

INDIA DIRECT SELLER AGREEMENT

Nov. 1, 2025

This Direct Seller Agreement (hereafter, this “Agreement”) is entered into between Nu Skin India Private Limited (the “Company”) and you. This Agreement incorporates by reference the Nu Skin India Policies and Procedures, the Nu Skin India Sales Performance Plan, the Business Entity Form (if applicable), and all guidelines and supplemental policies referenced in any of the foregoing or displayed on the Company’s website at nuskin.com/India, as each may be amended from time to time (collectively, the “Contract”). The Contract governs how Direct Sellers may conduct their Nu Skin business and defines the rights and relationships of the Direct Sellers and the Company.

Pursuant to this Agreement, the Company is contracting with you to allow you to act as a Direct Seller in India. Capitalized terms used but not defined in this Agreement are defined in the Policies and Procedures.

Please note, this Agreement contains limitations on the liability of the Company, its affiliated companies, and certain third parties (See Section D(6)(e)), as well as an agreement to arbitrate (See Section C) that requires you to submit any Disputes you have with the Company, its affiliated companies, and certain third parties to binding and final arbitration. Please review this Agreement carefully before agreeing to it.

A. APPLICATION

The information provided to the Company during the application process to become a Direct Seller (including, in connection with an Individual Direct Seller Account, the required Direct Seller owner and Spouse (if applicable) information, and in connection with a Business Entity Direct Seller Account, the required Business Entity, Primary Participant, and other Participant information) (collectively, the “Application”) is incorporated herein by reference upon its acceptance by the Company.

B. TERMS AND CONDITIONS FOR PARTICIPATING AS A DIRECT SELLER

1. RIGHT TO MARKET NU SKIN PRODUCTS, REFER AND REGISTER CUSTOMERS, AND SPONSOR NEW DIRECT SELLERS

Subject to the terms and conditions of the Contract, the Company grants you the right to be a “Direct Seller” in India, authorized to: (a) buy Nu Skin Products from the Company for personal consumption and for resale in India; (b) market and sell Nu Skin Products in India through person-to-person sales and earn retail profit on such sales; (c) refer and register Customers in India with the Company to allow them to purchase Nu Skin Products directly from the Company; (d) cause their Direct Seller Account to sponsor other Direct Sellers in India, and (e) have a Beneficial Interest in Your Direct Seller Account. Customers you refer are registered to Your Direct Seller Account, and Direct Sellers you register are sponsored by Your Direct Seller Account.

2. PURCHASE OF PRODUCTS

The Company will offer to you, as an independent contractor, Nu Skin Products for purchase in India on the terms set forth in the Contract. You have the right to purchase Nu Skin Products at the prices stated by the Company and agree that the Company may

change Nu Skin Product prices without prior notice. You further agree that the Company shall have sole discretion regarding the products the Company will offer and sell in India under the Nu Skin Brands. You agree the Company may change the products the Company offers and sells in India under the Nu Skin Brands without prior notice.

3. INDEPENDENT CONTRACTOR

You acknowledge and agree that as a Direct Seller, you are an independent contractor of the Company. As an independent contractor, you will:

- a. Be self-employed and have and maintain control of the manner and means of your performance as a Direct Seller, including determining, in your sole discretion, when you work and the number of hours you work;
- b. Be the owner of or a Participant in a Direct Seller Account that will earn compensation based on the sale of Nu Skin Products not on the number of hours you work;
- c. Be subject to entrepreneurial risk and be responsible for all losses that you incur as a Direct Seller;
- d. Be responsible for obtaining a Permanent Account Number (PAN);
- e. Be responsible for paying your own license fees and any insurance premiums;
- f. Be responsible for all costs of business, including, but not limited to, travel, entertainment, meals, lodging, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
- g. Not be treated as an employee for central or state tax purposes, unemployment purposes, or any other purposes (and you agree that you will not claim that you are an employee of the Company or any of the other NSE Companies or make claims for unemployment or any other employee rights or benefits); and
- h. Be responsible for paying any self-employment taxes required by central, state, and local laws, statutes, and regulations.

You further acknowledge and agree that you are not an employee, agent, or legal representative of the Company or any of the other NSE Companies and, except as permitted by the Contract, you are not authorized to act on behalf of the Company or any of the other NSE Companies. Nothing in the Contract is intended to create, nor will be deemed to constitute, a partnership, agency, employer-employee, franchisor-franchisee, or a joint venture relationship between the Company or any of the other NSE Companies and you.

4. DIRECT SELLING OBLIGATIONS

You understand and agree that you are responsible for complying with all applicable direct selling laws, regulations, and guidelines, including but not limited to the Consumer Protection (Direct Selling) Rules, 2021, as amended (the "Direct Selling Rules"), the Prize Chits and Money Circulation Schemes (Banning) Act, 1978, and all applicable regulations and guidelines that are currently in effect or that may be adopted by Indian regulatory authorities from time to time.

(a) Among these requirements, you specifically agree that you will:

- (i) At the start of any sales presentation, truthfully and clearly identify yourself, disclose that you are a Direct Seller of the Company, and disclose the address of your place of business, the nature of goods or services sold, and the purpose of such solicitation to the customer;
- (ii) Make an offer to sell to the customer by providing accurate and complete information, a demonstration of goods and services, prices, credit terms, terms of payment, return, exchange, and refund policies, terms of guarantee and after-sale service;

(iii) Provide an order form to the customer at or prior to the time of the initial sale. You understand that the order form must identify the Company as the direct selling entity and you as the Direct Seller, and shall contain your name, address, contact number, registration number, and identity proof issued to you by the Company, a complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the customer, the time and place for inspection of the sample and delivery of goods, the customer's rights to cancel the order or to return any Nu Skin Products in saleable and marketable condition for a full refund of amounts paid in accordance with the Company's return policy, and complete details regarding the complaint redressal mechanism of the Company;

(iv) Obtain goods and service tax registration, Permanent Account Number registration, and all applicable trade registrations and licenses whenever applicable;

(v) Comply with the requirements of applicable laws, rules, and regulations for sale of a product;

(vi) Ensure that the actual Nu Skin Product delivered to the customer matches with the description of the Nu Skin Product ordered; and

(vii) Take appropriate steps to ensure the protection of all sensitive or other personal information provided by the customer in accordance with applicable laws and ensure adequate safeguards to prevent access to or misuse of such data by unauthorized Persons.

