

NU SKIN ENTERPRISES™ DISTRIBUTOR AGREEMENT—USA

75 W. Center St., Provo, UT 84601 Please Fax to 1-800-487-8000

Step 1—New Account Information

All asterisks (*) fields are REQUIRED.

*Applicant #1 Name: _____
 *Applicant #2 Name: _____
 *Applicant #1 Social Security Number: _____

Complete if corporation, partnership, or other legal entity.

Name of Business Entity: _____
 Primary Partner: _____
 Federal Tax ID Number: _____
 Please fill out Partnership/Corporation Form and submit with this agreement.

*Primary Brand Focus: Pharmanex Nu Skin Photomax
 *Daytime Phone: _____
 *Mailing Address: _____
 *Shipping Address: _____
 Email Address: _____
 *Sponsor's Name: **Aaron Cleaver**
 Referring Upline Name: _____
 Web Login Username and Password
 Please select a business username and password to access your account online, My Office, and other services. Password must have 6–16 characters and contain at least one letter and one number, e.g., rsm1th2.
 Username (1st Choice) _____
 Password _____

Language Preference: English Chinese Spanish Korean Japanese
 Evening Phone: _____
 *City/State: _____ Zip Code: _____
 *City/State: _____ Zip Code: _____
 *Date of Birth: ____/____/____
 *Sponsor's ID Number: **US0827802** Phone Number: **(512) 250-8935**
 Referring Upline ID Number: _____

Step 2—Join Our Team

- Purchase required, not-for-profit, Business Portfolio from Company for \$5 (This is the only required purchase to join Nu Skin Enterprises™. All additional product or package purchases are optional.)
 or Purchase Product Sales Package[§] _____
 (The Required Business Portfolio will be provided free of charge when I purchase the Product Sales Package.)
 or Select Executive Product Sales Package[§]
 Option 1: Purchase Qualifying Executive Package _____ Other: _____
[§] The Required Business Portfolio will be provided free of charge when you purchase either of these Packages.

Step 3—Select Automatic Delivery Rewards (Earn points toward free product—1 point = \$1 wholesale)

Code	Item	ADR Price	PSV	Total	Earn Rewards with Automatic Delivery Rewards**	
					Savings	5% discount off regular purchase price
					Shipping discount	Flat \$6.00 rate, savings of up to \$13
					Points earned	20% of order for the first 12 months, 30% thereafter
				Total		
				Shipping & Handling	\$6.00	
				Local Sales Tax [†]		
				TOTAL REMITTANCE		

Please ship my order: Beginning on ____ Month / ____ Day (select a date between the 1st and 25th), and every month thereafter on the same day (allow 5–7 working days for delivery).

**Accumulate product points each month of ADR activity—up to 75 points per month! Points are redeemable for Pharmanex® Nu Skin® and select Big Planet® products.
[†] SALES TAX: Nu Skin is registered to collect state and local sales tax in all states. Refer to Section 1 on the reverse side for more details.

Step 4—Credit Card Information

CHARGE MY CREDIT CARD:

- VISA MasterCard American Express Discover Card

Automatic Delivery Rewards will include recurring monthly charges to my credit card. I may cancel future recurring charges at any time by notifying the Company in writing.

*Credit Card Number: _____ *Exp. Date (mm/yyyy): _____ / _____
 *Name on Card (Please Print): _____ *Cardholder's Signature: _____
 *Billing Address: _____

Step 5—Bonus Check Direct Deposit

COMMISSION CHECK DIRECT DEPOSIT

DIRECT DEPOSIT my commissions/bonuses into my checking or savings account.

Please select one:

- I will view my commission statement online in My Office>Volumes & Genealogy (free)
 I wish to receive my commission statement in the mail (debited from commission check)

Bank Name _____ Bank Phone Number _____

Please attach a voided check. (REQUIRED) If you do not have a check, please contact your bank for the appropriate document to replace a voided check.

