



ADDITION OF PARTICIPANT(S) FORM

Brand Affiliate ID No : _____ Account Manager : _____

Brand Affiliate Name : _____ Date : _____

Please submit the following documents together with this Addition of Participant(s) Form ("Form") to the Nu Skin office at your home market.

- ☐ Letter of request to add additional participant(s)
- ☐ Amended Brand Affiliate Agreement form
- ☐ Copy of Business Profile (for Business Entities)
- ☐ Copy of Marriage Certificate or Joint Participation Form *(whichever applicable)*

*In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Additional Participants. To complete the addition of an Additional Participant, each Additional Participant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format.

*Incomplete documents will not be processed.

*Under normal circumstances, please allow 5-7 days (not including weekends) for processing.

*Additional participant(s) must not be an existing Nu Skin Brand Affiliate and must not have a previous Brand Affiliate Account with Nu Skin.

*Receipt of this form does not grant automatic approval. This application is subject to approval of Nu Skin International, Inc. in the US.

Please provide us with your contact details.

Name: _____

Contact Number: _____

LETTER OF REQUEST TO ADD ADDITIONAL PARTICIPANT(S)

To: Nu Skin International, Inc

We would like to add the following person(s)/business entity(ies) to Nu Skin Joint Participation/Business Entity*, Brand Affiliate account (Brand Affiliate ID No. _____).

Name(s) of Additional Participant(s):

1. _____

2. _____

3. _____

(Note: Please add additional page if the space provided herein is insufficient)

**Please delete as appropriate*

Applicable to Brand Affiliate Account with Joint Participation

We acknowledge and agree that (a) the Principal Brand Affiliate is the sole individual authorised to take any action on behalf of the Brand Affiliate Account with respect to Brand Affiliate Agreement (including the execution of any such agreements) or any other matter relating to Nu Skin International, Inc. and its affiliates, including but not limited to Nu Skin Enterprises Singapore Pte Ltd (collectively “Nu Skin”) and that Nu Skin shall be entitled to rely on the authority and instructions of the Principal Brand Affiliate with respect to all matters pertaining to the Brand Affiliate Agreement (including amounts payable as Bonuses thereunder) or Nu Skin, (b) any Participant in the Brand Affiliate Account is jointly liable for all the acts and omissions of any other Participants in connection with the Brand Affiliate Account, and Nu Skin may take action against the Brand Affiliate Account for a violation of the Policies and Procedures by any of the Participants, (c) all Bonuses and other benefits generated by or attributable to the Brand Affiliate Account (including through the efforts of the undersigned Participants) or that in any way relate to Nu Skin or its products shall be paid or provided directly to the Principal Brand Affiliate, (d) the undersigned Additional Participants, whether individually or collectively, shall have no claim against Nu Skin with respect to such Bonuses or other benefits (e) each of the Additional Participants has a separate agreement, either orally or in writing, with the Principal Brand Affiliate (to which Nu

Skin is not a party) with respect to the allocation of Bonuses or other benefits generated by attributable to the Brand Affiliate Account, and any claim by the Additional Participants, whether individually or collectively, to any such Bonuses or benefits shall only be against the Principal Brand Affiliate under the terms if such separate agreement.

Applicable to Brand Affiliate Account with Business Entity

We acknowledge and agree that (a) the Authorised Representative is the sole individual authorised to take any action on behalf of the Business Entity with respect to the Brand Affiliate Agreement (including the execution of any such agreements) or any other matter relating to Nu Skin, and that Nu Skin shall be entitled to rely on the authority and instructions of the Authorised Representative with respect to all matters pertaining to the Brand Affiliate Agreement (including amounts payable to the Business Entity thereunder) or Nu Skin, until such time as Nu Skin may receive documentation (such as certified resolutions of the board of directors or other governing body of the Business Entity) satisfactory to Nu Skin expressly revoking such authority of the Authorised Representative and appointing a new Authorised Representative. (b) all commissions or other benefits generated by or attributable to the efforts of the undersigned that in any way relate to Nu Skin or its products shall accrue to the sole benefit of the Business Entity, and the undersigned in their individual capacity shall have no claim against Nu Skin with respect to such commissions or other benefits.