(b) You further agree that you will NOT:

(i) Visit a customer's premises without your identity card issued by the Company, without a prior appointment, or without the customer's consent;

(ii) Provide any literature to a customer that has not been approved by the Company;

(iii) Use any misleading, deceptive, or unfair trade practices during the sale or otherwise;

(iv) Require a customer to purchase any literature or sales demonstration equipment;

(v) Make any claim that is not consistent with claims authorized by the Company;

(vi) Conduct fraudulent sales activities, make false or misleading representations, or engage in any other form of fraud, coercion, harassment, or unconscionable or unlawful activities;

(vii) Indulge in mis-selling of Nu Skin Products to customers, as defined in the Direct Selling Rules;

(viii) Refuse to take back spurious goods or deficient services and refund the consideration paid for the goods and services provided;

(ix) Charge any entry fee or subscription fee to any individual;

(x) Induce customers to make a purchase based upon the representation that they can reduce or recover the price by referring customers to you for similar purchases; and

(xi) Promote or participate in a pyramid scheme and/or money circulation scheme or enrol any Person to such schemes.

5. MARKETING OF PRODUCTS AND SERVICES

(a) You understand that there are no minimum purchases or inventory requirements. You are not required to purchase any Nu Skin Products or materials to be a Direct Seller. You will promote the retail sale of Nu Skin Products in accordance with the terms and conditions of the Contract.

(b) You agree not to make any claims about Nu Skin Products unless such claims are contained on Company product labels or in official Company literature. You will not make any claims about the Sales Performance Plan unless such claims are contained in

official literature of the Company.

(c) You will not purchase more Nu Skin Products than you can use or sell within a reasonable period, and you will not purchase any Nu Skin Products solely for the purpose of qualifying for Bonuses. You agree and represent to Nu Skin that, prior to placing a subsequent product order, you have sold or consumed at least 80% of the Nu Skin Products from any previous orders and have sold and documented sales to at least 5 Customers in the previous month.

(d) You agree that part of the consideration for the payment of Bonuses to Your Direct Seller Account and for the recognition of you and/or Your Direct Seller Account is based on your agreement to spend considerable time to (i) support, train, encourage, supervise, and assist Your Team in its efforts to sell Nu Skin Products to Customers, (ii) personally sell Nu Skin Products, and (iii) generally promote the Nu Skin brand.

(e) You are only authorized to sell Nu Skin Products as per the terms of the Contract. You understand and agree you are not authorized to sell Nu Skin Products through any of the following mechanisms unless pre-approved by the Company in writing:

- (i) Internet/online selling (e.g. e-commerce websites, any other websites, chat rooms, bulletin boards, or other similar services);
- (ii) Retail outlets, including but not limited to shops, supermarkets, stalls, kiosks, and exhibitions; and
- (iii) Any other form of sales channel which is not in accordance with the Contract or applicable law.

6. REFUNDS

Subject to the terms of the Company's refund policy, which may be amended from time to time, all unopened, resalable Nu Skin Products are eligible for a 100% refund if returned within 30 days of the order date, an 80% refund if returned within 31-60 days of the order date (20% restocking fee), or a 75% refund if returned within 61-90 days of the order date (a 25% restocking fee), in each case less applicable Bonuses or rebates paid on such product purchases. Please view the most current refund policy online at nuskin.com/India.

7. BONUS CHECK DIRECT DEPOSIT

(a) You agree that the Company will make payment of all Bonuses earned under the Sales Performance Plan by Your Direct Seller Account, and any special cash incentives earned by Your Direct Seller Account, by direct deposit to the bank account designated by the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account. You understand that the Company's obligation to pay Bonuses and any special cash incentives to a Direct Seller Account is contingent on the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account providing the Company timely and accurate banking or other required payment information, as well as any required tax ID numbers. Payment of any Bonuses is further subject to the terms and conditions of the Policies and Procedures. Payment of any special cash incentives is subject to any applicable terms and conditions pursuant to which such special cash incentives are earned.

(b) You expressly authorize the Company to deposit the payment of any Bonuses and special cash incentives to Your Direct Seller Account to the bank account designated by the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account. This authorization will remain in full force and effect until (i) the Company has received written notice from the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account of changes to direct deposit information in accordance with the process established by the Company, and (ii) the Company has reasonable opportunity to implement such changes. You understand that this authorization replaces any previous authorization and will remain in effect until the Company receives updated direct deposit information from the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account.

(c) You agree that the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct Seller Account must notify the Company immediately (i) prior to changing or closing the account designated for direct deposits, or (ii) if the financial institution changes the routing number or account number of the account designated for direct deposits. You understand that failure of the owner of an Individual Direct Seller Account or the Primary Participant of a Business Entity Direct

Seller Account to notify the Company of account number changes may delay receipt of Bonuses or special cash incentives payable to Your Direct Seller Account.

8. ANTI-CORRUPTION AND SANCTIONS

(a) You acknowledge that you have read and understand the Company's Global Anti-Bribery and Anti-Corruption Policy (the "Anti-Corruption Policy"), as provided below, and you agree to comply with the Anti-Corruption Policy and all applicable local and international anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (as amended) (the "FCPA"):

"The Company prohibits bribery and other corrupt conduct in any form. Bribery, kickbacks, and other improper inducements provided to or received from Government Officials (as such term is defined in the FCPA) and others in the commercial marketplace such as customers, competitors, suppliers, and non-employee sales representatives are prohibited. It is a violation of this Global Anti-Bribery and Anti-Corruption Policy to promise, offer, give, or authorize, directly or indirectly, anything of value to improperly influence any act or decision to obtain or retain business or to secure any improper advantage for the Company or any of the other NSE Companies."

You agree that you will not, directly or indirectly (that is, through any agent or representative), give or promise to give anything of value, including any gift, to any Government Official with the purpose of influencing the acts or decisions of any Government Official with regard to your status or business as a Direct Seller under this Contract or the Company's business or Nu Skin Products.

(b) You represent, warrant, and covenant that:

(i) You are not a citizen of or normally resident in any country, territory, or region subject to an active U.S. Sanctions Program (<https://ofac.treasury.gov/sanctions-programs-and-country-information>) (each, a "Sanctioned Territory");

(ii) You do not conduct business in any Sanctioned Territory, and no company with which you are affiliated is organized under the laws of or conducts business in any Sanctioned Territory;

(iii) You are not included on the **Specially Designated Nationals And Blocked Persons List** (<https://sanctionslist.ofac.treas.gov/Home/SdnList>); and

(iv) If any change occurs as to your representation and warranty in this Section 8(b)(i) – (iii), you will notify the Company immediately and cooperate to the fullest extent with the Company in addressing or resolving any issues arising from such change in status.

9. COOLING OFF PERIOD

You are provided with a 30-day cooling-off period from the date you enter into this Agreement. "The Withdrawal Period/Cooling Off Period" means the period of time during which you can resign/terminate this Agreement and seek a full refund for any purchases made during this period under the terms of Nu Skin's refund policy. See Section D(4)(b) for more information on how to exercise your right to withdraw.

10. TERM AND TERMINATION

(a) The Contract will remain in effect unless terminated by either of the Parties as set forth in the Contract.

