

MEMBER AGREEMENT

AUSTRALIA, NEW ZEALAND, FRENCH POLYNESIA AND NEW CALEDONIA

IMPORTANT INFORMATION

Will my personal information be shared with any third parties that may enable the third party to identify me?

Yes. If you provide us with your personal information, your personal information may be shared with third parties (see Clauses 10 and 13 and our Privacy Notice for further details).

How are disputes resolved?

Please note that, if any dispute should arise in respect of this Agreement, it is required to be resolved by arbitration (and not by commencing legal proceedings) (see Clause 14 for further details).

If you are a resident of Australia, this Member Agreement (“Agreement”) is between you (“**you**” or the “**Member**”), Nu Skin International, Inc. at 75 W Center St. Provo UT 84601 (“**NSI**”) and Nu Skin Enterprises Australia, Inc. (ABN 90 057 203 531) at 2/2 Eden Park Drive, Macquarie Park, NSW (“**Nu Skin Australia**”).

If you are a resident of New Zealand, French Polynesia or New Caledonia, this Agreement is between you, NSI and Nu Skin Enterprises New Zealand, Inc at Unit 16/180 Montgomerie Road, Airport Oaks, Auckland 2022, New Zealand (“**Nu Skin New Zealand**”).

NSI, Nu Skin Australia and Nu Skin New Zealand are collectively referred to as “**Nu Skin**”. Nu Skin Enterprises Inc. and its subsidiaries and affiliates including NSI, Nu Skin Australia and Nu Skin New Zealand are collectively referred to as “**Nu Skin Group**”.

In consideration of becoming a Member, and other promises and agreements set forth herein, you agree as follows:

1. **Legal Age.** You represent that you are at or above 18 years of age and are legally able to enter into this Agreement, and you agree to be bound by its terms and conditions.

2. **Purchases.**

a. If you are a resident of Australia, you can only purchase Nu Skin products (“**Products**”) directly from Nu Skin Australia, and if you are a resident of New Zealand, French Polynesia or New Caledonia, you can only purchase Products directly from Nu Skin New Zealand.

- b. There is no required minimum order amount when ordering directly from Nu Skin but all Products orders must be paid in full before the Products are shipped to the shipping address (which must be located within your country of residence) that you provided.

3. Refunds.

- a. If you are not completely satisfied with the Products that you purchased directly from Nu Skin under this Agreement and you returned the Products which are unopened, unaltered, resaleable and restockable, to Nu Skin Australia or Nu Skin New Zealand (as the case may be), you will receive a full refund of the price within 30 days from the order date, and thereafter until the expiry of 12 months from order date, ninety percent (90%) of the purchase price.
- b. The form of the refund will be based on the original form of payment if practicable. If payment was previously made by credit card, a credit card chargeback will be arranged. If payment was previously made by cash, a Product credit will be arranged. Nu Skin may choose other alternative refund methods as it deems fit.
- c. Nu Skin shall not refund the initial delivery cost (incurred at the time you purchase) on the Products that you return. All returns' shipping costs must be paid by you.
- d. For the avoidance of doubt, products shall not be considered "resalable", if returned after the products' commercially reasonable, usable or shelf life period has passed; nor shall products be considered "resalable" if it has been clearly disclosed to you prior to purchase that the products are seasonal, discontinued, or special promotion products.
- e. The right to return products in clause 3(a) is not intended to exclude or limit the rights and remedies which are available to you if a product does not meet a statutory guarantee contained in the Australian Consumer Law.

4. **Owner of Member Account.** If you have a Member account as a result of your Brand Affiliate Account converting to a Member account pursuant to the Sales Compensation Plan, your Member account may, besides you being the owner of the Member account, have other individuals registered under your Member account. These individuals may purchase Products under your Member account as permitted by you being the owner of such Member account but you shall be responsible for all activities conducted under such Member account.

5. No Sponsoring; No Bonuses.

- a. You acknowledge and agree that you are a Member and you are granted the right to purchase Products directly from Nu Skin at a Member price pursuant to the terms of this Agreement.
- b. You cannot resell Products in any manner, including the sale of Products through any online marketplaces or social media platforms and apps, register others as Nu Skin independent Brand Affiliates ("**Brand Affiliates**"), Members or retail customers, and earn Bonuses.