Fee for commission: Checks under \$1,000.00 is \$3.00; Checks \$1,000.00 and over is \$5.00

This agreement consists of four separate agreements between you and various entities as noted in the specific agreements: (1) the Distributor Agreement, (2) the International Sponsor Agreement (ISA), (3) the Indemnity and Limitation of Liability Agreement, and (4) Arbitration Agreement. Unless separately defined in any of these agreements, the meaning of capitalized terms is consistent with their definition in the Contract as defined in the Distributor Agreement. Any undefined term in these agreements will have the meaning attributed to it in the Policies and Procedures. The term "Nu Skin" may be used as a reference to the local affiliated companies of Nu Skin Enterprises United States, Inc. in the Authorized Countries, or their products and services.

A. Distributor Agreement and Automatic Delivery Rewards Program

The Distributor Agreement, which includes the terms of your participation in the Automatic Delivery Rewards Program, is between you, the independent Distributor, ("Distributor" or "I" or "me") and Nu Skin Enterprises United States, Inc., a Delaware corporation, 75 West Center Street, Provo, Utah 84601 ("Company").

1. Integrated Agreement

The Distributor Agreement is an integrated agreement that consists of this Distributor Agreement, the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference and may be collectively referred to as the "Contract." Wherever the context requires, all words using the male gender are deemed to include the female, all singular words will include the plural and all plural words will include the singular.

2. Independent Contractor

I acknowledge and agree that as a Distributor, I am an [authorized?] independent contractor of the Company. I am not an employee, agent, or legal representative of Company, and except as permitted by the Contract, I am not authorized to act on behalf of the Company. Nothing in this Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the Company and me.

3. Market Products and Services

(a) I understand that there are no minimum purchases or inventory requirements. I agree that I have the right to purchase products at wholesale and promote the retail sale of the products and services of the Company in accordance with the terms and conditions of the Contract.
(b) I agree not to make any claims about the products, services, and Sales Compensation Plan unless they are contained on Company labels or in official Company literature. The Company will pay me bonuses for the sale of the Company's products and services less returns ("Bonuses"). I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales Compensation Plan, including retail sales, and not be in violation of the terms of the Contract.
(c) I will not purchase any product or service solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I have resold previously ordered products and documented the sales to at least five retail customers each month, and that I have sold or consumed at least 80% of the products from any previous orders.
(d) I agree to encourage, supervise and assist my Downline Organization's efforts to sell Company products and services to retail customers.

4. Refunds

For thirty (30) days from the submission date of this Distributor Agreement I may obtain a 100% refund for the required Business Portfolio and a 90% refund thereafter in accordance with the refund policy in the Policies and Procedures. Subject to any restrictions in the aforementioned refund policy or special terms disclosed at the time of purchase, all unopened, resalable products and services that are returned within twelve months of the Distributor's order date are eligible for a 90% refund, less applicable Bonuses paid. (Connecticut residents—may obtain a 100% product refund for 30 days after entering Distributor Agreement).

5. Representations and Warranties

I represent and warrant that I am authorized to enter this Contract and that I have met all legal requirements to enter a valid contract in this market. When executed and delivered by me and accepted by the Company, the Contract constitutes a legal, valid and binding obligation. I also represent and warrant that: (a) the information provided by me in the Contract is accurate and complete and that the providing of false or misleading information authorizes the Company, at its election, to declare the Contract void from

B. International Sponsor Agreement

The International Sponsor Agreement ("ISA") is between Nu Skin International, Inc. ("NSI"), a Utah corporation, an affiliated entity of the Company, 75 West Center Street, Provo, Utah 84601 and me. The ISA constitutes a separate agreement with NSI. It is an integrated agreement that consists of this ISA and the Policies and Procedures, which are incorporated herein by reference.

1. ISA and Right to Sponsor

I understand and agree that pursuant to my Distributor Agreement with the Company, as an authorized Distributor, I may market products and services and sponsor new distributors in the Authorized Country where I have executed my Distributor Agreement. Under this ISA, I may only sponsor new distributors in other Authorized Countries.

