and (d) if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of my Resident Country, and that each member of the business entity has proper legal authorization to conduct business in the Resident country.

I represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Business Entity Form) have been engaged in Business Activity in another company Brand Affiliate Account in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Performance Plan) immediately preceding my sign up under my Sponsor as identified in this agreement.

#### **H. Privacy Notice**

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

#### **I. Acceptance of Contract**

I agree that Nu Skin Local's acceptance of the PPA will occur when it accepts my first order of Products.

#### **J. Indemnity and Limitation of Liability**

##### **(a) Indemnity**

I will indemnify and hold Nu Skin, and each of their shareholders, officers, 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 PPA and other agreements between the parties, or any other claims or causes of action.

**(b) Limitation of Liability**

THIS CLAUSE LIMITS NU SKIN'S LIABILITY TO YOU. PLEASE READ CAREFULLY.

I AGREE THAT THE MAXIMUM LIABILITY OF NU SKIN FOR ANY CLAIM WHATSOEVER ARISING FROM THIS AGREEMENT OR FROM MY RELATIONSHIP WITH NU SKIN, INCLUDING, BUT NOT LIMITED TO ANY CAUSE OF ACTION ARISING IN CONTRACT, TORT OR EQUITY WILL BE LIMITED TO THE COST OF PRODUCTS THAT I PURCHASED FROM NU SKIN LOCAL DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT YOU MADE NU SKIN AWARE OF THE DISPUTE OR US\$6,000, WHICHEVER IS GREATER.

**K. Mandatory and binding arbitration**

**1. THIS PPA IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS PPA.** The place of origin of this Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and jurisdiction will be in Salt Lake County, Utah, USA. I consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this PPA, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures or may be viewed online in the Office section of a company web site. The

arbitration proceedings will be conducted in Salt Lake City, Utah, USA. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by consent of all parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

3. 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, (i) arising under or related to this PPA, (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 the Nu Skin, (iii) between Nu Skin and me, (iv) related to Nu Skin or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Products, (vi) regarding Nu Skin's resolution of any other matter that impacts my Brand Affiliate Account, or that arises out of or is related to the Nu Skin's business, including my disagreement with Nu Skin's disciplinary actions or interpretation of the PPA.

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

**Brand Affiliate**

**I understand that I have to fill in and personally sign the hard copy of the agreement and along with the copy of the passport have to be sent to the Company. If I have registered through the web site, then the hard copy should be sent with 30 days after sign up.**

**By signing below, I certify my understanding of an agreement with the Brand Affiliate and International Sponsor Agreement and Resident Country Product Purchase Agreement Ukraine.**

Print name: \_\_\_\_\_

Passport (ID) number: \_\_\_\_\_

Date and place of issue: \_\_\_\_\_

Applicant's signature: \_\_\_\_\_

Date: \_\_\_\_\_