

Brand Affiliate Agreement and International Sponsor Agreement Australia

Resident Market Product Purchase Agreement / Mandatory and Binding Arbitration Agreement

Nu Skin Enterprises Australia, Inc. (ABN 90 057 203 531) 2/2 Eden Park Drive, Macquarie Park, NSW, 2113
Phone: (02) 9491 0900 **Email:** dsaaustralia@nuskin.com **Website:** www.nuskin.com.au

STEP 1—CREATE A NEW ACCOUNT OR AMEND ACCOUNT DETAILS.

Brand Affiliate will be assigned a Brand Affiliate Identification Number used by Nu Skin International, Inc. ("NSI") and Nu Skin Enterprises Australia, Inc. ("Nu Skin Australia") in all transactions concerning Brand Affiliate's account. Brand Affiliate certifies that the information given below is true and correct and agrees that NSI may declare the Brand Affiliate Agreement void if such information is false or misleading.

BRAND AFFILIATE IS (PLEASE CHECK ONE):

BRAND AFFILIATE ID:

☐

NEW BRAND AFFILIATE

☐

AMENDED BRAND AFFILIATE ACCOUNT

☐

an individual (without Additional Participant)

☐

an individual (with Additional Participant(s))

☐

a Business Entity

(If a Business Entity, must complete and attach a Business Entity Form. If the applicant is an individual and wishes to add other individual(s) who is not the applicant's Spouse / Co-habitant to participate jointly, but not through a formal Business Entity, all the Participants must complete and submit a Joint Participation Form.)

1. If an individual: I am a lawful resident of Australia.

FIRST NAME: _____ MIDDLE INITIAL: _____ SURNAME (FAMILY) NAME: _____
(INSERT FULL LEGAL NAME).

DATE OF BIRTH: _____ GENDER ☐ M ☐ F

BUSINESS OR DAYTIME TELEPHONE NUMBER: () _____ MOBILE TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

2. Spouse or Co-habitant (if applicable):

(Spouse or Co-habitant shall not enter a separate agreement. If Spouse or Co-habitant desires to be a Brand Affiliate, Spouse or Co-habitant must be a party to this Agreement.)

FIRST NAME: _____ MIDDLE INITIAL: _____ SURNAME (FAMILY) NAME: _____
(INSERT FULL LEGAL NAME).

DATE OF BIRTH: _____ GENDER ☐ M ☐ F

BUSINESS OR DAYTIME TELEPHONE NUMBER: () _____ MOBILE TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

1. If a Business Identity: Australian Business Number (ABN) in Australia.

AUSTRALIAN BUSINESS NUMBER (ABN): - - -

BUSINESS IDENTITY START-UP DATE: _____

GST REGISTERED EITHER AS A COMPANY OR OTHERWISE: ☐ YES ☐ NO IF YES, EMAIL: DSAUSTRALIA@NUSKIN.COM TO REQUEST AN RCTI AGREEMENT.

MAILING ADDRESS

STREET/PO BOX NUMBER: _____ SUBURB: _____ STATE _____ POSTCODE _____

DELIVERY ADDRESS (if same as Mailing Address, write "as above")

STREET/PO BOX NUMBER: _____ SUBURB: _____ STATE _____ POSTCODE _____

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SPONSOR'S AND/OR REFERRING UPLINE'S DETAILS:

SPONSOR'S FULL NAME: _____ REFERRING UPLINE'S FULL NAME: _____

SPONSOR'S BRAND AFFILIATE ID: _____ REFERRING UPLINE'S BRAND AFFILIATE ID: _____

Has the applicant or the applicant's Spouse/ Co-habitant ever been a Nu Skin Brand Affiliate or had a beneficial interest or participated in a Brand Affiliate Account individually, or as a participant in a Business Entity or Brand Affiliate Account with joint participation?

☐ YES ☐ NO If yes, please give name of such Brand Affiliate Account and list date of last activity.

DATE OF LAST ACTIVITY: _____ / _____
Month Year

NAME OF BRAND AFFILIATE ACCOUNT: _____
Last First

PRIOR BRAND AFFILIATE ID: _____

STEP 2 — PROVIDE BONUS CHEQUE DIRECT DEPOSIT DETAILS.