By signing this Letter of Request to add additional participant(s), each of the undersigned, accepts all the above terms and agrees that Nu Skin may collect, use and disclose his/her/its personal data given in this Letter of Request for the purpose of administration in relation to the matters referred to herein. Each of the undersigned further confirms that he/she/it has read the provisions regarding the collection, use and disclosure of personal data set out in Section 2 of Chapter 1 of Nu Skin's Policies and Procedures and agrees to abide by them.

Signature of Applicant (for individual) /
Authorised Representative (for Business Entity)/
Principal Brand Affiliate (for Joint Participation)*
(*Please delete whichever is inapplicable)
Name: _____
Date: _____

Signature of Participant
(Use the attached Continuation Sheet if more than 1
Participant)
Name: _____
Date: _____

Signature of Additional Participant
(Use the attached Continuation Sheet if more than 1
Participant)

Continuation Sheet 1

All other participants in the Brand Affiliate Account must list their names and sign in the below space:

Participant: Name _____

Signature _____

Date _____

Participant: Name _____

Signature _____

Date _____

Participant: Name _____

Signature _____

Date _____

Participant: Name _____

Signature _____

Date _____



☐ Amended

Nu Skin Brand Affiliate Identification Number

SG

EFFECTIVE 1 July 2020

**BRAND AFFILIATE AGREEMENT AND INTERNATIONAL SPONSOR AGREEMENT - SINGAPORE
RESIDENT MARKET PRODUCT PURCHASE AGREEMENT / ARBITRATION AGREEMENT**

Nu Skin Enterprises Singapore Pte Ltd 331 North Bridge Road #18-01 Odeon Towers Singapore 188720 Tel: (65) 6837 3363

NEW ACCOUNT INFORMATION

Brand Affiliate will be assigned a Brand Affiliate Identification Number used by Nu Skin International, Inc. ("NSI") and Nu Skin Enterprises Singapore Pte Ltd ("Nu Skin Singapore") 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's Full Name

(If an individual, name must be the same as on NRIC. Surname first. 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.)

Brand Affiliate is (please check one) ☐ an individual (without Additional Participant) ☐ an individual (with Additional Participant(s)) ☐ a Business Entity

1. If an individual: I am a lawful resident of Singapore or I have a permit to reside in Singapore and I am not disallowed whether under my work permit or employment pass or otherwise to participate in or conduct direct selling business.

NRIC No. Gender ☐ Male ☐ Female

2. If a Business Entity: Business Registration Number in Singapore Business Entity Start-up Date DD/MM/YY

Mailing Address Postal Code

Date of Birth DD/MM/YY Home Telephone No. Brand Affiliate Mobile Telephone No.

Email Address

Do you wish to add your spouse/ Co-habitant as the second applicant in the Brand Affiliate Account? ☐ Yes ☐ No

If yes, please provide the following information:

Spouse/ Co-habitant Full Name (Surname first)

In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Spouses/Co-habitants. To complete the addition of a Spouse/Co-habitant, each Spouse/Co-habitant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format. Gender ☐ Male ☐ Female

Date of Birth DD/MM/YY Home Telephone No. Mobile Telephone No.

Have you or your 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 provide the following information:

Spouse/ Co-habitant Full Name (Surname first)

In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Spouses/Co-habitants. To complete the addition of a Spouse/Co-habitant, each Spouse/Co-habitant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format. Gender ☐ Male ☐ Female

Name of Brand Affiliate Account Brand Affiliate Account identification number

Date of last activity Month / Year

Sponsor's name (Surname first)

Sponsor's ID No.

Your Upline Brand Representative's Name (Surname first)

Telephone Number

PLEASE READ BELOW BEFORE SIGNING THIS DOCUMENT

I agree that:

I have previously reviewed the Contract (see reverse side), including the Policies and Procedures, or agree, before conducting any Brand Affiliate activity, to do so online at www.nuskin.com.sg. I understand and agree that the Contract, including the Policies and Procedures, are enforceable against me. In particular, I agree that NSI and/or Nu Skin Singapore may collect, use and disclose my personal data given in this document and given pursuant to Section 2 of Chapter 1 of the Policies and Procedures and agree to perform my obligations in accordance with such Policies and Procedures. If I refuse to follow any provision of the Contract, I agree to notify NSI or Nu Skin Singapore, in writing, and cancel my Brand Affiliate Account. If cancelled within the next ninety days, I will receive a 100% refund, less any Bonus paid to me (plus applicable tax if prepaid) on any unopened and resalable Products and/or Business Support Materials, purchased from Nu Skin Singapore. Refunds or returns of Products and Business Support Materials are set forth in the Resident Market Product Purchase Agreement (see reverse side).