(b) The Contract may be terminated by you at any time by providing written notice to the Company.

(c) The Contract may be terminated by the Company at the Company's discretion if you cease conducting direct selling activities for a period of six consecutive months or as otherwise set forth in the Contract.

(d) Without limiting the foregoing, you acknowledge that the Company can immediately terminate the Contract if the Company has reasonable grounds to believe that you have:

- (i) Provided any incorrect information regarding your eligibility to be a Direct Seller for the Company, at the time of joining or thereafter;
- (ii) Made any misrepresentation, in any manner, about the Company's business or the Nu Skin Products;
- (iii) Failed to pay any payment obligations to the Company in a timely manner;
- (iv) Been involved in any act or omission that discredits the Company's or the other NSE Companies' businesses, brand names, or products, regardless of where such act occurred and whether or not you were acting as a Direct Seller of the Company at the time;
- (v) Breached any of the terms and conditions of the Contract, or any applicable laws, including without limitation the Direct Selling Rules; or
- (vi) Violated the Company's Anti-Corruption Policy or any applicable local or international anti-corruption laws, including without limitation the FCPA, or you have breached any of your representations, warranties, and/or covenants in Section 8(b) of this Agreement relating to any active U.S. Sanctions Program.

Upon termination of your status as a Direct Seller and/or Your Direct Seller Account, you will lose all benefits as a Direct Seller, including any access to Your Direct Seller Account, Group, or Team, any sales generated by your Group, Team, or Direct Seller Account (as applicable), and any Bonuses (see the Nu Skin India Sales Performance Plan).

C. AGREEMENT TO MANDATORY AND BINDING ARBITRATION

(a) YOU AGREE THAT ANY "DISPUTE" (AS THE TERM "DISPUTE" IS DEFINED IN THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION AND CHAPTER 7 OF THE "POLICIES AND PROCEDURES") IS SUBJECT TO MANDATORY AND BINDING ARBITRATION, THAT DELHI, INDIA, WILL BE THE EXCLUSIVE VENUE FOR AND THE SEAT OF THE ARBITRATION, AND THAT THE RULES AND PROCEDURES FOR THE ARBITRATION PROCEEDING WILL BE THOSE RULES AND PROCEDURES SET FORTH IN CHAPTER 7 OF THE "POLICIES AND PROCEDURES," WHICH CAN BE VIEWED ONLINE AT WWW.NUSKIN.COM/INDIA. YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN CHAPTER 7 OF THE "POLICIES AND PROCEDURES," YOU ARE WAIVING ALL RIGHTS TO A TRIAL TO RESOLVE A "DISPUTE" AND AGREE THAT THE ARBITRATION AWARD IS FINAL AND THAT A JUDGMENT MAY BE ENTERED ON THE ARBITRATION AWARD BY A COURT OF PROPER JURISDICTION. YOU AGREE THAT ANY "DISPUTE" WILL BE RESOLVED AND SETTLED IN ARBITRATION IN ACCORDANCE WITH AND PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION AND CHAPTER 7 OF THE "POLICIES AND PROCEDURES" INCORPORATED BY REFERENCE HEREIN.

(b) A "DISPUTE" MEANS ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, LAW, PRODUCT LIABILITY, EQUITY, OR ANY OTHER CAUSE OF ACTION OR BASIS OR THEORY OF LIABILITY, (A) ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE "CONTRACT" OR ANY "OTHER DIRECT SELLER ACCOUNT CONTRACT," OR ANY ALLEGED BREACH THEREOF, (B) BETWEEN OTHER PAST OR PRESENT "DIRECT SELLERS" AND YOU OR YOUR SUCCESSORS OR ASSIGNS ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO YOUR PAST OR PRESENT "DIRECT SELLER ACCOUNT" OR ANY OTHER "DIRECT SELLER ACCOUNT" (INCLUDING A "DIRECT SELLER ACCOUNT" FOR WHICH YOU ARE OR WERE A "PARTICIPANT" OR HAVE OR HAD A "BENEFICIAL INTEREST"), OR YOUR BUSINESS RELATIONSHIPS AS INDEPENDENT CONTRACTORS OF ONE OR MORE OF THE "NSE COMPANIES" (EACH SUCH OTHER PAST OR PRESENT "DIRECT SELLER" AND EACH OF THE "NSE COMPANIES" NOT A PARTY TO THIS "AGREEMENT" SHALL BE A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION), (C) BETWEEN ANY OF THE "NSE COMPANIES" AND YOU OR YOUR SUCCESSORS OR ASSIGNS, (D) THAT IS IN ANY WAY CONNECTED WITH OR RELATED TO ANY OF THE "NSE COMPANIES" OR ANY OF THEIR PAST OR PRESENT AFFILIATED ENTITIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVESTORS, OR VENDORS (EACH OF THE PAST OR PRESENT AFFILIATED ENTITIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVESTORS, AND VENDORS OF EACH OF THE "NSE COMPANIES" NOT A PARTY TO THIS "AGREEMENT" SHALL BE A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT TO

MANDATORY AND BINDING ARBITRATION), (E) ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO “NU SKIN PRODUCTS” OR OTHER PRODUCTS OR SERVICES OF THE “NSE COMPANIES,” (F) REGARDING ANY INVESTIGATIONS, DECISIONS, ACTIONS, OR INACTIONS OF ANY OF THE “NSE COMPANIES” THAT IMPACTED OR IMPACTS YOUR PAST OR PRESENT “DIRECT SELLER ACCOUNT” OR A “DIRECT SELLER ACCOUNT” FOR WHICH YOU ARE OR WERE A “PARTICIPANT” OR HAVE OR HAD A “BENEFICIAL INTEREST,” OR (G) THAT ARISES OUT OF OR IS RELATED TO THE BUSINESS OF ANY OF THE “NSE COMPANIES,” INCLUDING, WITHOUT LIMITATION, ANY DISAGREEMENT WITH THE DISCIPLINARY ACTIONS OF ANY OF THE “NSE COMPANIES” OR INTERPRETATIONS OF THE “CONTRACT” OR ANY “OTHER DIRECT SELLER ACCOUNT CONTRACT” BY ANY OF THE “NSE COMPANIES.” NOTHING IN THIS DEFINITION OF “DISPUTE” IS INTENDED TO, NOR SHALL IT BE INTERPRETED TO, PERMIT ADJUDICATION IN ARBITRATION OF ANY DISPUTE AS A CLASS ACTION OR REPRESENTATIVE ACTION. “NSE COMPANIES” MEANS COLLECTIVELY NU SKIN ENTERPRISES, INC. AND EACH OF ITS DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES, INCLUDING BUT NOT LIMITED TO NU SKIN INDIA PRIVATE LIMITED AND RHYZ INDIA PRIVATE LIMITED.