I hereby authorise Nu Skin Australia to credit Bonuses to below bank account:

BANK NAME: _____ BSB: ACCOUNT NUMBER: _____

ACCOUNT IN THE NAME OF: _____

PLEASE READ BELOW BEFORE SIGNING THIS DOCUMENT

This document consists of five sections: (A) Definitions, (B) Resident Market Product Purchase Agreement, (C) Brand Affiliate Agreement and the International Sponsor Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Resident Market Product Purchase Agreement is between Nu Skin Enterprises Australia, Inc. and me. The Brand Affiliate Agreement and the International Sponsor Agreement is between Nu Skin International, Inc. and me. The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between all three parties.

A. DEFINITIONS

Defined terms are set forth below or may be separately defined in any of the following agreements. The meanings of capitalised terms not found in this document are set forth in the Policies and Procedures.

"Bonuses" means the compensation paid to Brand Affiliates based on the volume of Nu Skin Products sold by a Brand Affiliate and their Team upon meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin Australia has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Market.

"Brand Affiliate Account" means the business account created with Nu Skin for the Business Activity conducted by a Brand Affiliate, including, without limitation, to receive any special incentives and any Bonuses paid by Nu Skin Australia on behalf of NSI in accordance with the terms and requirements of the Sales Compensation Plan.

"Business Activity" means any activity that benefits, promotes, or assists the business of a Brand Affiliate Account, including agreeing to be bound by the terms and conditions of a Brand Affiliate Agreement, purchasing Nu Skin Products from or returning Nu Skin Products to Nu Skin, recruiting and/or causing a Brand Affiliate Account to sponsor new Brand Affiliates, servicing, supporting, or training other Brand Affiliates or Customers, use of credit cards, shipping services, or any other activities that Nu Skin, in its sole discretion, determines to be a material promotion of Nu Skin's business.

"Business Support Materials" means any electronic, printed, audio or video presentation or other material used in the offer or sale of Products, recruitment of prospective Brand Affiliates or training of Brand Affiliates, which makes reference to the Company, its Products, the Sales Compensation Plan or its trade names.

"Brand Affiliate" means an independent contractor authorised by NSI to market Nu Skin Products, recruit other Brand Affiliates, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

"Brand Affiliate Agreement" means the Brand Affiliate Agreement and International Sponsor Agreement (Section C), which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programmes, as each may be amended from time to time by NSI with 30 days' advance notification.

"Contract" means the agreements between Nu Skin and me composed of this Brand Affiliate Agreement and the PPA (as each is defined below). Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

"Non-Resident Market" means an Authorised Market other than my Resident Market.

"Nu Skin", "NSE Companies" or "Company" means collectively Nu Skin Enterprises, Inc. and each of its direct and indirect subsidiaries and affiliated companies, including Nu Skin Australia and NSI.

"NSI" means Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah 84601, USA.

"Nu Skin Australia" means Nu Skin Enterprises Australia, Inc., an affiliated company of NSI, registered in Australia with ABN 90 057 203 531 and business address at 2/2 Eden Park Drive, Macquarie Park, NSW 2113.

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"Nu Skin Products" means the products and services of NSI's affiliated companies that are sold through local affiliates in the individual Authorised Markets.

"Participant" means a Brand Affiliate who is authorised to engage in Business Activities for and to have a Beneficial Interest in a Brand Affiliate Account owned by another Person. Each "Participant" is required to have agreed to the terms of this Agreement and to be bound by the terms and conditions of the Contract.

"PPA" means the Resident Market Product Purchase Agreement (Section B), which also incorporates the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended by Nu Skin Australia from time to time with 30 days' advance notification.

"Policies and Procedures" means the policies as part of the Contract that governs how I, as a Brand Affiliate, am to conduct my business and defines the rights and relationships of the parties. It may be amended from time to time by Nu Skin with 30 days' advance notification.

"Resident Market" means Australia in which I, if an individual, am a citizen or a legal resident and whose Brand Affiliate Agreement have executed; or, if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organisation, then Australia is where it has been legally formed under its laws, and each member of the Business Entity or Brand Affiliate Account with joint participation has proper legal authorisation to conduct business in Australia, and a Brand Affiliate Agreement has been executed.

"Sales Compensation Plan" means the specific plan that outlines the details and requirements of the compensation structure for Brand Affiliates. It is available in the Business Portfolio and may be amended from time to time by NSI with 30 days' advance notification.

B. RESIDENT MARKET PRODUCT PURCHASE AGREEMENT

This Resident Market Product Purchase Agreement ("PPA") is between Nu Skin Australia and me. Nu Skin Australia is the exclusive wholesale Brand Affiliate of Nu Skin Products in Australia. Nu Skin Australia and I agree and understand that this PPA constitutes a distinct and separate agreement from my agreements with NSI.

