



# BRAND AFFILIATE AGREEMENT—CANADA

Amended

Brand Affiliate ID#

3350 Ridgeway Drive, Unit #1  
Mississauga, ON L5L 5Z9  
Please Fax to 1-800-487-8000

PRODUCT PURCHASE AGREEMENT

INTERNATIONAL SPONSOR AGREEMENT

ARBITRATION AGREEMENT

## Step 1 New Account Information

All asterisks (\*) fields are REQUIRED.

\*Applicant #1 Name

\*Applicant #1 Social Insurance Number

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Spouse or Co-habitant Name

Spouse or Co-habitant Social Insurance Number

			-				-			
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If spouse or co-habitant name is added to this agreement, spouse or co-habitant SSN field is required.

Complete if corporation, partnership, or other legal entity.

Name of Business Entity

Primary Participant

Federal Tax ID Number

Please fill out Business Entity Form and submit with this agreement.

LANGUAGE PREFERENCE:  ENGLISH  CHINESE  FRENCH

\*Daytime Phone

\*Evening Phone

\*Mailing Address

\*City/ Province

\*Postal Code

\*Shipping Address

\*City/ Province

\*Postal Code

WALK-IN CENTRE BC  WALK-IN CENTRE ON

Email Address

\*Date of Birth (Month/Day/Year)

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\*Sponsor's Name

\*Sponsor's ID Number

Phone Number

## WEB LOGIN USERNAME AND PASSWORD

Username (1st Choice)

Username (2nd Choice)

Password

## Step 2 Bonus Check Direct Deposit

### COMMISSION CHECK DIRECT DEPOSIT

All my commissions/bonuses will be direct deposited checking or savings account.

Bank Name

Bank Phone Number

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

There are three parties to this agreement: Nu Skin Canada, Inc., Nu Skin International, Inc., and me. The agreement consists of five sections: (A) Definitions, (B) Resident Country Product Purchase Agreement, (C) Brand Affiliate Agreement and the International Sponsor Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. The Resident Country Product Purchase Agreement is between Nu Skin Canada, 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 agreements. The meaning of capitalized terms not found in this document is set forth in the Policies and Procedures.

**bonuses** means the compensation paid to vs based on the volume of Nu Skin Products sold by a Brand Affiliate, Downline Organization, and breakout executives as set forth in the Sales Compensation Plan. Nu Skin Canada has been assigned the right to pay Bonuses to Brand Affiliates in the Resident Country.

**digital business portfolio** The Digital Business Portfolio means the kit 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. A Digital Business Portfolio is provided to all Brand Affiliates free of charge.

**contract** means the agreement 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.

**BRAND AFFILIATE** means an independent contractor authorized 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 consists of the Brand Affiliate Agreement, the International Sponsor Agreement, the Mandatory and Binding Arbitration Agreement (Section D), Miscellaneous Provisions (Section E), the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference. The Brand Affiliate Agreement will be stored in the United States.

**non-resident country** means an Authorized Country other than my Resident Country.

## B. RESIDENT COUNTRY PRODUCT PURCHASE AGREEMENT

This Resident Country Product Purchase Agreement ("PPA") is between Nu Skin Canada, Inc. at 3350 Ridgeway Dr. Unit 1, Mississauga, Ontario Canada and me. Nu Skin Canada, which is an affiliated company of NSI, is the exclusive wholesale Brand Affiliate of Nu Skin Products in Canada. Nu Skin Canada and I agree and understand that this PPA constitutes a distinct and separate agreement from my contract with NSI.

### 1. SERVICES PROVIDED IN RESIDENT COUNTRY

Under this PPA, Nu Skin Canada will offer to me, as an independent contractor (as defined in Section C below), Nu Skin Products for member purchase in Canada. I agree that I may only market these Nu Skin Products in Canada. Additionally, Nu Skin Canada will provide me with the following services in my Resident Country: (i) accept orders for and distribute Nu Skin Products to customers and Brand Affiliates in the Resident Country, (ii) handle all returns of Nu Skin Products purchased in the Resident Country 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 Country as determined and directed by NSI, and as further described in Section B. 5. below. I understand that NSI has appointed and granted the authority to Nu Skin Canada 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 value added tax in my Resident Country in the name of Nu Skin Canada, 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 wholesale from Nu Skin Canada; (c) I will promote the retail sale of Nu Skin Products in my Resident Country 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 Country. I have the right to purchase Nu Skin Products at the price stated by Nu Skin Canada and agree that Nu Skin Canada may change Product prices without prior notice.

### 3. REFUNDS

All unopened, resalable Nu Skin Products that are returned within twelve months of your order date are eligible for a 90% refund, less applicable Bonuses. Please view the most current policy online at nuskin.com.