(c) YOU AGREE THAT NO “DISPUTE” WILL BE ADJUDICATED IN ARBITRATION AS A CLASS OR REPRESENTATIVE ACTION. YOU AGREE THAT YOU WILL NOT ASSERT IN ARBITRATION A CLASS OR REPRESENTATIVE ACTION TO RESOLVE A “DISPUTE” AND THAT YOU WILL SUBMIT IN THE ARBITRATION OF A “DISPUTE” ONLY YOUR INDIVIDUAL CLAIMS AND YOU WILL NOT SEEK TO REPRESENT THE INTERESTS OF, OR TO ASSERT CLAIMS AS THE REPRESENTATIVE OF, ANY OTHER “PERSON.”

(d) YOU AGREE TO ACCEPT AND BE BOUND BY THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT THE “COMPANY” IS RELYING ON YOUR AGREEMENT TO THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION IN AUTHORIZING YOU TO CONDUCT “BUSINESS ACTIVITIES” AS A “DIRECT SELLER,” AND THAT ABSENT SUCH AGREEMENT YOU WOULD NOT BE ALLOWED BY THE “COMPANY” TO BECOME A “DIRECT SELLER.” EACH OF YOUR “BUSINESS ACTIVITIES” AS A “DIRECT SELLER,” INCLUDING, WITHOUT LIMITATION, YOUR RECEIPT OF A “BONUS” OR THE RECEIPT OF A “BONUS” BY THE “DIRECT SELLER ACCOUNT” FOR WHICH YOU ARE A “PARTICIPANT,” IS AN AFFIRMATION AND RATIFICATION BY YOU OF YOUR AGREEMENT TO THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION.

(e) IN THE EVENT OF ANY DIRECT CONFLICT IN THE TERMS OR CONDITIONS OF THE AGREEMENT TO MANDATORY AND BINDING ARBITRATION IN THIS “AGREEMENT” AND ANY OTHER ARBITRATION AGREEMENT APPLICABLE TO THE SAME CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS BETWEEN THE “COMPANY” OR ANOTHER OF THE “NSE COMPANIES” AND YOU, INCLUDING, WITHOUT LIMITATION, ANY TERMS OF USE AGREEMENT REGARDING THE USE OF ANY SOFTWARE PROVIDED BY THE “COMPANY” OR ANOTHER OF THE “NSE COMPANIES” OR ACCESS TO ANY WEBSITE OR PLATFORM HOSTED OR PROVIDED BY THE “COMPANY” OR ANOTHER OF THE “NSE COMPANIES” OR THE TERMS AND CONDITIONS OF THE ARBITRATION AGREEMENT IN CHAPTER 7 OF THE “POLICIES AND PROCEDURES,” THE TERMS AND CONDITIONS OF THE ARBITRATION AGREEMENT IN CHAPTER 7 OF THE “POLICIES AND PROCEDURES” SHALL SUPERSEDE AND REPLACE THE DIRECTLY CONFLICTING TERMS AND CONDITIONS OF SUCH OTHER ARBITRATION AGREEMENTS APPLICABLE TO THE SAME CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS BETWEEN THE “COMPANY” OR ANOTHER OF THE “NSE COMPANIES” AND YOU, BUT ONLY FOR SUCH CLAIMS, DISPUTES, CONTROVERSIES, CAUSES OF ACTION, OR COMPLAINTS.

(f) THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THE CONTRACT OR ANY OTHER AGREEMENT BETWEEN YOU AND THE COMPANY.

D. MISCELLANEOUS PROVISIONS—COMPANY RESERVATION OF RIGHTS, REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY; WAIVERS OF CONSEQUENTIAL, INDIRECT, AND PUNITIVE DAMAGES; AND LIMITATION OF LIABILITY

1. COMPANY RESERVATIONS OF RIGHTS

(a) Sales to Unaffiliated Customers. The Company reserves the right of Company and the other NSE Companies to make sales to Customers who (i) purchase Nu Skin Products and/or other products or services directly from the Company or any of the other NSE Companies on Company Sites, other than through a Nu Skin Program (as such term is defined below), and (ii) have not been registered as the Customer of a Direct Seller Account or, if registered as the Customer of a Direct Seller Account, complete such purchases (A) through a new Customer account as a registered Customer of Nu Skin or another of the NSE Companies, (B) through guest checkout, or (C) otherwise without logging in to their Customer account registered to a Direct Seller Account (each, an "Unaffiliated Customer"). In connection with the first sale by the Company or any of the other NSE Companies to an Unaffiliated Customer, the Company or such other of the NSE Companies making the sale will give the Unaffiliated Customer the option of consenting to be contacted by a Direct Seller (the "Leads Pool Opt-In"). If the Unaffiliated Customer consents to be contacted by a Direct Seller, the Company or such other of the NSE Companies making the sale will provide the Unaffiliated Customer's contact information to a Direct Seller Account selected by one of the NSE Companies in its discretion from the appropriate leads pool Direct Seller Account. The Company and the other NSE Companies are not obligated to pay retail profit, Bonuses, or compensation of any kind under the Contract or otherwise to any Direct Seller Account on the first sale to an Unaffiliated Customer or, if the Unaffiliated Customer does not consent to be contacted by a Direct Seller, on any future sales to that Unaffiliated Customer.

(b) Sales Through Online Marketplaces and Other Nu Skin Programs. In addition to the rights reserved in Section D(1)(a) of this Agreement, the Company reserves the right of the Company and the other NSE Companies to sell Nu Skin Products and other products and services, either directly or through third parties, to any Persons in any and all markets through various Nu Skin initiatives (the "Nu Skin Programs") without being obligated to pay retail profit, Bonuses, or any compensation of any kind under the Contract or otherwise to any Direct Seller Account on such sales. The general right set forth in this Section D(1)(b) shall include, but not be limited to, the right of the Company and the other NSE Companies (i) to sell, either directly or through third parties, Nu Skin Products through online marketplaces such as Amazon, (ii) to make sales of Nu Skin Products to Persons referred to Company Sites to purchase such products by Influencers (as such term is defined below), and (iii) to make sales of Nu Skin Products on Company Sites to Persons attracted or directed to Company Sites by any Company Advertising. If a purchase generated by a Nu Skin Program is concluded through a Company Site, Nu Skin may, in its sole discretion, provide such Customer with a Leads-Pool Opt-In, provided, however, that the same process and restrictions with respect to such leads pool as set forth in Section D(1)(a) above shall apply.