2. Laws of Authorized Countries

I acknowledge that each Authorized Country may have specific laws and requirements applicable to me as a sponsor of distributors in that Authorized Country, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa, and registration requirements.

C. Indemnity and Limitation of Liability Agreement ("Indemnity")

This Indemnity and Limitation of Liability Agreement is between the Company, NSI and me.

1. Indemnity

I will indemnify and hold the Company, NSI and their affiliated companies, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Nu Skin business, including without limitation, breach of representations and warranties, material breach of the Contract, ISA, or any other claims or causes of action.

D. Arbitration Agreement

1. THIS CONTRACT IS SUBJECT TO A MEDIATION AND ARBITRATION POLICY. UTAH SHALL BE THE EXCLUSIVE VENUE FOR MEDIATION, ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS CONTRACT. The place of origin of this Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes and actions arising under or related to this Contract, or any and all disputes between distributors arising out of or related to a distributorship or this Contract, to enforce this Contract, or any other claim (whether based in contract, tort, statute, law or equity), including the validity of the arbitration provision, place of venue, and jurisdiction, shall be in Salt Lake County, Utah. The Parties consent to the personal jurisdiction of said courts within the State of Utah and waive any objection to improper venue.

2. I agree that any past, present or future claim, dispute, cause of action or complaint, arising under or related to this Contract, or any and all disputes between distributors arising out of or related to a distributorship or this Contract, to enforce this Contract, or any other claim (whether based in contract, tort, statute, law or equity), including those which I may have or allege to have against the Company or any of its affiliated companies, or their owners, directors, officers or employees, or any other distributor, which arise as a result of or in connection with my Downline, or my right to sponsor, or my sponsoring and distributor activities, or otherwise arise out of this Contract, will be resolved and settled in accordance with and pursuant to the terms and

its inception; (b) the social security number or federal tax identification number provided in this Distributor Agreement is my correct tax payer identification number for United States income tax purposes; (c) I, if an individual, am a United States citizen or a lawful permanent resident of the United States or, if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, formed in the United States, it is legally formed under the laws of the state in which it was organized and that each member of the business entity has proper legal authorization to conduct business in the United States. I further represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Partnership/Corporation Form) have been engaged in Business Activity in another Country distributorship in the six months (one year in the case of those having held an executive equivalent or higher position under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as identified in this Agreement.

6. Automatic Delivery Rewards Program ("ADR Program")

(a) If I have specified on the reverse side the type and quantity of products and services that I desire to receive each month, these products will be charged on a recurring monthly basis to the payment form I have provided and will be shipped monthly to my listed shipping address unless I notify the Company in writing of any desired changes.
(b) The Company may change the price of or discontinue the specific products that I have chosen to receive on the Automatic Delivery Rewards section of this Distributor Agreement or a separate ADR Program enrollment form. In such situations, the Company will notify me of the change and will continue to send me, in the case of a discontinued product, the remaining items or in the case of a price change or updated product, the same items I have selected under the ADR Program, at the new price, unless I direct the Company to make other arrangements.
(c) To pay for each monthly Automatic Delivery order, I authorize the Company to establish an automatic credit card debit arrangement as specified on the Automatic Delivery Rewards section of this Distributor Agreement or the ADR Program enrollment form. The Company will make no other charge to my payment account except those that I have authorized. (Sales tax charges may fluctuate in accordance with changes in applicable sales tax rates).
(d) I agree that there are no returns allowed on products purchased with ADR Program points and that no personal sales volume or group sales volume is earned on products purchased with ADR Program points. I further agree that applicable sales tax will apply to the redemption of ADR Program points, and that the value of the redemption will be treated as income to me and appear on my IRS Form 1099.
(e) I agree that if any products from a qualifying purchase are returned, the balance of the qualifying amount for the month in which products are returned must be repurchased in order to remain qualified and receive ADR Program points.