### 4. AUTOMATIC DELIVERY REWARDS PROGRAM ("ADR PROGRAM")

- (a) If I have specified of this agreement the type and quantity of Nu Skin Products that I desire to receive each month via the optional Automatic Delivery Rewards Program, 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 shipping address unless I notify Nu Skin Canada in writing at the address set forth above of any desired changes.
- (b) Nu Skin Canada may change the price of or discontinue the specific Nu Skin Products that I have chosen to receive on an ADR Program enrollment form. In such situations, Nu Skin Canada will notify me of the change and (i) in the case of a discontinued Nu Skin Product, will continue to send me the remaining items, and may substitute another

**nu skin means** Nu Skin International, Inc., Nu Skin Canada and their affiliated companies.

**nsi** means Nu Skin International, Inc.

**nu skin canada** means Nu Skin Canada, Inc., an affiliated company of NSI.

**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 Country Product Purchase Agreement (Section B), which consists of the Resident Country Product Purchase Agreement, the Mandatory and Binding Arbitration Agreement (Section D), the Miscellaneous Provisions (Section E), and the Policies and Procedures, as each may be amended, and are incorporated herein by reference. This PPA will be stored in the United States.

**policies and procedures** means the policies, in addition to the Brand Affiliate Agreement, that governs how I, as a Brand Affiliate, am to conduct my business and defines the rights and relationships of the parties.

**resident country** means Canada in which I, if an individual, am a citizen or a legal 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 Canada is where it has been legally formed under its laws, and each member of the Business Entity has proper legal authorization to conduct business in Canada, and a Canada 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.

product of equal or greater value, and (ii) in the case of a price change or updated product, will send me the same items I have selected under the ADR Program, but at the new price, unless I direct Nu Skin Canada to revise my monthly order.

- (c) To pay for each monthly Automatic Delivery order, I authorize Nu Skin Canada or an affiliated company to establish an automatic credit card debit arrangement as specified on an ADR Program enrollment form. Nu Skin Canada or an affiliated company will make no other charge to my designated payment account except those that I have authorized (Sales tax charges may fluctuate in accordance with changes in applicable sales tax rates).
- (d) I agree that: (i) there are no returns allowed on Nu Skin Products purchased with ADR Program points; (ii) no personal sales volume or group sales volume is earned on Nu Skin Products purchased with ADR Program points; (iii) applicable sales tax or value added tax will apply to the redemption of ADR Program points.
- (e) 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 ADR Program points.
- (f) I agree that Nu Skin Canada may terminate (i) the ADR Program at any time and for any reason; and (ii) my right to participate in the ADR Program under this agreement if (A) the credit card or bank authorization provided expires, is cancelled or otherwise terminated, (B) I violate the terms and conditions of this agreement, or (C) NSI terminates my Brand Affiliate Account. I may cancel my monthly ADR Program order upon written notice to Nu Skin Canada.

### 5. BONUSES

- (a) I authorize Nu Skin Canada, as determined and directed by 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 Canada has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Canada has a reasonable opportunity to make such a change pursuant to my notice.
- (b) I agree that I must notify Nu Skin Canada immediately (i) prior to changing or closing my direct deposit account, or (ii) if my financial institution changes my routing number or account number. Failure to notify Nu Skin Canada of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must fill out a new Direct Deposit Authorization Form and send it to Nu Skin Canada before I close my existing account.
- (c) Neither NSI nor Nu Skin Canada will be liable to me for Nu Skin Canada'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 Canada's gross negligence or intentional misconduct. Nu Skin's liability will not exceed the amount of the funds that would have otherwise been deposited.

## C. BRAND AFFILIATE AGREEMENT AND INTERNATIONAL SPONSOR AGREEMENT

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

### 1. RIGHT TO MARKET NU SKIN PRODUCTS AND SPONSOR IN MY RESIDENT COUNTRY

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 Country through person-to-person sales primarily in the home, and (b) sponsor new Brand Affiliates in my Resident Country. I agree that this Brand Affiliate Agreement will be accepted in Utah.

### 2. INDEPENDENT CONTRACTOR

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;
- obtain a social insurance;
- pay my own license fees and any insurance premiums;
- 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 provincial tax purposes; and
- pay any self-employment taxes required by federal, provincial, and local laws, statutes, and regulations.