I understand that if I have provided my email address, telephone or mobile number, I agree that NSI and Nu Skin Singapore may email, call, fax and send me text messages at the contact particulars provided by me for promotional and marketing purposes.

☐ By ticking this box, I confirm that I want to opt out of receiving such promotional and marketing materials from NSI and Nu Skin Singapore. I understand that if I tick this box, I will not be able to receive updated information on Nu Skin's Products and services and this may affect my ability to develop business with Nu Skin.

I understand that the purchase of any Nu Skin Products is optional and is not required to become a Brand Affiliate.

I have reached the legal age of 18 and am legally able to enter into the Contract, and agree to be bound by the terms and conditions of the Contract. THE CONTRACT IS SUBJECT TO THE MANDATORY AND BINDING ARBITRATION AGREEMENT (SEE REVERSE SIDE). UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THE CONTRACT.

Applicant

Date

Spouse or Co-habitant Signature

(Only if Spouse/Co-habitant of the Applicant is added as the second Applicant)

Date

This document consist of five sections: (A) Definitions, (B) Brand Affiliate Agreement and International Sponsor Agreement, (C) Resident Market Product Purchase Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Resident Market Product Purchase Agreement is between NSI, Nu Skin Singapore and me. The Brand Affiliate Agreement and International Sponsor Agreement is between NSI, Nu Skin Singapore and me. The Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions are between Nu Skin Singapore, NSI and me.

A. Definitions

Defined terms are set forth below or may be separately defined in any of the following agreements. The meanings of capitalized 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 up on meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin Singapore shall pay Bonuses to Brand Affiliates in the Resident Country.

“Business Portfolio” means a kit which contains the Policies and Procedures, the Sales Compensation Plan, a Brand Affiliate Agreement, and other sales and demonstration materials to assist a Brand Affiliate in starting and conducting their independent business.

“Contract” means the agreements between Nu Skin and me composed of the 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.

“Brand Affiliate” means an independent contractor authorized by NSI to market Nu Skin Products, recruit other Brand Affiliate, 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 B) 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 programs, as each may be amended from time to time by NSI upon notification. The Brand Affiliate Agreement will be stored in the United States.

“Non-Resident Market” means an Authorized Market other than my Resident Market.

“Nu Skin” means Nu Skin International, Inc., Nu Skin Singapore and their affiliated companies.

“NSI” means Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah84601, U.S.A..

“Nu Skin Singapore” means Nu Skin Enterprises Singapore Pte Ltd, an affiliated company of NSI, registered in Singapore with business address 331 North Bridge Road #18-01 Odeon Towers Singapore 188720.

“Nu Skin Products” means the products and services of NSI’s affiliated company that are sold through local affiliates in the individual Authorized Countries.

“PPA” means the Resident Market Product Purchase Agreement (Section C) 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 Singapore from time to time upon notification.

“Policies and Procedures” means the policies, as part of the Contract, that governs how I, as parties. It is available in the Business Portfolio and may be amended from time to time by Nu Skin upon notification.

“Resident Market” means Singapore in which I, if an individual, am a citizen or a lawful resident and whose Brand Affiliate Agreement I have executed; or, if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then Singapore 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 authorization to conduct business in Singapore, and a Brand 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 upon notification.

B. Brand Affiliate Agreement and International Sponsor Agreement

This Brand Affiliate Agreement is between Nu Skin International, Inc., a Utah corporation, 75 West Center Street, Provo, Utah 84601, USA (“NSI”), Nu Skin Singapore and me. The International Sponsor Agreement is between NSI and me.

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.

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;

- pay my own license fees and any insurance premiums (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 tax purposes; and

- pay any self-employment taxes required by 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 that I am not entitled to Bonus for Nu Skin Product that is purchased for personal use. 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 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 and growth of Nu Skin Singapore.

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 Country 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 Country 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 B, 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 programs, as each may be amended from time to time by NSI upon 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.