The Company may, in its sole discretion, implement temporary promotional programs from time to time to share a portion of the retail profit, if any, generated on sales of Nu Skin Products by the Company and/or the other NSE Companies to Unaffiliated Customers and/or to Persons purchasing such products under one or more of the Nu Skin Programs. The duration of, rules and requirements for participating in, and any other terms and conditions applicable to any such temporary promotional program may vary and shall be set forth in the official rules for each such temporary promotional program.

Nothing in the Contract shall prohibit you or another Direct Seller from entering into a separate agreement with any of the NSE Companies or with any third-party vendor (including affiliate marketing platform vendors) of the NSE Companies, to the extent permitted by such NSE Company or third-party vendor in its sole discretion, to become an "Influencer" under a Nu Skin Program to promote the sale of Nu Skin Products and/or products or services offered or sold by one or more of the NSE Companies under brands, trade names, and trademarks other than the Nu Skin Brands by referring potential customers to purchase products on Company Sites through trackable shopping links. However, you will not, nor will any other Direct Seller, receive retail profit, Bonuses, or any compensation of any kind under the Contract on any such sales of Nu Skin Products or such other products or services of the NSE Companies made through such trackable shopping links by any of the NSE Companies to customers referred to Company Sites by you or any other Direct Seller as an Influencer. You will only receive compensation, if any, as provided in the separate agreement with that NSE Company or third-party vendor governing your activities as an Influencer. Further, the Contract does not govern your conduct or activities in the promotion of Nu Skin Products and/or other products or services of the NSE Companies as an Influencer, nor any obligations owed to you as an Influencer by any of the NSE Companies or their third-party vendors. Your conduct and activities as an Influencer in the promotion of Nu Skin Products and/or other products or services of the NSE Companies and any obligations owed to you as an Influencer by any of the NSE Companies or their third-party vendors, is governed by the separate agreement between you and that NSE Company and/or its third-party vendor engaging you as an Influencer.

Notwithstanding the foregoing, you shall comply with, and be subject to, the provisions of Chapter 3 of the Policies and Procedures regarding the marketing of Nu Skin Products, as well as any guidelines governing the marketing and online promotion and selling of Nu Skin Products applicable to you as a Direct Seller, whenever you promote Nu Skin Products, even if such promotion is done by you in your capacity as an Influencer under a Nu Skin Program unless and to the extent your agreement to be an Influencer expressly states otherwise.

(c) Sales by the NSE Companies of Products Under Different Brands and Trademarks. You understand and agree that the Contract provides you the right to purchase, market, and sell Nu Skin Products and that you have no right under the Contract to (i) purchase, market, or sell any products or services (other than Nu Skin Products) offered or sold by any of the NSE Companies, or (ii) purchase, market, or sell products or services offered or sold by any of the NSE Companies under brands, trade names, or trademarks other than the Nu Skin Brands. You understand and agree that the NSE Companies reserve the right to sell through one or more of the NSE Companies products and services offered or sold under brands, trade names, and trademarks other than the Nu Skin Brands, including products and services that may be similar to and may compete with Nu Skin Products in the health, beauty, and wellness marketplace. You understand and agree that the NSE Companies reserve the right to offer and sell such products and services through distribution channels other than the Network and to sell such products and services using distribution methods other than multi-level marketing. Nothing in the Contract shall prohibit you or another Direct Seller from entering into a separate agreement with any of the NSE Companies, to the extent permitted by such NSE Company in its sole discretion, to offer or sell products or services of such NSE Company under any brands, trade names, or trademarks other than the Nu Skin Brands. However, you will not receive retail profit, Bonuses, or any compensation of any kind under the Contract on any sales by any of the NSE Companies of products or services sold under brands, trade names, or trademarks other than the Nu Skin Brands. You will only receive compensation, if any, as provided in the separate agreement with that NSE Company.

2. REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Company that (a) you are authorized to enter this Agreement and the Contract and that you have met all legal requirements to enter into a valid contract in India; (b) when this Agreement is executed and delivered by you and accepted by the Company as described herein, this Agreement and the Contract constitute legal, valid, and binding obligations; (c) the information provided by you in the Application is accurate and complete and if you have provided any false or misleading information you authorize the Company, at its election, to declare this Agreement and the Contract void from their inception; (d) the Permanent Account Number provided in the Application is your correct taxpayer identification number for Indian income tax purposes; (e) if an individual, you are a citizen of India or a legal resident of India and are authorized to work in India, or if a Business Entity, you are formed in India, are legally formed under the laws of the state in which you were organized, and that each of your owners, partners, managers, or members has proper legal authorization to conduct business in India; and (f) if an individual, neither you nor your Spouse (nor, if a Business Entity, any Person who has a Beneficial Interest in or conducts any business for the Business Entity who is or should be listed as a Participant in the Business Entity Direct Seller Account) have been engaged in Business Activity in another Direct Seller Account in the six months (one year in the case of those having held a Brand Representative or an executive equivalent or higher Title under the Sales Performance Plan applicable to that Direct Seller Account) immediately preceding your signup under the Sponsor identified in the Application.

3. AUTHORIZATION TO TRANSFER PERSONAL INFORMATION

In order for the Company to provide support for Your Direct Seller Account, and to provide support for the commercial activities and interests of one or more of the NSE Companies both related and unrelated to Your Direct Seller Account, you authorize the Company to transfer and disclose personal and/or confidential information, which (a) you have provided to the Company in connection with Your Direct Seller Account or Your Team, or (b) that has been developed as a result of your activity as a Direct Seller, to (i) the NSE Companies wherever located, (ii) service providers of the NSE Companies, (iii) your independent upline and downline Direct Sellers when the Company determines it is appropriate, and (iv) applicable government agencies or regulatory bodies if required by law. You further authorize (A) the Company to use your personal information (including your image) for Direct Seller recognition, marketing materials, and Nu Skin Business Support Materials and Services unless you request in writing that the Company stop doing so (note, it may take up to 30 days to process your request and will not affect publications already in circulation), (B) the Company to use your

personal information to the extent relevant to any claims or defences in any dispute (whether or not a “Dispute” as defined in the Contract), and (C) the NSE Companies to use your personal information described above to provide support for the commercial activities and interests of one or more of the NSE Companies both related and unrelated to Your Direct Seller Account. You further understand and agree that any other use or disclosure of your personal information will be governed by the Nu Skin Global Privacy Notice, including the Addendum for India, as it may be amended from time to time. The Nu Skin Global Privacy Notice, including the Addendum for India, may be viewed [here](#).

4. ACCEPTANCE OF THE CONTRACT

(a) This Agreement shall be deemed accepted by the Company upon completion of the following: (i) you have completed the Application and agreed to the terms of the Contract, either in writing or electronically, and (ii) a Direct Seller Account is created for you in the Nu Skin Systems based on the Application or you are identified in the Nu Skin Systems as a Participant in a Direct Seller Account based on the Application.