1. Services Provided in Resident Market.

Under this PPA, Nu Skin Australia will offer to me, as an independent contractor (as defined in Section C below), Nu Skin Products for wholesale purchase in Australia. I agree that I may only market these Nu Skin Products in Australia. Additionally, Nu Skin Australia will provide me with the following services in my Resident Market: (i) accept orders for and distribute Nu Skin Products to customers and Brand Affiliates in the Resident Market, (ii) handle all returns of Nu Skin Products purchased in the Resident Market and make appropriate refunds, (iii) provide support services to Brand Affiliates, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Brand Affiliates in the Resident Market as determined and directed by NSI, and as further described in Section B paragraph 6 below. I understand that NSI has appointed and granted the authority to Nu Skin Australia to pay my Bonuses, which if necessary, includes the authority to generate and accept self-billing Bonus invoices from me, recharge Bonuses to NSI, pay Bonuses plus any required tax in my Resident Market in the name of Nu Skin Australia, and act on behalf of NSI and its affiliated companies with respect to me as a Brand Affiliate.

2. Marketing of Nu Skin Products; Pricing.

I agree that: (a) there are no minimum purchases or inventory requirements; (b) I have the right to purchase Nu Skin Products at member price from Nu Skin Australia; (c) I will promote the retail sale of Nu Skin Products in my Resident Market in accordance with the terms and conditions of the Contract; and (d) I will not make any claims about the Nu Skin Products and Sales Compensation Plan unless they are contained in official company literature or on company labels of Nu Skin Products in my Resident Market. I have the right to purchase Nu Skin Products at the price stated by Nu Skin Australia and agree that Nu Skin Australia may change Nu Skin Product prices without prior notice.

3. Refunds.

Subject to the terms of the refund policy in the Policies and Procedures which may be amended from time to time or special terms disclosed at the time of purchase, all unopened and resalable Nu Skin Products and Business Support Materials sold by Nu Skin Australia that are returned within twelve months of my order date are eligible for a 90% refund, less applicable Bonuses. In addition, for Business Support Materials, I will receive a full refund if I terminate this Brand Affiliate Agreement within thirty (30) days of payment for the Business Support Materials. Please review the most current Nu Skin refund policy at Nu Skin's website.

4. Use of Credit Card.

I agree that I should not use another individual's credit card for any order without the individual's prior written approval. I must provide a copy of such written approval to Nu Skin Australia upon request.

5. Nu Skin Subscription Programme ("Subscription Programme").

- (a) I understand that no minimum product purchases are required to participate in the Subscription Programme. If my monthly Subscription order totals 50 sales volume (SV) or more, I will be entitled to the following benefits: (i) I will earn product points that may be redeemed for additional products and (ii) I will be entitled to discount shipping rates provided that my Subscription order is created and managed online.
- (b) If I have specified through the Subscription Programme the type and quantity of Nu Skin Products that I desire to receive each month automatically, then these Nu Skin Products will be charged on a recurring monthly basis to the form of payment I have provided, and they will be shipped monthly to my listed delivery address unless I notify Nu Skin Australia in writing one month in advance of any desired changes.
- (c) Nu Skin Australia may change the price of or discontinue the specific Nu Skin Products that I have chosen to receive through the Subscription Programme. If the price of a product is increased, Nu Skin Australia will notify me at least 30 days prior to such increase and will continue to send me such product at the increased price unless I subsequently cancel my subscription of such product. If a product is discontinued, Nu Skin Australia will notify me at least 5 business days prior to the discontinuation of such product (where practicable) and will continue to send me any remaining products I have on subscription that are not affected by such discontinuation.
- (d) To pay for each monthly Subscription Programme order, I authorise Nu Skin Australia to establish an automatic credit card debit arrangement as specified through my participation in the Nu Skin Subscription Programme to pay for each monthly subscription order, all related fees and charges, including delivery fees, taxes and fees imposed by banks or credit card providers. Nu Skin Australia will make no other charge to my designated payment account except those that I have authorised.
- (e) If I have selected a debit arrangement for payment, I authorise Nu Skin Australia, either by paper or electronic means, to debit and, if appropriate, credit to my savings or cheque account and authorise the depository or financial institution that I have indicated in my debit instruction (hereinafter called the "Bank") to debit or credit the same to such account. This authorisation to Nu Skin Australia or the Bank shall remain in force and effect until Nu Skin Australia or the Bank (as the case may be) has received a written notice from me of its termination. I must provide at least seven business days for the Bank and Nu Skin Australia to act on my notice of termination. Nu Skin Australia will make no other charge to my account except those that I have authorised which include GST charges (GST charges may fluctuate in accordance with changes in applicable GST rates). Nu Skin Australia and the Bank shall not be liable for any losses, costs, fees or damages that I may suffer or incur which arise in connection with honouring this authorisation. If any charge is dishonoured, with or without cause and whether intentionally or inadvertently, Nu Skin Australia and the Bank shall have no liability to me or any party. I further authorise Nu Skin Australia to release this preauthorisation to the Bank in establishing and maintaining my direct debit account. I acknowledge that it may take up to five business days for the Bank to verify funds.