C. Resident Market Product Purchase Agreement (“PPA”)

This PPA is between Nu Skin Singapore and me. Nu Skin Singapore is the exclusive wholesale distributor of Nu Skin Products in Singapore. Nu Skin Singapore 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 Singapore will offer to me, as an independent contractor (as defined in Section B above) Nu Skin Products for wholesale purchase in Singapore. I agree that I may only market these Nu Skin Products in Singapore. Additionally, Nu Skin Singapore will provide me with the following services in my Resident Market: (i) accept orders for and distribute Nu Skin Products to customers and Brand Affiliate 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 Nu Skin Singapore and NSI, and as further described in this Section C paragraph 7 below. I understand that NSI has appointed and granted the authority to Nu Skin Singapore to pay my Bonuses in my Resident Country in the name of Nu Skin Singapore, and act on behalf of NSI and its affiliated companies with respect to me as a Brand Affiliate.

2. Marketing and Pricing of Nu Skin Products

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 Singapore; (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 Singapore and agree that Nu Skin Singapore may change product prices without prior notice.

3. Refunds

Subject to any restrictions in the aforementioned Policies and Procedures or special terms disclosed at the time of purchase, Nu Skin Singapore will:

(i) refund to me one hundred percent (100%) of the price, less applicable Bonuses (plus applicable tax if prepaid) on any unopened and resalable Business Support Materials sold by Nu Skin Singapore to me that are returned within sixty (60) days from the date on which the Business Support Materials are shipped to me or collected by me; or

(ii) refund to me one hundred percent (100%) of the price, less applicable Bonuses (plus applicable tax if prepaid) on any unopened and resalable Nu Skin Products (except Business Support Materials) sold by Nu Skin Singapore to me that are returned within ninety (90) days from the date on which the Products are shipped to me or collected by me; or

(iii) after deducting an administrative fee equivalent to ten percent (10%) of the price, refund ninety percent (90%) of the price, less applicable Bonuses (plus applicable tax if prepaid) to me on unopened and resalable Nu Skin Products (except Business Support Materials) sold by Nu Skin Singapore to me that are returned (1) after the expiry of the

return period specified in paragraph (ii) above; and (2) within the period of 12 months from the date of purchase.

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 Singapore upon request.

5. Uncollected Nu Skin Products

I acknowledge that administrative time and costs will be incurred by Nu Skin Singapore to retain Nu Skin Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to me. Accordingly, I agree that IN THE EVENT THAT:-

i. when collection is to be made by me and I fail or neglect to collect any Nu Skin Products and/or Business Support Materials purchased from Nu Skin Singapore within seven (7) days from the date of purchase, Nu Skin Singapore will deliver the purchased Nu Skin Products and/or Business Support Materials to the address as provided by me at reasonable delivery charges and if such Nu Skin Products and/or Business Support Materials cannot be successfully delivered to me and I fail or neglect for whatsoever reason to collect the Nu Skin Products and/or Business Support Materials from Nu Skin Singapore within three (3) months from the date of purchase; or

ii. where I have requested Nu Skin Singapore and Nu Skin Singapore has agreed to deliver any Nu Skin Products and/or Business Support Materials to me but Nu Skin Singapore is unable to deliver such Nu Skin Products and/or Business Support Materials to me due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by me, and I fail or neglect to collect the Nu Skin Products and/or Business Support Materials from Nu Skin Singapore within three (3) months from the date of purchase,

THEN upon the expiry of the aforesaid period of three (3) months, Nu Skin Singapore shall, without further reference, notice or account to me, cancel my order of such Nu Skin Products and/or Business Support Materials and refund to me the amount paid for such Nu Skin Products and/or Business Support Materials in accordance with Section 4.1 of Chapter 2 of the Policies and Procedures. If Bonuses have already been paid on such Nu Skin Products, then Nu Skin Singapore will recoup my Bonuses as set forth in Section 6.9 of Chapter 2 of the Policies and Procedures.

6. Bonuses

a) I understand that my sales and distribution activities would contribute to the business and growth of Nu Skin Singapore for which I will be paid Bonuses. I authorize Nu Skin Singapore, as determined and directed by Nu Skin Singapore and NSI, to deposit the payment of any Bonuses to my account at the financial institution designated by me. This authorization replaces any previous authorization and will remain in full force and effect until (i) Nu Skin Singapore has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Singapore has a reasonable opportunity to make such a change pursuant to my notice.

b) I agree that I must notify Nu Skin Singapore immediately (i) prior to changing or closing direct deposit account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Nu Skin Singapore of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must notify Nu Skin Singapore in writing before I close my existing account.

c) Neither NSI nor Nu Skin Singapore will be liable to me for Nu Skin Singapore’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 Singapore’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 C, 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 Singapore from time to time upon notification, and are incorporated herein by reference.