(b) A right to withdraw from this Agreement and the Contract within 30 working days from the date of joining (“Withdrawal Period/Cooling Off Period”), without penalty and without giving any reasons, exists. Notice of intention to withdraw must be given to the Company in writing via e-mail at customersupport@nuskin.in. In the event you exercise the right to withdraw from this Agreement and the Contract during the Withdrawal Period/Cooling Off Period, you undertake to destroy all records and copies of the Company’s Sales Performance Plan previously provided to you, and you understand and agree that the Contract will be deemed to be invalidated, such that your appointment as a Direct Seller will be deemed never to have occurred. Failure to exercise the right to withdraw from the Contract within the Withdrawal Period/Cooling Off Period will result in the Contract being deemed accepted, along with all terms and conditions contained in this Agreement and the Contract.

(c) You understand that you may not engage in any activities as a Direct Seller unless and until the Contract is accepted by Nu Skin as set forth above.

5. CHANGES TO THE CONTRACT

The Company expressly reserves the right to make any modifications to this Agreement and the Contract upon 30 days’ notice by publication on the Company Sites, through normal channels of communication with Direct Sellers, or as provided in Chapter 10, Section 10 of the Policies and Procedures. You understand and agree that 30 days after such notice, any such modifications shall become effective and shall be automatically incorporated into the Contract between you and the Company as an effective and binding provision. By continuing to act as a Direct Seller, engaging in any Business Activity, or accepting any Bonuses or special incentives after such modifications have become effective, you acknowledge acceptance of the new Contract terms. The Company agrees that in making any claims or in taking any actions against you or any Direct Seller Account that was or is owned by you or in which you are or were a Participant for breach of the terms or conditions of the Contract, any of your conduct and any conduct for which you or any Direct Seller Account that was or is owned by you or in which you are or were a Participant is responsible that occurred prior to the effective date of a modification to the Contract will be judged by the terms and conditions of the Contract in effect at the time of the conduct. The Company and you agree that any dispute (whether or not a Dispute as defined in the Contract) between you and the Company or any of the other NSE Companies (whether commenced by you by filing a demand for arbitration as provided in Chapter 7 of the Policies and Procedures or a complaint, petition, or other pleading seeking relief in a civil legal action, or commenced by the Company by delivering notice of an alleged breach of the Contract or any Other Direct Seller Account Contract and action to be taken by the Company as provided in Chapter 6 of the Policies and Procedures, or by filing a demand for arbitration as provided in Chapter 7 of the Policies and Procedures, or by filing a complaint, petition, or other pleading seeking relief in a civil legal action) will be governed by and will be subject to the dispute resolution process (including the agreement to arbitrate Disputes, agreements not to file class or representative actions, and agreements as to choice of law, jurisdiction, and venue) and the remedies allowed for breaches of contractual or non-contractual duties (including waivers of damages, limitations of liability, and obligations to indemnify, defend or hold harmless) of the Contract in effect on the date of the commencement of the dispute as described herein above. Notwithstanding the foregoing sentence and as a limited exception to it, to the fullest extent permitted by law, modifications to the Contract pursuant to written notice as permitted in this Section D(5) that by their terms expand the damages that may be recovered from the Company or the other NSE Companies by a Direct Seller in the resolution of disputes (whether or not a Dispute as defined in the Contract) between

the Direct Seller and the Company or the other NSE Companies shall be effective as to disputes that were commenced before the modifications became effective, were pending further proceedings, and had not been concluded at the time the modification became effective. Except as provided in the foregoing sentence, modifications of the Contract pursuant to written notice as permitted in this Section D(5) shall not be effective as to any disputes (whether or not a Dispute as defined in the Contract) between you and the Company or the other NSE Companies that were first commenced before the effective date of the modification.

6. INDEMNITY; WAIVERS OF CONSEQUENTIAL AND PUNITIVE DAMAGES; AND LIMITATION OF LIABILITY

(a) Indemnity

You agree to the fullest extent permitted by law to indemnify and hold harmless each of the NSE Companies (including without limitation Nu Skin India Private Limited) and each of their respective past and present affiliated companies, owners, officers, directors, employees, and agents (collectively, the "Nu Skin Beneficiaries") from and against any claim, demand, liability, loss, action, causes of action, cost, or expense (including, but not limited to, reasonable attorney's fees and litigation costs) of any kind, resulting or arising from, directly or indirectly, any acts or omissions by you, any Participant in a Direct Seller Account owned by you at the time of the act or omission, or any Participant in a Direct Seller Account in which you were a Participant at the time of the act or omission related in any way to conducting the Nu Skin Business, including without limitation breach of representations or warranties, breach of the Contract or other agreements between you and the NSE Companies, or any one of them, breach of any Other Direct Seller Account Contract, or actions or omissions that have caused or are alleged to have caused economic loss or injuries to persons or property, including bodily injuries and/or death.

This agreement to indemnify and hold harmless is intended to indemnify and hold harmless each of the Nu Skin Beneficiaries (i) from costs and expenses incurred by such Nu Skin Beneficiary in the absence of any claims being made against such Nu Skin Beneficiary or any of the other Nu Skin Beneficiaries, (ii) from claims made by you or any Persons claiming by, through, or under you against such Nu Skin Beneficiary, and (iii) from claims made by third parties against such Nu Skin Beneficiary, and with regard to such third-party claims you further agree to defend such Nu Skin Beneficiary against such claims at your expense. This agreement to indemnify and hold harmless is not intended to indemnify or hold harmless any Nu Skin Beneficiary to the extent the damages or loss are found in a final award, judgment, or order in an adjudication on the merits to have been caused by such Nu Skin Beneficiary's own negligence or fault.

You further understand and agree that each Nu Skin Beneficiary reserves the right, at your expense, to assume the exclusive defence and control of any claims made by third parties for which you are required to indemnify such Nu Skin Beneficiary, and you agree to cooperate in such defence. You agree that you will not in any event settle any claim made against a Nu Skin Beneficiary for which you are required to indemnify such Nu Skin Beneficiary without the written consent of such Nu Skin Beneficiary.

Each of the Nu Skin Beneficiaries that is not a party to the Contract is a third-party beneficiary of this agreement to indemnify, defend, and hold harmless.

(b) Waiver of Consequential and Indirect Damages—Breach of Contract

The Company and you agree to waive any claim against the other, and against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any consequential or indirect damages caused by or relating to any breach of the Contract or any other agreement between the Company and you, including, without limitation, loss of personal or business reputation, loss of business opportunity, or loss of future revenue or income. This waiver does not waive your damages for loss of future revenue or income from the Company when such loss is determined to be a direct damage of the breach of contract. This waiver also does not waive the Company's damages for loss of future revenue or income from you when such loss is determined to be a direct damage of the breach of contract. Subject to the Limitation of Liability of Section D(6)(e) of this Agreement, it is the intention of the Company and you that only direct damages may be recovered against a breaching party for a breach of the Contract or any other agreement between the Company and you. The past and present affiliated companies,

owners, officers, directors, employees, and agents of the Company and you are third-party beneficiaries of this waiver of consequential and indirect damages.