I am not an employee, agent, or legal representative of Nu Skin, and except as permitted by the Contract, I am not authorized 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 retail 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 Downline Organization in its efforts to sell Nu Skin Products to retail customers, (ii) personally sell Nu Skin Products, and (iii) promote the business.
- ### 4. INTERNATIONAL SPONSOR AGREEMENT FOR SPONSORING IN NON-RESIDENT COUNTRIES ("ISA") AND RIGHT TO PURCHASE NU SKIN PRODUCTS IN NON-RESIDENT COUNTRIES
- (a) **right to sponsor in non-resident countries**  
NSI grants to me the right to sponsor new Brand Affiliates in Non-Resident Countries. This ISA does not grant me the right to market Nu Skin Products in Non-Resident Countries.
- (b) **laws of non-resident countries**  
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 Country, and I agree to comply with all laws, statutes and regulations of that Non-Resident Country, including but not limited to, all immigration, visa, and registration requirements.
- (c) **right to purchase nu skin products in non-resident countries**  
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 Country. I further agree that (i) I may only purchase Nu Skin Products in a Non-Resident Country 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 Country, and (iii) I will comply with all applicable laws regarding the purchase of Nu Skin Products in a Non-Resident Country.

## D. MANDATORY AND BINDING ARBITRATION AGREEMENT

This Arbitration Agreement is between NSI, Nu Skin Canada, and me.

1. THIS 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 THIS CONTRACT. The place of origin of this Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and 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 web site. 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, statute, law, product liability, equity, or any other cause of action, (i) arising under or related to this 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 the Nu Skin, (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 the Company'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 SAID WEB SITES, OR THE PURCHASE OF ANY PRODUCTS FROM NU SKIN CANADA, OR IF I RECEIVE A BONUS.

## E. MISCELLANEOUS PROVISIONS--REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY AND LIMITATION OF LIABILITY

### 1. REPRESENTATIONS AND WARRANTIES

I represent and warrant that I am authorized to enter this Contract, that I have met all legal requirements to enter a valid contract in my Resident Country, and when executed and delivered by me and accepted by NSI and Nu Skin Canada 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 authorizes NSI or Nu Skin Canada, at its election, to declare their respective parts of the Contract void from its inception; (b) the social security number or tax identification number that I provided is my correct tax payer identification number for my Resident Country; (c) if an individual, I am a citizen or a legal resident of my Resident Country and have the legal right to act as a Brand Affiliate in the Resident Country; and (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 Country, and that each member of the business entity has proper legal authorization to conduct business in the Resident country. I represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Business Entity Form) have been engaged in Business Activity in another company Brand Affiliate Account in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as identified in this agreement.

### 2. AUTHORIZATION TO TRANSFER PERSONAL INFORMATION

In order for NSI or Nu Skin Canada to provide support for my Nu Skin Brand Affiliate Account, I authorize them to transfer and disclose personal and/or confidential information, which (a) I have provided to either NSI or Nu Skin Canada in connection with my Brand Affiliate Account and Downline Organization, 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 necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize NSI or Nu Skin Canada to use my personal information for Brand Affiliate recognition and marketing materials.

### 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 the company's Internet sign-up procedure and it is received and accepted by NSI, (ii) the date that an original hard copy of this agreement is received and accepted by NSI and a computer record is made of the account, or (iii) the date a temporary account is set up, and in NSI's discretion, my subsequent actions indicate an ongoing intent to pursue the business. The temporary account may be terminated by NSI, at its discretion, if an original hard copy of this agreement is not received and accepted by NSI within thirty (30) days from the date a temporary account is set up.

#### (b) acceptance by nu skin canada

I agree that Nu Skin Canada 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.

#### (b) limitation of liability

I agree that Nu Skin will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or 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 products that I have purchased from Nu Skin Canada.

I have previously reviewed the Contract, including the Policies and Procedures, or agree, before conducting any Brand Affiliate activity, to do so online by clicking [here](#). I understand and agree that the Contract, including the Policies and Procedures, are enforceable against me. If I refuse to follow any provision of the Contract, I agree to notify NSI or Nu Skin Canada, in writing, and cancel my Brand Affiliate Account. If cancelled within the next thirty days, I will receive a 90% refund, less any Bonuses paid to me on any unopened, resalable items purchased from Nu Skin Canada; refunds on returns after thirty days are set forth in the Contract.

I am [insert age if necessary] legally able to enter into this Contract, and agree to be bound by the terms and conditions of the Contract.

THIS CONTRACT IS SUBJECT TO AN ARBITRATION AGREEMENT. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS CONTRACT.

APPLICANT # 1 OR PRINCIPAL PARTNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
month/ day/ year

APPLICANT # 2 OR SPOUSE OR CO-HABITANT SIGNATURE (OPTIONAL) \_\_\_\_\_ DATE \_\_\_\_\_  
month/ day/ year