D. Mandatory and Binding Arbitration Agreement

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

1. THE CONTRACT IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THE CONTRACT. The place of origin of the 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 jurisdiction will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any court within the State of Utah and waive any objection to improper venue.

2. 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 or may be viewed online in the My Office section of a company website. 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 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 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. A “Dispute” is defined as “any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action, (i) arising under or related to the Contract, (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 impacts 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.”

4. I AGREE TO ACCEPT AND BE BOUND BY THIS ARBITRATION AGREEMENT IF I ACCESS ANY

NU SKIN WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY NU SKIN PRODUCTS MADE AVAILABLE THROUGH THE SAID WEB SITES, OR THE PURCHASE OF ANY NU SKIN PRODUCTS FROM NU SKIN SINGAPORE, OR IF I RECEIVE A BONUS.

E. Miscellaneous Provisions

1. Representations and Warranties

I represent and warrant that I am authorized to enter the 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 Singapore 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 Singapore shall have right, at its election, to declare their respective parts of the Contract void from its inception; (b) the identity card number and business registration number (if applicable) that I provided is my correct identity card number and business registration number (if applicable) in my Resident Market; (c) if an individual, I am a citizen or a lawful resident of my Resident Market; (d) if a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of my Resident Market, and that each member of the Business Entity has proper legal authorization 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 organization 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 pin-title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Brand Affiliate Agreement.

2. Privacy Policy

In order for NSI or Nu Skin Singapore to provide support for my Nu Skin Brand Affiliate Account, I authorize them to use, transfer and disclose personal and/or confidential information, which (a) I have provided to either NSI or Nu Skin Singapore in connection with my Brand Affiliate Account and 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) to other Nu Skin independent Brand Affiliates who are in a direct chain of sponsorship in my sales organisation as Nu Skin Singapore determines it is appropriate or necessary to ensure proper Brand Affiliate support or for Brand Affiliate educational purposes, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize NSI and Nu Skin Singapore to use my personal data for Brand Affiliate recognition, marketing materials and for other purposes as set out in Section 2, Chapter 1 of the Nu Skin Singapore Policies and Procedures as well as the Privacy Notice.

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, (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 Singapore

I agree that Nu Skin Singapore acceptance of the PPA will occur when it accepts my first order of Nu Skin Products.

4. Indemnity and Limitation of Liability

(a) Indemnity

I will indemnify and hold Nu Skin, 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 Brand Affiliate business, including without limitation, breach of representations and warranties, material breach of the Contract and other agreements between the parties, or any other claims or causes of action.

(c) Limitation of Liability

I agree that Nu Skin will not be liable for any special, indirect, direct, incidental, punitive, or Contract or other agreements between the parties. I agree that the entire liability of Nu Skin for any claim whatsoever related to my relationship with Nu Skin, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Nu Skin Products that I have purchased from Nu Skin Singapore.

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.

JOINT PARTICIPATION FORM

☐ NEW BRAND
AFFILIATE ACCOUNT

☐ AMENDED BRAND
AFFILIATE ACCOUNT

If you are applying to become a Brand Affiliate by yourself (or with a spouse or Co-habitant), then you must simply submit a Brand Affiliate Agreement and do not need to complete this form.

If you and some other individual(s) are applying to participate jointly, but not through a formal Business Entity, then this form must be completed and signed by each of the Participants in the Brand Affiliate Account.

This Joint Participation Form supplements the Brand Affiliate Agreement. All capitalized terms used herein but not otherwise defined shall have the same meanings given to them in the Brand Affiliate Agreement and Policies and Procedures.

When completed, submit or mail this form to: Nu Skin Enterprises Singapore Pte Ltd, 331 North Bridge Road #18-01, Odeon Towers, Singapore 188720.