(c) Waiver of Consequential and Indirect Damages—Breach of Non-Contractual Duties

With the exception of consequential or indirect damages found in a final award, judgment, or order in an adjudication on the merits to have been caused by gross negligence or intentional misconduct, the Company and you agree to waive any claim against the other, and against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any consequential or indirect damages caused by or relating to any breach of any non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Direct Seller Account owned by you or any past or present Direct Seller Account for which you are or were a Participant) as a Direct Seller of the Company. It is the intention of the Company and you that, subject to the Limitation of Liability of Section D(6)(e) of this Agreement, (i) in addition to direct damages, consequential and indirect damages may be recovered against a breaching party for a breach of a non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Direct Seller Account owned by you or any past or present Direct Seller Account for which you are or were a Participant) as a Direct Seller of the Company if the consequential and indirect damages are found to have been caused by gross negligence or intentional misconduct, and (ii) absent a finding that consequential or indirect damages were caused by gross negligence or intentional misconduct, recovery of consequential and indirect damages is waived and only direct damages may be recovered against a breaching party for the breach of a non-contractual duty arising out of or from your past or present status (or the past or present status of any Participant in any past or present Direct Seller Account owned by you or any past or present Direct Seller Account for which you are or were a Participant) as a Direct Seller of the Company. The past and present affiliated companies, owners, officers, directors, employees, and agents of the Company and you are third-party beneficiaries of this waiver of consequential and indirect damages.

(d) Waiver of Punitive Damages

The Company and you agree to waive any claim (whether based in contract, tort, products liability, statute, equity, or any other basis or theory of liability, and whether made in connection with a claim for economic loss, property damage, bodily injury, or death) against the other, or against any of the past or present affiliated companies, owners, officers, directors, employees, or agents of the other, for recovery of any punitive damages. The punitive damages waived shall not include a measure of damages (for example, treble damages) imposed by an applicable state or central statute for a violation of the statute, even if the specified measure of damages exceeds actual damages, and such damages shall be considered direct damages subject to the Limitation of Liability of Section D(6)(e) of this Agreement. The past and present affiliated companies, owners, officers, directors, employees, and agents of the Company and you are third-party beneficiaries of this waiver of punitive damages.

(e) LIMITATION OF LIABILITY OF THE NU SKIN BENEFICIARIES

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE AGGREGATE LIABILITY OF THE “NU SKIN BENEFICIARIES” TO YOU AND TO ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER YOU, FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE “CONTRACT,” ANY “OTHER DIRECT SELLER ACCOUNT CONTRACT,” OR YOUR PAST OR PRESENT STATUS (OR THE PAST OR PRESENT STATUS OF ANY “PARTICIPANT” IN ANY PAST OR PRESENT “DIRECT SELLER ACCOUNT” OWNED BY YOU OR ANY PAST OR PRESENT “DIRECT SELLER ACCOUNT” FOR WHICH YOU ARE OR WERE A “PARTICIPANT”) AS A “DIRECT SELLER” OF THE “COMPANY” (THE “LIMITATION OF LIABILITY CLAIMS”), WILL BE LIMITED TO (THE “LIABILITY LIMIT”) THE GREATER OF:

- (i) THE TOTAL AMOUNT OF ALL “BONUS AND SPECIAL CASH INCENTIVE INCOME” (AS DEFINED BELOW) RECEIVED BY YOU FOR THE “BUSINESS ACTIVITY” OF A PAST OR PRESENT “DIRECT SELLER ACCOUNT” OWNED BY YOU, A PAST OR PRESENT “DIRECT SELLER ACCOUNT” FOR WHICH YOU ARE OR WERE A “PARTICIPANT,” OR A PAST OR PRESENT “DIRECT SELLER ACCOUNT” IN WHICH YOU HAVE OR HAD A “COMPANY” APPROVED “BENEFICIAL INTEREST,” AND RECEIVED BY YOU DURING THE SIX FULL CALENDAR MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST WRITTEN ASSERTION OF A CLAIM OR CAUSE OF ACTION BY YOU OR ANY “PERSON” OR ENTITY CLAIMING BY, THROUGH, OR UNDER YOU AGAINST ONE OR MORE

OF THE "NU SKIN BENEFICIARIES" THAT FORMS ANY PORTION OF THE BASIS FOR THE LIABILITY OF ANY ONE OR MORE OF THE "NU SKIN BENEFICIARIES" FOR ANY "LIMITATION OF LIABILITY CLAIMS," OR

(ii) THE COST OF "NU SKIN PRODUCTS" THAT YOU OR ANY PAST OR PRESENT "DIRECT SELLER ACCOUNT" OWNED BY YOU OR IN WHICH YOU ARE OR WERE A "PARTICIPANT" HAVE PURCHASED FROM THE "COMPANY."

THIS "LIABILITY LIMIT" SHALL APPLY REGARDLESS OF THE NATURE OF SUCH "LIMITATION OF LIABILITY CLAIMS," INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR CAUSES OF ACTION ARISING IN CONTRACT, TORT, PRODUCTS LIABILITY, STATUTE, EQUITY, OR ANY OTHER BASIS OR THEORY OF LIABILITY. YOU FURTHER AGREE THAT RECOVERY OF THE "LIABILITY LIMIT" WILL BE THE EXCLUSIVE REMEDY COLLECTIVELY OF YOU AND ANY "PERSON" OR ENTITY CLAIMING BY, THROUGH, OR UNDER YOU AGAINST THE "NU SKIN BENEFICIARIES," OR ANY ONE OR MORE OF THEM, FOR ANY AND ALL "LIMITATION OF LIABILITY CLAIMS" IF LIABILITY IS ESTABLISHED AND THE AWARDED RECOVERABLE DAMAGES EXCEED THE "LIABILITY LIMIT."

EACH OF THE "NU SKIN BENEFICIARIES" NOT A "PARTY" TO THIS "CONTRACT" IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT TO LIMITATION OF LIABILITY.