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- (f) I agree that: (i) Nu Skin Products purchased with Subscription Programme points are non-refundable for any reason and the refund policy referred to in Section 4.1 of Chapter 2 of the Policies and Procedures is not applicable, (ii) Nu Skin Products purchased with Subscription Programme points which are defective (or otherwise fails to comply with a statutory guarantee contained in the Australian Consumer Law) may be exchanged, subject to the exchange policy referred to in Section 4.2 of Chapter 2 of the Policies and Procedures; and (iii) no sales volume is earned on Nu Skin Products purchased with Subscription Programme points except that the value of the redemption will be treated as income to me.
- (g) I agree that if any Nu Skin Products from a qualifying purchase are returned, the balance of the qualifying amount for the month in which Nu Skin Products are returned must be repurchased in order to remain qualified and receive Subscription Programme points.
- (h) I agree that Nu Skin Australia may terminate (i) the Subscription Programme at any time; and (ii) my right to participate in the Subscription Programme under this agreement if (A) the credit card or bank authorisation provided through my participation in the Subscription Programme expires, is cancelled or otherwise terminated, (B) I violate the terms and conditions of this Contract and/or the terms of the Subscription Programme, which violation will be processed according to the Policies and Procedures, or (C) my Brand Affiliate Account is terminated in accordance with the terms and conditions of this Contract. I may cancel my monthly Subscription Programme order upon written notice to Nu Skin Australia. Nu Skin Australia will cancel my Subscription Programme within 30 days after it receives my written notice.
- (i) The terms and conditions governing the discounted shipping rates, the actual shipping discounts, the requirements governing product points, how they are earned, their redemption and expiration, may be found at nuskin.com.au and by clicking on the Subscription section, which terms and conditions are incorporated by reference in this Subscription agreement.

6. Bonuses

- (a) I authorise Nu Skin Australia, as determined and directed by NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorisation replaces any previous authorisation and will remain in full force and effect until (i) Nu Skin Australia has received written notice from me of my withdrawal from the direct deposit programme, and (ii) Nu Skin Australia has a reasonable opportunity to make such a change pursuant to my notice.
- (b) I agree that I am not entitled to receive any Bonuses if Nu Skin has not received valid and current financial institution account information from me (for an account which is not inactive or dormant) to allow Nu Skin to pay Bonuses to my financial institution account successfully unless and until such time such information is received by Nu Skin, and I shall notify Nu Skin Australia immediately (i) prior to changing or closing my direct deposit account, or (ii) if my financial institution changes my routing number or account number. If I change my financial institution and/or account number, I must fill out a new Electronic Funds Transfer (EFT) Authorisation Form and send it to Nu Skin Australia before I close my existing account.
- (c) Neither NSI nor Nu Skin Australia will be liable to me for Nu Skin Australia's failure 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 Nu Skin Australia's gross negligence or intentional misconduct. Nu Skin's liability will not exceed the amount of the funds that would have otherwise been deposited.

7. Integrated Agreement

This PPA is an integrated agreement which consists of the terms in this Section B, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, each may be amended by Nu Skin Australia from time to time with 30 days' advance notification, and are incorporated herein by reference.

C. BRAND AFFILIATE AGREEMENT AND INTERNATIONAL SPONSOR AGREEMENT

This Brand Affiliate Agreement and International Sponsor Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, USA ("NSI") and me. NSI and I agree and understand that the Brand Affiliate Agreement constitutes a distinct and separate agreement from my agreements with Nu Skin Australia.

1. Right to Market Nu Skin Products and Sponsor in my Resident Market.

Subject to the terms and conditions of the Brand Affiliate Agreement, NSI grants to me (a) the right to be a Brand Affiliate and market Nu Skin Products in my Resident Market through person-to-person sales, and (b) sponsor new Brand Affiliates in my Resident Market. I agree that the Brand Affiliate Agreement will be accepted in Utah, USA. I further agree that I will comply with the Australian Consumer Law requirements and Direct Selling Australia's Code of Practice which can be found at <https://directselling.org.au/dsacodeofpractice/> related to direct selling in Australia (a summary of the Australian Consumer Law requirements is attached to the Policies and Procedures as Addendum C thereof).