PLEASE TYPE OR WRITE CLEARLY THE FOLLOWING INFORMATION

APPLICATION BY JOINT PARTICIPANT

The Principal Brand Affiliate identified below has executed a Brand Affiliate Agreement and desires that the Participants identified below (the "Additional Participants") be able to participate in the Brand Affiliate Account established by the Principal Brand Affiliate. As a condition to the acceptance of the Brand Affiliate Agreement by Nu Skin and Nu Skin's agreement to allow the Additional Participants to participate in the Brand Affiliate Account established by the Principal Brand Affiliate, each of the undersigned hereby represents and agrees as follows: (a) the persons identified below constitute all of the Participants in the Brand Affiliate Account, (b) the information regarding each of the Participants is accurate and complete, (c) he or she has received copies of the Brand Affiliate Agreement, the Policies and Procedures, and the other contract documents, (d) he or she is bound by, and shall comply with, the Policies and Procedures of Nu Skin, including the arbitration, non-solicitation, exclusivity and other restrictive covenants set forth therein, (e) the Principal Brand Affiliate is the sole individual authorized to take any action on behalf of the Brand Affiliate Account with respect to the Brand Affiliate Agreement (including the execution of any such agreements) or any other matter relating to Nu Skin, and that Nu Skin shall be entitled to rely on the authority and instructions of the Principal Brand Affiliate with respect to all matters pertaining to the Brand Affiliate Agreement (including amounts payable as Bonuses thereunder) or Nu Skin, (f) he or she is jointly liable for the acts and omissions of any of the Participants in connection with the Brand Affiliate Account, and Nu Skin may take action against the Brand Affiliate Account for a violation of the Policies and Procedures by any of the Participants, (g) all Bonuses and other benefits generated by or attributable to the Brand Affiliate Account (including through the efforts of the undersigned Participants) or that in any way relate to Nu Skin or its products shall be paid or provided directly to the Principal Brand Affiliate, (h) the undersigned Additional Participants, whether individually or collectively, shall have no claim against Nu Skin with respect to such Bonuses or other benefits, (i) each of the Additional Participants has a separate agreement, either orally or in writing, with the Principal Brand Affiliate (to which Nu Skin is not a party) with respect to the allocation of Bonuses or other benefits generated by or attributable to the Brand Affiliate Account, and any claim by the Additional Participants, whether individually or collectively, to any such Bonuses or benefits shall only be against the Principal Brand Affiliate under the terms of such separate agreement.

By signing this Joint Participation Form, each of the undersigned agrees that Nu Skin may collect, use and disclose his/her personal data given in this Joint Participation Form for the purpose of administration in relation to the matters referred to herein. Each of the undersigned confirms that he/she has read the provisions regarding the collection, use and disclosure of personal data set out in Section 2 of Chapter 1 of Nu Skin's Policies and Procedures and agrees to abide by them.

Principal Brand Affiliate's Name (Last, First, Middle Name)

Date:

(Bonuses, if any, will be issued in the name of and paid to the above individual ONLY)

NRIC No.

Telephone:

Mailing Address:

Signature:

ADDITIONAL PARTICIPANTS

Name of Participant (Last, First, Middle Name)

Date:

In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Additional Participants. To complete the addition of Additional Participants, each Additional Participant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format.

Signature

Name of Participant (Last, First, Middle Name)

Date:

In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Additional Participants. To complete the addition of Additional Participants, each Additional Participant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format.

Signature

Name of Participant (Last, First, Middle Name)

Date:

In compliance with the Personal Data Protection Commission's advisory guidelines on NRIC numbers, Nu Skin Enterprises Singapore Pte Ltd no longer collects NRIC numbers of Additional Participants. To complete the addition of Additional Participants, each Additional Participant must present his/her NRIC at Nu Skin Enterprises Singapore Pte Ltd for verification purposes and for conversion of the NRIC number into a non-personally identifiable hashed format.

Signature

This Joint Participation Form must be accompanied by a Brand Affiliate Agreement duly signed by the Principal Brand Affiliate if such Brand Affiliate Agreement has not been received by Nu Skin prior to the date of submission of this Form. All future changes to the Joint Participation Form or the Brand Affiliate Account must be submitted in writing and must include the names and signatures of all the current Participants, including the Principal Brand Affiliate and Additional Participants. Nu Skin reserves the right to accept or reject any application to become an independent Brand Affiliate or to be an Additional Participant to a Brand Affiliate Account with joint participation.