



MEMBER AGREEMENT - AUSTRALIA AND NEW ZEALAND

If you are a resident of Australia, you will be entering into an agreement with Nu Skin Enterprises Australia, Inc. This Member Agreement will be submitted to: Nu Skin Enterprises Australia, Inc. (ABN 90 057 203 531) 2/2 Eden Park Drive, North Ryde, NSW, 2113 Head Office P:(612) 9491 0900 W:nuskin.com.au
If you are a resident of New Zealand, you will be entering into an agreement with Nu Skin Enterprises New Zealand, Inc. This Member Agreement will be submitted to: Nu Skin Enterprises New Zealand, Inc PO Box 107145, Auckland Airport, Manukau 2150 P:(649) 254 4180 W:nuskin.co.nz

NEW ACCOUNT INFORMATION

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

MEMBER ID (IF APPLICABLE)

☐ NEW MEMBER

☐ AMENDED MEMBER ACCOUNT

☐ an individual (without Additional Participant)

☐ an individual (with Spouse or Co-habitant)

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

First Name: _____ Middle Initial: _____ Surname (Family) Name: _____

Date of Birth: DD MM YYYY Gender: ☐ M ☐ F

Business or Daytime Telephone Number: () _____ Mobile Telephone Number: _____

E-mail Address: _____

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 Member, Spouse or Co-habitant must be a party to this Member Agreement.)

First Name: _____ Middle Initial: _____ Surname (Family) Name: _____

Date of Birth: DD MM YYYY Gender: ☐ M ☐ F

Business or Daytime Telephone Number: () _____ Mobile Telephone Number: _____

E-mail Address: _____

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: _____

Sponsor's and/or Referring Upline's Details:

Sponsor's full name _____ Last _____ First _____ Sponsor's Brand Affiliate ID: _____

Referring Upline's full name _____ Last _____ First _____ Referring Upline's Brand Affiliate ID: _____

Has the applicant or the applicant's Spouse/ Co-habitant ever been a Nu Skin Brand Affiliate/Member or had a beneficial interest or participated in a Brand Affiliate Account or Member individually, or as a participant in a Business Entity or Brand Affiliate Account/Member 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: _____ MM / _____ YY

Name of Brand Affiliate Account/Member _____ Last _____ First _____ Prior Brand Affiliate/Member ID: _____

MEMBER TERMS AND CONDITIONS FOR AUSTRALIA AND NEW ZEALAND

AS A MEMBER, YOU WILL NEED TO FOLLOW THE TERMS AND CONDITIONS THROUGHOUT ALL ASPECTS OF YOUR MEMBERSHIP.

- There is no required minimum order amount when ordering products directly from Nu Skin Enterprises, Inc., its subsidiaries or affiliates (collectively the "Nu Skin Group").
- All products ordered by the Member must be paid in full before such products are shipped to the addresses (which must be within Australia or New Zealand, as the case may be) provided by the Member.
- Unless otherwise required by applicable law, you can receive 90% of the price on unopened and resalable products within 12 months from order date. For the avoidance of doubt, products shall not be considered "resalable", if returned after the products' commercially reasonable usable or shelf life period has passed; nor shall products be considered "resalable" if it has been clearly disclosed to you prior to purchase that the products are seasonal, discontinued, or special promotion products.
- Members cannot sell or otherwise re-supply the products or services they buy.
- Members cannot sponsor independent Nu Skin Brand Affiliates ("Brand Affiliates"), Members or Retail Customers.
- Brand Affiliates of Nu Skin Group are not eligible to be Members.
- A Member's account is permanently linked to the Brand Affiliate who referred them to the Member program. This link can only be changed after a period of six (6) months where the Member has no activity on their account.
- The Nu Skin Group's trade names, trade marks, product names or logos cannot be used without prior written consent from the Nu Skin Group.
- A Member can become a Brand Affiliate of Nu Skin Group at anytime under the same sponsor by completing and signing an online Brand Affiliate Agreement together with all the requisite documents to the Company.
- I agree that I provided consent to the Brand Affiliate to discuss the products and services of Nu Skin Group with me, and hereby provide an on-going invitation to the Brand Affiliate to approach me regarding Nu Skin Group's products and services in the future until I revoke my invitation in person, by telephone or in writing, including electronic mail.
- If you are a former or existing Member and want to establish a Brand Affiliate Account under a new Sponsor, you may do so only if you have not engaged in any activity for a period of six (6) months.
- I agree that Nu Skin Group may terminate my Member Account without notice if I have not placed an order on my account for a period of 12 or more consecutive months. After termination, I may apply to become a Member again by submitting a new Member Agreement.

