

## **MEMBER AGREEMENT**

This Member Agreement ("Agreement") is between Nu Skin Enterprises United States, Inc., a Delaware corporation, 75 West Center Street, Provo, UT 84601 ("Nu Skin") and you, the Member ("I" or "me" or "you" or "your"). I understand that the Member program is an optional program that allows me, as a non-distributor, to purchase Nu Skin products directly from Nu Skin at a discounted price for personal use ("Member Program").

In consideration of participating in the Member Program, and other promises and agreements set forth herein, the parties agree as follows:

**1. Legal Age.** I am legally able to enter into this Agreement and agree to be bound by its terms and conditions.

**2. Purchase is for Personal Use Only; No Sponsoring; No Bonuses.** I acknowledge and agree that I am a customer and I am granted the right to purchase Nu Skin products directly from Nu Skin at a discounted price pursuant to the terms of the Member Program. My product purchases are for personal use only. I cannot (i) resell Nu Skin products in any manner, including the sale of Nu Skin products through any online marketplaces or social media platforms and apps, (ii) sign-up others as Nu Skin independent Brand Affiliates, Members or retail customers, and (iii) earn Bonuses.

**3. Six-Month Requirement.** I understand that a Nu Skin Brand Affiliate's earnings are based on product sales. If an independent Nu Skin Brand Affiliate signs me up as a Member, then that Brand Affiliate is referred to as my "referring Brand Affiliate." I may change to a different referring Brand Affiliate at any time if I have not placed an order within the previous six months. If I have placed an order within the previous six months, then I must terminate this Agreement and wait six months from the date of the last order before I can sign up as either (i) a Member, or (ii) a Nu Skin Brand Affiliate under a different referring Brand Affiliate.

**4. Authorization to Charge Credit Card.** I am the owner or authorized user of the credit card account that I have submitted to Nu Skin for payment of my purchases. I authorize Nu Skin or its affiliated company to charge my credit card for the products that I order. All products orders must be paid in full before the products are shipped.

**5. Refunds.** The Company will refund to me:

- a. One hundred percent (100%) of the purchase price of those products I purchased directly from Nu Skin under the Member Program **if** (i) the returned product is unopened and resalable, (ii) it is returned within thirty (30) days from the order date, and (iii) the name on the credit card matches the name of the Member account. I am responsible for the cost of returning the product.
- b. Ninety percent (90%) of the purchase price of those products I purchased directly from Nu Skin under the Member Program **if** (i) the returned product is unopened and resalable, and (ii) it is returned within twelve (12) months from the order date. I am responsible for the cost of returning the product.
- c. Any other refunds or guarantees offered on a specific product pursuant to the published terms and conditions of the product sale. This refund section does not apply to any seasonal, discontinued, or similar special promotional products purchased by you.

**6. Term; Termination; and Modification.** I understand that this Agreement will remain in effect unless cancelled in writing by Nu Skin or me upon written notice. Nu Skin will cancel the Agreement within 30 days of giving or receiving my written notice. Upon 30 days prior written notice, Nu Skin **may, in its sole discretion, modify the terms and conditions of the Member Program and this Agreement, including termination of the Member Program.** I understand that this Agreement will be automatically terminated if I have not made any purchases for a period of 12 months.

**7. Personal Information.**

- a. Collection of Personal Information. Nu Skin, its parent, affiliates and subsidiaries (collectively "Nu Skin Group") are aware of and

responsive to your concerns regarding how information about you is collected, used and shared as a result of your participation in the Member Program. Nu Skin Group respects your privacy and is committed to protecting the privacy of consumers of Nu Skin's products and services. Nu Skin Group collects from you and holds certain personal information about you in order to provide you with the benefits of being a Member and communicating with you regarding (i) promotional offers and products, and (ii) other relevant issues. All information submitted by you will be held by Nu Skin Group at its corporate headquarters in the United States. You have right to access and correct your personal information held by Nu Skin by contacting the call center at 1-800-487-1000.

b. Disclosure of Personal Information.

1. Nu Skin Group may employ outside service providers to perform services for it, and may share your personal information with such service providers to the extent necessary for them to perform such services. For example, when you make a purchase with your credit card, Nu Skin Group's credit card processing providers will be given access to your credit card number and other personal information for the sole purpose of processing your purchase. Nu Skin Group limits the disclosure of any such information solely to the specific purposes for which it was disclosed, and further requires that they maintain the confidentiality, security and integrity of such information and not make any further disclosure to others. Additionally, Nu Skin Group may provide certain information to your referring Brand Affiliate when it determines it is appropriate.

2. Except as set forth above and in Nu Skin's Privacy Policy, Nu Skin Group will not disclose, sell, transfer, or assign your personal information to any third party without your permission unless required by law. If you do not wish to provide the mandatory information requested, you will not be able to participate in the Member Program. You may view the Privacy Policy on Nu Skin's web sites at: [www.nuskin.com/](http://www.nuskin.com/)

## 8. MANDATORY AND BINDING ARBITRATION AGREEMENT

If an issue arises regarding my participation in the Member Program, the parties agree to make a good faith effort to resolve it. In the event we are unable to do so, Nu Skin and I agree to resolve the Dispute (defined below) through arbitration. This Mandatory and Binding Arbitration Agreement is between Nu Skin and me.

a. **THIS 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 AGREEMENT.** The place of origin of this Agreement is the State of Utah, 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 will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any courts within the State of Utah and waive any objection to improper venue.

b. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Agreement, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures, which may be viewed at [https://www.nuskin.com/en\\_US/signup/distributor.html](https://www.nuskin.com/en_US/signup/distributor.html)

The arbitration proceedings will be conducted in Salt Lake City, Utah. 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 mutual consent of both 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.

c. 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 Agreement, (ii) between other Brand Affiliates and me arising out of or related to a Member account, (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 Nu Skin products, or (vi) regarding Nu Skin's resolution of any other matter that impacts my account, or that arises out of or is

related to Nu Skin's business, including my disagreement with Nu Skin's interpretation of the Agreement.

d. I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I SIGN UP AS A MEMBER, PARTICIPATE IN THE MEMBER PROGRAM, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN.

Insert:

If an issue arises regarding my participation in the Member Program, the parties agree to make a good faith effort to resolve it. In the event we are unable to do so, I agree to resolve the Dispute through binding arbitration as more fully described in the Member Agreement.