2. Independent Contractor

(a) I acknowledge and agree that as a Brand Affiliate, I am an independent contractor and not an employee of Nu Skin. As an independent contractor, I will:

- be self-employed, and determine in my sole discretion, when I work and the number of hours I work;
- be paid Bonuses based on purchases and sales and not the number of hours that I work;
- be subject to entrepreneurial risk and responsible for all losses that I incur as a Brand Affiliate;
- if required, obtain an Australian Business Number (ABN). If I am GST Registered, I will complete and submit a Recipient Created Tax Invoice (RCTI) Agreement in order to receive my commission;
- pay my own license fees, any insurance premiums and superannuation contributions (if applicable);
- be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Nu Skin;
- not be treated as an employee for federal or state tax purposes; and pay any self-employment taxes required by federal, state, and local laws, statutes, and regulations.

(b) I am not an employee, agent, or legal representative of Nu Skin, and except as permitted by the Contract, I am not authorised to act on behalf of Nu Skin. Nothing in the Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Nu Skin and me.

3. Bonuses

- (a) I will be paid Bonuses for the sale of Nu Skin Products. 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.
- (b) I will not purchase any Nu Skin Product solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I will have resold previously ordered Nu Skin Products and documented the sales to at least five different customers each month, and sold or

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consumed at least 80% of any previous orders.

- (c) I agree that part of the consideration for me to receive Bonuses and recognition is based on my agreement to spend considerable time to (i) train, encourage, supervise and assist my Team in its efforts to sell Nu Skin Products, (ii) personally sell Nu Skin Products, and (iii) promote the business.

4. International Sponsor Agreement for Sponsoring in Non-Resident Markets ("ISA")

- (a) **Right to Sponsor in Non-Resident Markets**
NSI grants to me the right to Sponsor new Brand Affiliates in Non-Resident Markets. This ISA does not grant me the right to market Nu Skin Products in Non-Resident Markets.
- (b) **Laws of Non-Resident Markets**
I acknowledge that every Non-Resident Market may have specific laws and requirements applicable to me as a sponsor of Brand Affiliates in that Non-Resident Market, and I agree to comply with all laws, statutes and regulations of that Non-Resident Market, including but not limited to, all immigration, visa, and registration requirements.

5. Purchase of Nu Skin Products in Non-Resident Markets

I agree that I may purchase Nu Skin Products in a Non-Resident Market only from NSI's affiliated company designated as the exclusive wholesale Brand Affiliate in that Non-Resident Market. I further agree that (i) I may only purchase Nu Skin Products in a Non-Resident Market for personal use or to demonstrate to potential new Brand Affiliates, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any Nu Skin Products in a Non-Resident Market, and (iii) I will comply with all applicable laws regarding the purchase of Nu Skin Products in a Non-Resident Market.

6. Integrated Agreement

This Brand Affiliate Agreement and International Sponsor Agreement is an integrated agreement which consists of the terms in this Section C, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programmes, as each may be amended from time to time by NSI with 30 days' advance notification, and are incorporated herein by reference.

7. Inactive Account

I agree that NSI may terminate my Brand Affiliate Account without notice if I have not engaged in any Business Activity on my account for a period of 12 or more consecutive months. After termination, I may apply to become a Brand Affiliate again by submitting a new Brand Affiliate Agreement.

D. MANDATORY AND BINDING ARBITRATION AGREEMENT

This is a mandatory and binding arbitration agreement between NSI, Nu Skin Australia, and me.

1. For the purpose of the Contract, the following defined terms shall have the meanings as set forth below:

"Dispute" means, any and all past, present or future claims, disputes, controversy, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or otherwise, (i) arising out of or related to the Contract, or the breach, termination or invalidity thereof, (ii) between other Brand Affiliates and me arising out of or related to a Brand Affiliate Account or our business relationships as independent contractors of NSI, (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, (vi) regarding Nu Skin's resolution of any other matter that affects or concerns my Brand Affiliate Account, or that arises out of or is related to Nu Skin's business, including my disagreement with Nu Skin's disciplinary actions or interpretation of the Contract.