FOR PURPOSES OF THIS SECTION D(6)(e) AND THE "CONTRACT," "BONUS AND SPECIAL CASH INCENTIVE INCOME" MEANS THE PORTION OF THE "BONUSES" AND ANY SPECIAL CASH INCENTIVES PAID BY THE "COMPANY" TO A PAST OR PRESENT "DIRECT SELLER ACCOUNT" OWNED BY YOU, A PAST OR PRESENT "DIRECT SELLER ACCOUNT" IN WHICH YOU ARE OR WERE A "PARTICIPANT," OR A PAST OR PRESENT "DIRECT SELLER ACCOUNT" IN WHICH YOU HAVE OR HAD A "NU SKIN" APPROVED "BENEFICIAL INTEREST" THAT WAS RECEIVED BY YOU FOR YOUR "BUSINESS ACTIVITIES" AS A "DIRECT SELLER" FOR THE BENEFIT OF THAT "DIRECT SELLER ACCOUNT" AND THAT HAS BEEN OR WILL BE TREATED BY YOU AS INCOME (BEFORE THE DEDUCTION OF ANY EXPENSES) FOR TAX PURPOSES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "CONTRACT," THIS AGREEMENT TO LIMITATION OF LIABILITY (A) SHALL NOT LIMIT THE LIABILITY OF THE "NU SKIN BENEFICIARIES" FOR ANY LIABILITY FOUND IN A FINAL AWARD, JUDGMENT, OR ORDER IN AN ADJUDICATION ON THE MERITS TO HAVE BEEN CAUSED BY THEIR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (B) SHALL NOT LIMIT THE LIABILITY OF THE "COMPANY" TO INDEMNIFY AND DEFEND YOU PURSUANT TO THE TERMS OF SECTIONS 7.1 AND 7.2 ("PRODUCT LIABILITY CLAIMS AND INDEMNIFICATION") OF CHAPTER 2 OF THE "POLICIES AND PROCEDURES."

7. CHOICE OF LAW

The place of origin and acceptance of this Agreement and the Contract is the National Capital Territory of Delhi, India. This Agreement and the Contract shall be governed by, construed in accordance with, and interpreted pursuant to the substantive laws of the National Capital Territory of Delhi, India, without giving effect to its rules regarding choice of laws, provided, however, the Agreement to Mandatory and Binding Arbitration in Section C of this Agreement shall be governed by the rules of the Delhi International Arbitration Centre, Delhi High Court.

8. CHOICE OF VENUE

The agreed exclusive venue for the arbitration of any Dispute is in Delhi, India, as provided in Paragraph C(1) of the Agreement to Mandatory and Binding Arbitration. It is further agreed that for any Dispute that is not submitted to arbitration for any reason whatsoever (including, without limitation, the unenforceability of the Agreement to Mandatory and Binding Arbitration or the waiver of the Agreement to Mandatory and Binding Arbitration) and that for any claims, disputes, controversies, causes of action, or complaints between you or any Person claiming by, through, or under you and any of the NSE Companies that is not a Dispute and that arises out of or is in any way connected with or related to the Contract or your past or present status (or the past or present status of any Participant in any past or present Direct Seller Agreement owned by you or any past or present Direct Seller Account for which you are or were a Participant) as an independent contractor and Direct Seller of the Company, including but not limited to, any claims or causes of action arising in contract, tort, products liability, statute, equity, or any other basis or theory of liability, the exclusive venue will be in a court of proper jurisdiction in Delhi, India. You consent to personal jurisdiction of courts within Delhi, India, to adjudicate such matters, and you waive any objection to improper venue.

9. WAIVER OF CLASS AND REPRESENTATIVE ACTIONS

You waive any right to assert as a class or representative action any claims, disputes, controversies, causes of action, or complaints between you or any Person claiming by, through, or under you, and any of the NSE Companies, whether or not a Dispute, that is adjudicated in any central or state court and that arises out of or is in any way connected with or related to the Contract or your past or present status (or the past or present status of any Participant in any past or present Direct Seller Account owned by you or any past or present Direct Seller Account for which you are or were a Participant) as an independent contractor and Direct Seller of the Company, including but not limited to, any claims or causes of action arising in contract, tort, products liability, statute, equity, or any other basis or theory of liability. You agree that you will not assert in central or state courts a class or representative action to resolve such claims, disputes, controversies, causes of action or complaints, agree that you will submit to the central or state courts only your individual claims, and you agree that you will not seek to represent the interests of, or to assert claims as the representative of, any other Person.

10. ENGLISH AS PREVAILING LANGUAGE

The English language version of this Agreement and the Contract shall be controlling in all respects and shall prevail in case of any inconsistencies between the English version of this Agreement and any other portion of the Contract and any translated version of this Agreement or any other portion of the Contract. Any translation of this Agreement or any other portion of the Contract in any other language is provided as a courtesy only.

11. SEVERABILITY

Any provision of this Agreement or the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability, and only within that jurisdiction and any jurisdiction required to give full faith and credit to that prohibition, invalidation, or unenforceability. Any prohibited, judicially invalidated, or unenforceable provision of this Agreement or the Contract will not invalidate or render unenforceable any other provision of this Agreement or the Contract, nor will that provision of this Agreement or the Contract be invalidated or rendered unenforceable in any other jurisdiction not required to give full faith and credit to that prohibition, invalidation, or unenforceability.

12. THIRD-PARTY BENEFICIARY RIGHTS

Except as expressly stated in this Agreement, no Person who is not a party to this Agreement is intended to be a beneficiary of this Agreement, and no Person who is not a party or an expressed beneficiary of this Agreement shall have any right to enforce any provision of this Agreement.

13. SIGNING AND APPROVING THE AGREEMENT AND THE CONTRACT

You understand that the entire Contract is available for review at nuskin.com/india. You acknowledge and agree that you have previously reviewed the entire Contract (including the Policies and Procedures and other portions of the Contract incorporated by reference) and agree to be bound by the terms of this Agreement and the Contract. If you terminate the Contract in accordance with this Agreement or the Policies and Procedures within the next thirty (30) days, you will receive a refund for products and materials returned in accordance with this Agreement.

You understand that the purchase of any Nu Skin Products is optional and is not required to become a Direct Seller. You certify that you are 18 years old (21 years old in the State of Maharashtra) and legally able to enter into this Agreement and the Contract (which includes the Agreement to Binding and Mandatory Arbitration), and you agree to be bound by the terms and conditions of this Agreement and the Contract. If you are a Person entering into this Agreement and the Contract on behalf of a Business Entity, you certify that you are duly authorized to enter into this Agreement and the Contract on behalf of such Business Entity.

Whether you sign or accept this Agreement and the Contract electronically or in writing, you authorize Nu Skin to rely on that electronic acceptance or signature or that written signature as binding you to the terms of this Agreement and the Contract.

If you are entering into this Direct Seller Agreement online, you understand that by checking the box next to the acceptance language for the Direct Seller Agreement and the Policies and Procedures during the application and sign-up process, you are

certifying that you have read, understand, and agree to this Agreement and the Contract.

If you are submitting a hard-copy Application and Direct Seller Agreement, please sign below:

Applicant Signature: _____

Date: _____

Spouse Signature: _____

Date: _____

Business Entity Signature: _____

By its: _____

Date: _____