6. Brand Affiliates.

- a. Brand Affiliates are not eligible to be Members.
- b. You can terminate your Member account and apply to be a Brand Affiliate of Nu Skin at any time under the same Brand Affiliate who referred you to be a Member ("**Sponsor**") by completing and signing a Brand Affiliate Agreement, or completing the Brand Affiliate registration on Nu Skin online platform, and in either case providing all the requisite documents to Nu Skin.
- c. As a former Member, you may establish a Brand Affiliate account under a new Sponsor only if you have not engaged in purchasing Products from or returning Products to Nu Skin, use of your credit cards for purchase

from Nu Skin, use of Nu Skin shipping services, changing your Sponsor, or any other activities that the Company, in its sole discretion, determines to be material activity under your Member account (collectively, "**Business Activities**") during the preceding six (6) months.

d. If your spouse registered a Brand Affiliate account, you will be deemed to have Beneficial Interest in the said Brand Affiliate account and your Member account will be terminated immediately without notice.

7. **Six-Months Requirement for Sponsor Change.** Your Member account is permanently linked to your Sponsor. You can change your Sponsor after a period of six (6) months where there is no Business Activities in your Member account.

8. **Trademarks.** The Nu Skin Group's trade names, trademarks, product names or logos cannot be used without prior written consent from Nu Skin.

9. **No Transfer.** The Member account cannot be transferred, merged or inherited.

10. **Consent For Sponsor Contacting You.** You hereby provide your consent for your Sponsor to discuss with you the products and services of Nu Skin Group, and hereby provide an on-going invitation to the Sponsor to approach you regarding Nu Skin Group's products and services. You may revoke your consent any time by notifying Nu Skin in writing.

11. **Termination.** You agree that Nu Skin may terminate your Member account without notice if you have not placed an order on your account for a period of 24 or more consecutive months. After termination, you may apply to become a Member again.

12. **Reservation of Rights.**

a. Nu Skin reserves the right to:

i. amend any terms and conditions of this Agreement, or terminate this Agreement, upon 30 days' notice which may be sent to your address or email address registered in Nu Skin system, or be published on Nu Skin website; and

ii. subject to Clause 12(b) below, immediately terminate this Agreement without notice if you are found to have violated any terms under this Agreement or any terms of the Brand Affiliate Agreement when you were Nu Skin Brand Affiliate, or any applicable law (including but not limited to making an untruthful or misleading claims about Nu Skin, Nu Skin products or Nu Skin opportunities).

b. Where reasonable to do so, Nu Skin will first provide you with written notice of your violation and an opportunity to remedy the violation within the timeframe stated in the notice. Should you fail to remedy the breach within the timeframe, Nu Skin may then send you a further notice terminating this Agreement with immediate effect.

13. **Privacy.**

a. We respect your privacy. 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 promotional offers. Referral details are gathered to ensure you are linked to the Sponsor. Your information may also be disclosed and shared within Nu Skin Group (whether located within or outside of Australia, New Zealand, French Polynesia or New Caledonia) for processing and storage.

b. You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by emailing to DPOoffice@nuskin.com, or contacting Nu Skin Australia or Nu Skin New Zealand at its address stated above.

- c. You understand and agree that Nu Skin Group may disclose your personal information to contracted vendors (whether within or outside of Australia, New Zealand, French Polynesia or New Caledonia as the case may be) for providing products and services to you.
- d. This Agreement incorporates the Nu Skin Privacy Notice by reference which is available at <https://www.nuskin.com/content/global-privacy.html>. Please refer to Nu Skin Privacy Notice for details of our collection and use of your personal information.

14. Governing Law.

- a. If you are a resident of Australia, this Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. All disputes relating to this Agreement shall be resolved by arbitration and (i) the arbitration will be held in Sydney, Australia, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration ("ACICA").
- b. If you are a resident of New Zealand, French Polynesia or New Caledonia, this Agreement is governed by and construed in accordance with the laws of New Zealand. All disputes relating to this Agreement shall be resolved by arbitration and (i) the arbitration will be held in Auckland, New Zealand, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the New Zealand International Arbitration Centre ("NZIAC").

03/2026