"Australian Brand Affiliate" means, in the case of an individual, a person who is a legal resident or citizen of Australia and has a legal right to do business in Australia, and in the case of a Business Entity, a corporation, partnership, limited liability company, trust, or other form of business organisation legally formed in and under the laws of Australia.

"Australian Dispute" means any Dispute:

- (a) between two or more Australian Brand Affiliates; or
- (b) between Nu Skin and an Australian Brand Affiliate,
- that is not an "International Dispute (AU)" as defined below.

"International Dispute (AU)" means any Dispute between:

- (a) Brand Affiliates where any of the Brand Affiliates is not an Australian Brand Affiliate; or
- (b) Nu Skin and any Brand Affiliate if:
- such Brand Affiliate has signed an International Sponsor Agreement, which permits a Brand Affiliate to conduct activities outside of Australia and at the time of the Dispute had Brand Affiliate(s) and/or Member(s) and/or retail customer(s) outside of Australia registered under the organisation of such Brand Affiliate, or
 - the Dispute involves activity occurring outside of Australia; or
 - the Dispute involves the rights or interests of another Brand Affiliate who is not an Australian Brand Affiliate.

2. In respect of an Australian Dispute, I agree that the Australian Dispute will be resolved by arbitration and (i) the arbitration will be held in Sydney, Australia, in the offices of Nu Skin's outside counsel or at such other place as the parties to the Australian Dispute may agree; (ii) the Contract shall be governed by and construed, with respect to its validity and performance of obligations thereunder, in accordance with the laws in force in New South Wales, Australia; and (iii) the arbitration will be conducted in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration ("ACICA").

In respect of an International Dispute (AU), I agree that the International Dispute (AU) will be resolved by arbitration and (i) the arbitration will be held in Salt Lake City, Utah, in the offices of Nu Skin's outside counsel or at such other place as the parties to the International Dispute (AU) may agree (which may be attended by virtual means); (ii) the Contract shall be governed by and construed, with respect to its validity and performance of obligations thereunder, in accordance with the laws of the State of Utah; and (iii) the arbitration will be conducted in accordance with the Utah Uniform Arbitration Act.

3. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Contract, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures. 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 consent of all 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 award

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of any arbitration without the prior written consent of all the parties. Judgment on any award rendered by the arbitrator may be entered in a court of competent jurisdiction in the county and state of Utah in the United States (in respect of International Dispute (AU)) or in the state of New South Wales, Australia (in respect of Australian Dispute).

4. I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I ACCESS ANY NU SKIN WEBSITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY NU SKIN PRODUCTS MADE AVAILABLE THROUGH THE SAID WEBSITES, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN AUSTRALIA, OR IF I RECEIVE BONUSES.

E. MISCELLANEOUS PROVISIONS

1. Representations and Warranties

I represent and warrant that I am authorised to enter this Contract, that I have met all legal requirements to enter a valid contract in my Resident Market, and when executed and delivered by me and accepted by NSI and Nu Skin Australia as described herein, the Contract constitutes a legal, valid and binding obligation. I also represent and warrant that: (a) the information that I provided in the Contract is accurate and complete and if I have provided any false or misleading information, NSI or Nu Skin Australia shall have rights, at its election, to declare their respective parts of the Contract void from its inception; (b) the ABN identification number ("ABN") that I provided is the correct tax identification number for my Nu Skin business in my Resident Market; (c) if an individual, I am a citizen or a legal resident of my Resident Market; (d) if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organisation, it is legally formed under the laws of my Resident Market, and that each member of the Business Entity has proper legal authorisation to conduct business in the Resident Market; and (e) if an individual adding other individual(s) to participate jointly, but not through a Business Entity, all such Participants are citizens or lawful residents of my Resident Market.

I represent and warrant that neither I nor my partner/Spouse/Co-habitant (or if a corporation or other business organisation, any participant therein who is or should be listed on the Business Entity Form; or in case of joint participation, any participant therein who is or should be listed in the Joint Participation Form) have been engaged in Business Activity in another Brand Affiliate Account in the six months (one year in the case of those having held a Brand Representative or higher title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Brand Affiliate Agreement.

2. Authorisation to Transfer Personal Information

In order for NSI or Nu Skin Australia to provide support for my Nu Skin Brand Affiliate Account, I authorise them to transfer and disclose personal and/or confidential information, which (a) I have provided to either NSI or Nu Skin Australia in connection with my Team, or (b) that has been developed as a result of my activity as a Brand Affiliate, to (i) its parent and affiliated companies wherever located, (ii) and to my Nu Skin independent upline Brand Affiliates when Nu Skin determines it is appropriate or necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorise NSI or Nu Skin Australia to use my personal information for Brand Affiliate recognition and marketing materials and for other purposes set out in the Nu Skin Privacy Notice at <https://www.nuskin.com/content/global-privacy.html> as well as in Section 2, Chapter 1 of the Policies and Procedures.

