

MEMBER AGREEMENT

India

This Member Agreement ("Agreement") is between Nu Skin India Private Limited ("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:

A. LEGAL AGE

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

B. 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 Direct Sellers, Members or retail customers, and (iii) earn Bonuses.

C. SIX-MONTH REQUIREMENT

I understand that a Nu Skin Direct Seller's earnings are based on product sales. If an independent Nu Skin Direct Seller signs me up as a Member, then that Direct Seller is referred to as my "referring Direct Seller." In consideration of my referring Direct Seller giving up a portion of its retail profit to allow me to purchase Nu Skin products at a discounted price, I agree that I may change to a different referring Direct Seller only 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 Direct Seller under a different referring Direct Seller. During this six-month wait period, I understand I can purchase Nu Skin products at the full retail price.

D. 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 to charge my credit card for the products that I order. All products orders must be paid in full before the products are shipped.

E. REFUNDS

The Company will refund to me:

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. If the product meets the above conditions but is returned within 31-60 days from the order date, the refund will be eighty percent (80%) of the purchase price; if the product meets the above conditions but is

returned within 61-90 days from the order date, the refund will be seventy-five percent (75%) of the purchase price. In each case, I am responsible for the cost of returning the products. 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.

F. TERM; TERMINATION; AND MODIFICATION

I understand that this Agreement will remain in effect unless cancelled in writing by Nu Skin or me. 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.

G. PERSONAL INFORMATION

1. 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 at its headquarters in India and by Nu Skin Group at its corporate headquarters in the United States. You have right to access, correct or erase any of your personal details that are not accurate, complete, or necessary. Nu Skin and Nu Skin Group will keep your information only for as long as it's needed for the reasons it is collected or as required by law, after which it will be securely deleted. Additionally, you can take back your permission for us to process your data at any time, and we will stop using it, unless we are legally required to continue. You can do this by contacting Nu Skin at our call centre at +91 120 712 7177.

2. DISCLOSURE OF PERSONAL INFORMATION

(a) 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 Direct Seller when it determines it is appropriate.

(b) 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 [here](#).

H. 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. DELHI 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 Delhi, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Delhi, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes will be in Delhi, India. I consent to the personal jurisdiction of any courts within the State of Delhi 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 legal.nuskin.com/india.

(c) The arbitration proceedings will be conducted in Delhi, India. 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.

(d) "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 Direct Sellers 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.

(e) 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. THIS AGREEMENT TO MANDATORY AND BINDING ARBITRATION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THE CONTRACT OR ANY OTHER AGREEMENT BETWEEN NU SKIN AND ME.

I. WAIVER OF DAMAGES/CLASS AND REPRESENTATIVE ACTIONS

1. WAIVER OF CONSEQUENTIAL AND INDIRECT DAMAGES-BREACH OF CONTRACT

Nu Skin, on the one hand, and you, on the other hand, 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 Agreement or any other agreement between Nu Skin and you, including, without limitation, loss of personal or business reputation, loss of business opportunity, or loss of future revenue or income. Subject to the Limitation of Liability of Section 10 of this Agreement, it is the intention of Nu Skin, on the one hand, and you, on the other hand, that only direct damages may be recovered against a breaching party for a breach of the Agreement or any other agreement between Nu Skin and you. The past and present affiliated companies, owners, officers, directors, employees, and agents of Nu Skin and you are third-party beneficiaries of this waiver of consequential and indirect damages.

2. 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, Nu Skin, on the one hand, and you, on the other hand, 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 as a Member of Nu Skin. It is the intention of Nu Skin, on the one hand, and you, on the other hand, that, subject to the Limitation of Liability of Section 10 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 as a Member of Nu Skin 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) as a Member of Nu Skin. The past and present affiliated companies, owners, officers, directors, employees, and agents of Nu Skin, and you are third-party beneficiaries of this waiver of consequential and indirect damages.

3. WAIVER OF PUNITIVE DAMAGES

Nu Skin, on the one hand, and you, on the other hand, 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 federal 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 10 of this Agreement. The past and present affiliated companies, owners, officers, directors, employees, and agents of Nu Skin, and you are third-party beneficiaries of this waiver of punitive damage.

4. 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 through, or under you, and Nu Skin and/or any of the affiliates of Nu Skin, whether or not a Dispute, that is adjudicated in any federal or state court and that arises out of or is in any manner connected with or related to the Agreement or your past or present status as a Member, 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 federal 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 federal or state courts only 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.

J. 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 "AGREEMENT," ANY "OTHER MEMBER AGREEMENT," OR YOUR PAST OR PRESENT STATUS AS A "MEMBER" OF "NU SKIN" (THE "LIMITATION OF LIABILITY CLAIMS"), WILL BE LIMITED TO (THE "LIABILITY LIMIT") THE COST OF "NU SKIN PRODUCTS" THAT YOU HAVE PURCHASED FROM "NU SKIN." 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 10 AND THE "CONTRACT," .NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, THIS AGREEMENT TO LIMITATION OF LIABILITY 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.

K. SURVIVAL

The following provisions shall survive the termination or expiration of this Agreement: Section 3 (Six-Month Requirement); Section 8 (Mandatory and Binding Arbitration Agreement); Section 9 (Waiver of Damages/Class and Representative Actions; and Section 10 (Limitation of Liability of the Nu Skin Beneficiaries). All other provisions shall terminate upon the termination or expiration of this Agreement.