MEMBER AGREEMENT - AUSTRALIA AND NEW ZEALAND

NU SKIN GROUP RESERVES THE RIGHT TO:

- Amend any or all of the terms, conditions or features of the Member program, upon 30 days' notice; and withdraw, cancel, change or suspend, upon 30 days' notice, any benefit offered under the program, or the program itself, provided you will have the right to terminate your enrolment with the program without penalty, if you do not consent to such amendment, withdrawal etc.
- To the maximum extent permitted by law, all representations, and warranties in relation to the Member program and the products supplied pursuant to it are expressly excluded. For the avoidance of doubt, the Nu Skin Group does not exclude any statutory guarantees available under the Australian Consumer Law or the Consumer Guarantees Act 1993, as the case may be, in respect of the products you purchase from the Nu Skin Group.
- To the maximum extent permitted by law, and without prejudice to the consumer's rights under the Consumer Guarantees Act 1993, the Nu Skin Group disclaims all liability arising out of or in connection with the Member program.
- Terminate any Member Account immediately and without prior notice if any Member is found to have violated any of the Terms and Conditions of this Agreement.

PRIVACY:

We respect your privacy. Nu Skin Group collects from you and holds certain personal information about you, in order to provide you with the benefits of being a Member and communicating with you regarding promotional offers. Referral details are gathered to ensure you are linked to the Brand Affiliate who referred you. All information submitted by you will be held by Nu Skin Group in Australia at 2 Eden Park Drive, North Ryde, NSW and in New Zealand at Montgomerie Road, Airport Oaks, Auckland. Your information may also be disclosed and shared within Nu Skin Group (whether located within or outside of Australia and New Zealand) for processing and storage.

You have rights of access to, and correction of, your personal information held by Nu Skin Group. These may be exercised by contacting Nu Skin Australia at PO Box 116, North Ryde BC, NSW, 1670, Australia or Nu Skin New Zealand at PO Box 107145, Auckland Airport, Auckland 2150. You understand and agree that Nu Skin Group may disclose your personal information to contracted vendors (whether within or outside of Australia and New Zealand) such as a mailing house for the purpose of mailing Nu Skin Group's literature. Any such vendor would only have access to your personal information for the purposes of the Member program.

Except as set out above and in the Privacy Policy, Nu Skin Group will not disclose, sell, transfer, assign or rent your personal information to any third party without your permission unless required by law. If you do not wish to provide the mandatory information requested, unfortunately we will be unable to provide you with the privileges of membership of the Member program. You may view our Privacy Policy on our websites: www.nuskin.com.au or www.nuskin.co.nz.

IMPORTANT NOTICE FOR AUSTRALIA MEMBERS

In the event that the processing and/or storage of your personal information involve the disclosure of any information outside Australia, you acknowledge that, by providing Nu Skin Group with your personal information, you consent to such overseas disclosure. By consenting to such disclosure, you acknowledge that:

- a. Nu Skin Group will not be accountable under the Privacy Act 1988 for any breach of your privacy by an overseas recipient, and
- b. you will not be able to seek redress under the Privacy Act 1988 against Nu Skin Group for any breach of your privacy by an overseas recipient.

You understand and acknowledge that Markets outside Australia may not always have the same or similar privacy and data protection laws. However, where Nu Skin Group does provide your personal information to overseas recipients, Nu Skin Group will take such steps as reasonable to ensure your information is used in accordance with this privacy policy.

☐ By providing my contact details, I agree that Nu Skin Enterprises Inc., its subsidiaries, affiliates and Brand Affiliates may call, email, fax and send me text messages for promotional and marketing purposes.

By signing this form, I agree that Nu Skin Enterprises Australia, Inc., Nu Skin Enterprises New Zealand, Inc. and their affiliated companies (collectively, "Nu Skin") may collect, use, process and disclose my personal information given in this form for the purpose of administration in relation to the matters referred to herein. I confirm that I have read and fully understand the provisions set out in Nu Skin's Privacy Policy and

Applicant's Signature _____ Date _____

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

Please submit this form to Nu Skin Enterprises Australia, Inc. or Nu Skin Enterprises New Zealand, Inc. for forwarding to Nu Skin International, Inc. in the U.S. for official acceptance of the Member Agreement.