7. Bonus Check Direct Deposit

(a) I authorize Company to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization will remain in full force and effect until (i) Company has received written notice from me of my withdrawal from the direct deposit program, and (ii) Company has a reasonable opportunity to make such a change pursuant to my notice. I understand that this authorization replaces any previous authorization and will remain in effect until Company receives written notice of my withdrawal from the direct deposit program.
(b) I agree that I must notify Company immediately (i) prior to changing or closing the above account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Company of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must fill out a new Direct Deposit Authorization Form and send it to Company before I close my existing account.
(c) Company will not be liable to me for failing to access my account or provide direct deposits to my account in a timely manner unless such failure or loss is a direct result of Company's gross negligence or intentional misconduct. The Company's liability will not exceed the amount of the funds that would have otherwise been deposited.

3. Sale of Products in Another Authorized Country other than the United States

(Except for the Authorized Country in which I have executed my Distributor Agreement, I agree that I have not, and will not, either directly or indirectly, sell or distribute any Nu Skin products in another Authorized Country.

4. Product Purchases in Another Authorized Country other than the United States

(a) I acknowledge and agree that NSI is not conducting any trade or business in any Authorized Country.
(b) In order to purchase Nu Skin products designed and registered for distribution in an Authorized Country outside of the United States, I agree that I will execute a separate wholesale product purchase agreement with the affiliated Nu Skin company designated as the exclusive wholesale distributor in that Country (e.g., Nu Skin Hong Kong, Inc., Nu Skin Taiwan, Inc.). I agree that these product purchases will be for personal use only and will not be resold.

2. Limitation of Liability

I agree that the Company, NSI and their affiliated companies will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or ISA. I agree that the entire liability of the Company, NSI and their affiliated companies for any claim whatsoever related to my relationship with the Company and NSI, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of products that I have purchased from the Company under the Contract.

conditions of this Contract, and by (a) mediation in accordance with the rules and procedures set forth in the Company's Mediation and Arbitration Policy ("Arbitration Policy"), which is set forth in the Policies and Procedures or may be viewed online in the My Office section of any division web site; or if not resolved or settled by mediation, by (b) arbitration in accordance with the Arbitration Policy. 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.

3. By accessing any Company web site, or a web site of an affiliated company, and using the information therein, or by purchasing any products or services made available through said web sites, or purchasing any products from the Company or its affiliated companies, or receiving a Bonus from the Company or its affiliated companies, I agree to be bound by the Arbitration Agreement.

I have previously reviewed the Contract, or agree, before conducting any Distributor activity, to do so online at www.policiesandprocedures.us. If I refuse to follow any provision of the Contract, I agree to notify the Company, in writing, and cancel my distributorship. If cancelled within the next thirty days, I will receive a refund for products and materials returned in accordance with Paragraph 4 of the Distributor Agreement and the Contract.

I understand that the only required purchase to become a Distributor is the noncommissionable, not-for-profit Business Portfolio not exceeding \$5, plus state sales tax, which contains information about the opportunity, products and forms. I understand that the purchase of any product or service, including Product Packages (Step 2) and Automatic Delivery Rewards (Step 3), is optional and is not required to become a Distributor; I understand that if I purchase a Product Package, I will separately receive a free Business Portfolio and need not purchase it.

If I have elected to participate in the Automatic Delivery Rewards Program, then subject to the terms and conditions of this Contract, I agree that I will (i) receive the quantities of products I have selected, and (ii) pay for them by the method I have selected.

I certify that I am 18 years old and legally able to enter into this Contract, ISA, Indemnity, and Arbitration Agreements, and agree to be bound by the terms and conditions of the Contract, ISA, Indemnity, and Arbitration Agreements.

*Applicant # 1 or Principal Partner Signature _____

*Date _____

Applicant # 2 or Spouse Signature _____

Date _____