3. Acceptance of Contract

(a) Acceptance by NSI.

The effective date of the Brand Affiliate Agreement will be the date it is accepted by NSI, which will be (i) the date that I execute the Brand Affiliate Agreement electronically via Nu Skin's Internet sign-up procedure and it is received and accepted by NSI, or (ii) the date that an original hard copy of the Brand Affiliate Agreement is received and accepted by NSI and a computer record is made of my Brand Affiliate Account by NSI.

(b) Acceptance by Nu Skin Australia.

I agree that Nu Skin Australia's acceptance of the PPA will occur when it accepts my first order of Nu Skin Products, which is placed after I have signed this Contract of which the PPA forms a part and forwarded this Contract to Nu Skin Australia.

4. Indemnity, Waivers of Consequential and Indirect Damages and Limitation of Liability

(a) Indemnity

I agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless each of the NSE Companies and each of their respective past and present owners, officers, directors, employees, affiliated companies, and agents (each, a "Nu Skin Beneficiary") 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 me, any Participant in a Brand Affiliate Account owned by me, or any Participant in a Brand Affiliate Account for which I am or was a Participant, related in any way to conducting Nu Skin business, including without limitation breach of representations or warranties, breach of the Contract or other agreements between me and the NSE Companies, or any one of them, 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 indemnity is not intended to indemnify or hold harmless any Nu Skin Beneficiary to the extent 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 act, omission, negligence or fault.

I further understand and agree that each Nu Skin Beneficiary reserves the right, at my expense, to assume the exclusive defence and control of any claims for which I am required to indemnify such party, and I agree to cooperate in such defence. I agree that I will not in any event settle any claim made against a Nu Skin Beneficiary for which I am required to indemnify such party without the written consent of such Nu Skin Beneficiary.

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

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

Nu Skin Australia, NSI, and I agree to waive any claim against the other, and against any of the past or present owners, officers, directors, employees, affiliated companies, 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 me and Nu Skin Australia or NSI, 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 my damages for loss of future revenue or income from Nu Skin Australia or NSI when such loss is determined to be a direct result of the breach of the Contract. This waiver also does not waive Nu Skin Australia's or NSI's damages for loss of future revenue or income from me when such loss is determined to be a direct result of the breach of the Contract. The respective past and present owners, officers, directors, employees, affiliated companies, and agents of Nu Skin Australia, NSI, and me are third-party beneficiaries of this waiver.

(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, Nu Skin Australia, NSI, and I agree to waive any claim against the other, and against any of the past and present owners, officers, directors, employees, affiliated companies, 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 my status (or the status of any Participant in a Brand Affiliate Account owned by me or in which I am or was a Participant) as a Brand Affiliate of Nu Skin. The respective past and present owners,

Brand Affiliate Agreement and International Sponsor Agreement Australia

Resident Market Product Purchase Agreement / Mandatory and Binding Arbitration Agreement

officers, directors, employees, affiliated companies, and agents of Nu Skin Australia, NSI, and me are third-party beneficiaries of this waiver.

(d) Waiver of Punitive Damages

To the extent the applicable law permits, Nu Skin Australia, NSI, and I 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 E(4)(e) of this Brand Affiliate Agreement. The past and present affiliated companies, owners, officers, directors, employees, and agents of Nu Skin Australia, NSI, and me are third-party beneficiaries of this waiver of punitive damages.

(e) LIMITATION OF LIABILITY OF THE NSE COMPANIES

I AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE AGGREGATE LIABILITY OF EACH AND ALL OF THE NU SKIN BENEFICIARIES (DEFINED IN SECTION E4(a) ABOVE) TO ME, AND TO ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER ME, FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE CONTRACT OR TO MY STATUS (OR THE STATUS OF ANY PARTICIPANT IN A BRAND AFFILIATE ACCOUNT OWNED BY ME OR IN WHICH I AM OR WAS A PARTICIPANT) AS A BRAND AFFILIATE OF NU SKIN (THE "LIABILITY LIMIT"), WILL BE LIMITED TO THE GREATER OF:

