# **India Founders Program**

## **EUROPE & AFRICA VERSION**

Go all in on Nu Skin India! The India Founders Program is intended to promote long-term, sustainable growth through sales to consumers. This program outlines how Brand Affiliates in Authorized Markets, excluding Mainland China, can prepare for the opening of the India market by becoming India Founders. Nu Skin's India market is not yet open and no premarketing activities may occur in this market. Any business activities within India, including virtual, are strictly prohibited. See our <a href="India Market Guidelines">India Market Guidelines</a> for more details.

This incentive does not represent the Sales Performance Plan that will launch in India.

#### INDIA FOUNDERS RECOGNITION

**WHAT YOU DO:** As a Brand Representative or above, personally register with the Company at least one India-Eligible G1 Brand Representative who has met the Qualification Requirements and maintains the relevant Title's Sales Volume requirements (see details and definitions on page 2) prior to the market launch.

WHAT YOU EARN: Exclusive, limited-time recognition as an India Founder.

### How to Qualify as an India Founder

To be recognized as an India Founder, a Brand Representative or above must personally register with the Company at least one India-Eligible G1 Brand Representative who has successfully completed Qualification and not lost his/her/its Brand Representative status by maintaining the relevant Title's Sales Volume requirements (see details and definitions on page 2). India Founders will be recognized for achieving one of the following in the G1–G6 of their India-Eligible G1 Brand Representatives\*\* as of the end of the calendar month prior to the market launch:

- Bronze Founder
  - Have 1–9 India-Eligible Brand Representatives
- Silver Founder
  - Have 10–19 India-Eligible Brand Representatives
- Gold Founder
  - Have 20-39 India-Eligible Brand Representatives
- Platinum Founder
  - Have 40+ India-Eligible Brand Representatives

### INDIA FOUNDERS INCENTIVE?

**WHAT YOU DO:** Qualify as an India Founder, achieve Ruby Partner or above, and achieve 10,000+ India Organizational Sales Volume in the first 12 calendar months post-market launch whereby the calendar month of the launch is counted as the first month.

WHAT YOU EARN: Receive one personal share for every increment of 10,000 India Organizational Sales Volume you achieve for the first 12 calendar months post-market launch whereby the calendar month of the launch is counted as the first month. After these 12 calendar months, you'll receive a one-time promotional bonus from your Resident Market based on the first-year performance of the India market (the total bonus pool under this incentive will match an amount from 1 to 2% of the India market's first-year revenue – determined and calculated in the 13<sup>th</sup> calendar month following the India market's opening). Your bonus will be determined by the number of personal shares you earn times one share value of the incentive's total bonus pool. India Founders who meet the qualification criteria as described above, will be informed of their personal bonus via email.

<sup>\*</sup> India Founders titles are for recognition purposes only. Incentive payouts will be based solely on Sales Volume achieved.

<sup>\*\*</sup>For recognition purposes only, you may count up to a maximum of 10 India-Eligible Brand Representatives per India-Eligible G1 Brand Representative Leadership Team.

#### **How to Qualify**

All India-Eligible Brand Representatives or above and their sponsoring international Brand Representatives or above will be able to participate in the India Founders Incentive should they fulfill the requirements as follows:

- 1. Complete qualification as an India Founder in the calendar month prior to the official launch of Nu Skin's India market. For example, if the India market officially launches on July 15, 2025, Founders will be determined with the June 2025 Sales Volume period results. Once the initial India Founders recognition titles are determined and categorized, their status will remain unchanged for the first 12 calendar months post-launch.
- 2. Achieve the paid as Title of Ruby Partner or above by and maintain it in the calendar month India officially opens. Begin sales in India and maintain your Title at Ruby Partner or above for each of the first 12 calendar months from the market launch.
- 3. Achieve 10,000+ India Organizational Sales Volume in the first 12 calendar months post-market launch.

### **Important Details and Definitions**

- 1. An India Founder is a Brand Representative or above in any Authorized Market, excluding Mainland China, who personally registers at least one India-Eligible G1 Brand Representative who has successfully completed Qualification and not lost his/her/its Brand Representative status by maintaining the relevant Title's Sales Volume requirements. An India-Eligible Brand Representative may become an India Founder if they also personally register at least one India-Eligible G1 Brand Representative who has successfully completed Qualification and not lost his/her/its Brand Representative status by maintaining the relevant Title's Sales Volume requirements:
  - a. India-Eligible Brand Representatives are Brand Representatives or above in any Authorized Market, excluding Mainland China, who have a valid Overseas Citizen of India (OCI) card, a valid Person of Indian Origin (PIO) card, or Non-Resident Indian (NRI) status with a valid Indian passport.
  - b. Proof of India-Eligible status must be submitted to and verified by Nu Skin via the <u>Nu Skin India market landing</u> page. Once verified, this information will be recorded on the Brand Affiliate Account.
  - c. India-Eligible G1 Brand Representatives are India-Eligible Brand Representatives personally registered by you.
- 2. For the purposes of this Incentive, India Sales Volume is the total Sales Volume generated from product sales in India, and a Brand Representative's India Organizational Sales Volume is the sum of the monthly India Sales Volume from their Consumer Group, the Consumer Groups of their G1–G6 Brand Representatives, the G6 of their Business Builder Position, and the G6 of their Team Elite Business Builder Position, for each calendar month in the quarter.