1. THE TOTAL AMOUNT OF ALL "BONUS AND INCENTIVE INCOME" (AS SUCH TERM IS DEFINED BELOW) RECEIVED BY ME, IN THE SIX CALENDAR MONTHS PRECEDING MY FIRST WRITTEN ASSERTION OF A CLAIM OR CAUSE OF ACTION AGAINST ONE OR MORE OF THE NU SKIN BENEFICIARIES THAT FORMS ANY PORTION OF THE BASIS FOR LIABILITY OF ANY ONE OR MORE OF THE NU SKIN BENEFICIARIES, FOR THE BUSINESS ACTIVITY OF (A) A BRAND AFFILIATE ACCOUNT OWNED BY ME, (B) A BRAND AFFILIATE ACCOUNT IN WHICH I AM OR WAS A PARTICIPANT, OR (C) A BRAND AFFILIATE ACCOUNT IN WHICH I HAVE OR HAD A NU SKIN APPROVED BENEFICIAL INTEREST, OR
2. THE COST OF NU SKIN PRODUCTS THAT I OR ANY BRAND AFFILIATE ACCOUNT OWNED BY ME OR IN WHICH I AM OR WAS A PARTICIPANT HAVE PURCHASED FROM NU SKIN.

THE LIABILITY LIMIT SHALL APPLY REGARDLESS OF THE NATURE OF SUCH CLAIM OR CAUSE OF ACTION, 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. I FURTHER AGREE THAT RECOVERY OF THE LIABILITY LIMIT WILL BE MY EXCLUSIVE REMEDY, AND THE EXCLUSIVE REMEDY OF ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER ME, AGAINST THE NU SKIN BENEFICIARIES FOR THE CLAIMS AND CAUSES OF ACTIONS DESCRIBED IN THIS SECTION E(4)(e) IF LIABILITY IS ESTABLISHED AND THE AWARDED RECOVERABLE DAMAGES EXCEED THE LIABILITY LIMIT.

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

FOR PURPOSES OF THIS SECTION E(4)(e), "BONUS AND INCENTIVE INCOME" MEANS THE PORTION OF THE BONUSES AND ANY SPECIAL CASH INCENTIVES PAID BY NU SKIN AUSTRALIA OR NSI TO A BRAND AFFILIATE ACCOUNT OWNED BY ME, A BRAND AFFILIATE ACCOUNT IN WHICH I AM OR WAS A PARTICIPANT, OR A BRAND AFFILIATE ACCOUNT IN WHICH I HAVE OR HAD A NU SKIN APPROVED BENEFICIAL INTEREST THAT WAS RECEIVED BY ME FOR MY BUSINESS ACTIVITIES AS A BRAND AFFILIATE ON BEHALF OF SUCH BRAND AFFILIATE ACCOUNT AND THAT HAS BEEN OR WILL BE TREATED BY ME AS INCOME (BEFORE THE DEDUCTION OF ANY EXPENSES) FOR APPLICABLE INCOME TAX PURPOSES.

5. Inconsistency

In the event of any conflict between any terms in this document and the Policies and Procedures, the Policies and Procedures will prevail to the extent of the inconsistency.

STEP 3 — AGREE WITH NU SKIN POLICIES & PROCEDURES.

I agree that:

I understand that the entire Contract is available for review online at https://www.nuskin.com/content/nuskin/en_AU/corporate/legal/downloads.html. I acknowledge and agree that I 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 the Contract. I also agree that NSI and/or Nu Skin Australia may collect, use, process and disclose my personal information given in this document pursuant to the Nu Skin's Privacy Notice, as well as Section 2, Chapter 1 of the Policies and Procedures. If I refuse to follow any provision of the Contract, I agree to notify NSI or Nu Skin Australia, in writing, and terminate my Brand Affiliate Account.

☐ By ticking this box, I confirm that I want to opt in to receiving promotional and marketing materials from NSI and Nu Skin Australia, its subsidiaries, affiliates or business partners.

THIS CONTRACT IS SUBJECT TO THE MANDATORY AND BINDING ARBITRATION AGREEMENT (SEE SECTION D).

I hereby confirm that I have read and fully understand the provisions set out in Nu Skin Privacy Notice and Section 2, Chapter 1 of the Policies and Procedures posted on nuskin.com.au and paragraph 2, Section E of this Agreement relating to the transfer and disclosure of personal information provided or to be provided by me. I hereby consent to Nu Skin's collection, use, processing and disclosure of my personal information in the manner set out therein. I also agree to abide by the same to the extent that obligations are placed on me.

Applicant's Signature _____ Date _____

Spouse or Co-habitant Signature (if applicable) _____ Date _____