### **ADDITIONAL INCENTIVE TERMS AND CONDITIONS**

You acknowledge and agree that your participation in this Incentive constitutes your full and unconditional agreement to and acceptance of all Incentive rules and requirements, including these terms and conditions:

- 1. Only Nu Skin Brand Affiliates in good standing in participating Velocity or Velocity EX markets may participate in this Incentive. If you violate the terms and conditions of your Brand Affiliate Agreement, the Policies and Procedures, Sales Performance Plan, the Guidelines as posted on the Nu Skin India market landing page, or this Incentive (collectively the "Agreements"), you may be deemed ineligible, and the Company may, at its sole discretion, withhold rewards under this Incentive, take any actions provided under the Agreements, and seek to recover any costs incurred by the Company as a result of any manipulation, including withholding future sales compensation.
- 2. Eligibility for rewards under this Incentive is based on meeting the requirements of this Incentive and all requirements of the Agreements, including retail sales. There are no bonuses paid for recruiting. You do not receive any compensation for sponsoring other Brand Affiliates. You acknowledge and agree that retail sales are an important component of the Sales Performance Plan. As a Brand Affiliate, you have no inventory requirements. You are prohibited from ordering more than a reasonable amount of inventory. By placing an order, you certify that you have sold or consumed at least 80 percent of your total inventory from previous orders.
- 3. The Company reserves the right to audit and assess the validity of your performance under this Incentive, including by subjecting dropship orders to customer verification. Any account that was established in violation of the Agreement, including any account that was established to manipulate this Incentive or the Sales Performance Plan, will be considered invalid and may result in disciplinary action.

Incentive payouts will be based solely on Sales Volume achieved in India.

- 4. You may not buy or encourage other Brand Affiliates to buy Products to qualify for rewards under this Incentive. This Incentive is designed to reward participants for building healthy Consumer Groups and helping other participants build healthy Consumer Groups. The Company reserves the right to refuse to pay any rewards under this Incentive if it determines that the Brand Affiliate encouraged other participants to purchase inventory to meet qualification requirements rather than assisting them to build a group of consumers.
- 5. Any account mergers that take place during the Incentive period may impact eligibility to earn rewards under this Incentive.
- 6. The return of Nu Skin Products by you, your Customers, or others in your Consumer Group or Team may affect your eligibility to receive rewards earned through the Incentive. If Incentive rewards have already been paid based on returned Nu Skin Products, Nu Skin may recoup the rewards as set forth in the Policies and Procedures.
- 7. The Company reserves the right to modify or terminate this Incentive at any time, at the Company's sole discretion. In the event of termination, only awards earned through the date of termination of this Incentive will be paid.
- 8. This Incentive is not applicable to our Brand Affiliates in Vietnam or Ukraine.
- 9. Mainland China operates under a separate and distinct business model and will not participate in this Incentive.
- 10. The meaning of capitalized terms used but not defined in this Incentive may be found in the Agreements. For the purposes of this Incentive, "Company" refers to Nu Skin International, Inc. and its affiliates.
- 11. The value of any reward may be reported for tax purposes as required by law. Brand Affiliates are solely responsible for reporting and paying any and all applicable taxes related to this Incentive.
- 12. The Incentive and these terms and conditions will be governed by, construed in accordance with, and interpreted pursuant to the substantive laws of the State of Utah, USA. The agreed exclusive venue for the arbitration of any dispute is in Salt Lake County, State of Utah. Any disputes relating to this Incentive and these terms and conditions, shall be resolved through the dispute resolution process described in the Nu Skin Policies and Procedures which includes final and binding arbitration requirements set forth in Chapter 7. The arbitration will be heard by a single arbitrator and shall take place in Salt Lake City, Utah, USA. The arbitrator shall be selected by the parties to the dispute, and the arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules. The process will be conducted in English, but at the request and expense of the requesting Brand Affiliate, documents and testimonies will be translated into the requesting Brand Affiliate's preferred language. The decision and award of the arbitrator shall be final and binding and may be entered by any state or federal court located in Salt Lake County, State of Utah, having jurisdiction. You and Nu Skin consent to the personal jurisdiction of any state or federal court located in Salt Lake County, State of Utah, to adjudicate such matters relating to the arbitration and waive any objection to improper venue. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability, or formation of the Arbitration Agreement, including, but not limited to, any claim that all or any part of the Arbitration Agreement is void or voidable.
- 13. By participating, Brand Affiliates release and hold harmless Nu Skin Enterprises, Inc., its subsidiaries, affiliates, directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the promotion or the receipt or use of any reward. The original English version of these terms and conditions has been translated into other languages. In the event of any inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English version shall prevail.
- 14. The Company's delay or failure to exercise or enforce any right or provision under these terms and conditions shall not constitute a waiver of such right or provision.
- 15. If any part of these terms and conditions is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

Generating sales compensation as a Brand Affiliate requires considerable time, effort, and dedication. Success will also depend upon your skills, talents, and leadership abilities. There is no guarantee of financial success and results will vary widely among participants. A complete summary of earnings at each level in the Sales Performance Plan for your region/market can be found at <a href="https://www.nuskin.com">www.nuskin.com</a>.