

PLEASE READ BOTH SIDES OF THIS FORM BEFORE COMPLETING OR SIGNING.

This Agreement constitutes a separate agreement with Nu Skin International, Inc. If accepted, this Agreement allows the undersigned Independent Distributor (subject to its terms) to act as an International Sponsor. Wholesale Nu Skin products intended for the country specified can only be purchased after entering a separate wholesale purchase agreement (Product Purchase Agreement) with the affiliated Nu Skin company designated as the exclusive wholesale distributor of Nu Skin Products in the specified country (except in Japan).

NOTE: This is an application for international distribution and sponsoring purposes only. All account changes must be submitted on an "Amended" Distributor Agreement. The below information should match the corporate office's current records.

This is an application to distribute and sponsor in _____ (list one country only--this must be the same country that appears on the packaging of this International Distribution and Sponsor Agreement).

Identification Number of Individual Applicant

Identification Number of Business Organization Applicant

Name--Individual Applicant #1 (last, first, middle)/Business Organization (Complete name as it appears on government tax records in jurisdiction where first registered)

Your Sponsor's ID Number

Your Sponsor's Name (last, first, middle)

Individual Applicant #2 or Spouse Name (if applicable) (last, first, middle)

Please initial this box indicating that you have read and accepted all terms on the front and back of this Agreement.**No processing will be made without appropriate signature(s).**

Signature: Individual Applicant #1 /Business Organization

Date

(For a Business Organization, the required signature MUST be identical to the signature on the documents of the Independent Distributor Contract known as the Distributor Agreement and the Business Organization Information Sheet by a person duly authorized to execute contracts binding the particular business organization.)

Applicant #2 or Spouse Signature (if applicable)

Date

Please send this International Distribution and Sponsor Agreement (white copy) to the Nu Skin Office within your country.
(The address is listed in this packet).

THE APPLICANT, in consideration of the mutual promises, covenants, and conditions contained in the terms of this International Distribution and Sponsor Agreement (the "Agreement"), hereby acknowledges, warrants, covenants, and agrees:

1. I am legally competent to form a contract in the jurisdiction in which I live. I have received and read the accompanying International Distribution and Sponsor Information Packet respecting the transaction of my independent Nu Skin business in the country designated on the front of this Agreement (the "Country").
2. I understand this Agreement is separate and distinct from the Independent Distributor Contract (consisting of the Distributor Agreement, the Nu Skin Policies and Procedures, the Sales Compensation Plan, and - if applicable-the Business Organization Information Sheet (the "Contract") I previously entered into with Nu Skin International, Inc. to become an Independent Distributor. The terms contained in this Agreement shall have the same meaning as the terms of the Contract, which are incorporated herein by reference. In addition, I have read and agree to abide by any Addenda to the Contract specific to the Country. I understand that this Agreement, if and upon approval by Nu Skin International, Inc., will authorize me as an independent distributor and sponsor only in the Country designated by this Agreement.
3. I have not previously, nor will I directly or indirectly import any unapproved Nu Skin product into the Country. I acknowledge that to do so would cause irreparable damage to Nu Skin International, Inc. and to the affiliated Nu Skin Company conducting business in the Country.
4. I acknowledge that Nu Skin International, Inc. is not conducting any trade or business in the Country. In order to purchase Nu Skin products designed for distribution in the Country, I will enter a separate wholesale purchase agreement (Product Purchase Agreement) with the affiliated Nu Skin Company designated as the exclusive wholesale distributor in the Country (e.g., Nu Skin Hong Kong, Inc., Nu Skin Taiwan, Inc.). In the event, however, that I am a non U.S. Distributor purchasing product in the U.S., I will be required to sign the Product Sales Disclaimer. I also acknowledge that Nu Skin Distributors who are registered with a Nu Skin entity outside of Korea are permitted to promote the Nu Skin business opportunity only; they may not purchase and/or distribute products in Korea without entering into the proper Registration Agreement with Nu Skin Korea. The Registration Agreement is available through Nu Skin Korea. In order for Nu Skin Korea to accept a Registration Agreement from a Distributor registered with a Nu Skin entity outside of Korea, the Distributor must provide Nu Skin Korea with a copy of a resident registration certificate or an alien resident registration certificate (or a copy of the Distributor's passport which includes the Distributor's alien registration number) or a copy of the Distributor's Korean passport.
5. If this Agreement is accepted, prior to sponsoring or conducting my independent Nu Skin business in any form in the Country, I certify I will research and comply with all immigration, visa, employment, and registration requirements of the Country and its local jurisdictions; in addition I will discover and comply with all applicable laws, regulations, rules, tax requirements, and other due demands of the Country, including the Country specific Nu Skin Policies and Procedures. I will not sell or distribute any Nu Skin products in the country until I have discovered and complied with such laws and have entered the Registration Agreement discussed in paragraph #4.
6. Although Nu Skin International, Inc. or any of its affiliated companies may assist me in becoming aware of applicable laws, regulations, rules, and requirements, the sole responsibility to conduct my independent Nu Skin business lawfully within the Country rests with me. Accordingly, I release Nu Skin International, Inc., and any affiliated Nu Skin company, and their officers, directors, agents, and employees from all liability for any of my acts or omissions; I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as an Independent Distributor or International Sponsor arising out of any of my acts or omissions. I agree to indemnify and hold harmless Nu Skin International, Inc. and any affiliated Nu Skin company for any claim, action, or liability asserted arising out of my actions, omissions, or representations in sponsoring or conducting my independent Nu Skin business in the Country.
7. I may sponsor prospective Independent Distributors only in those specific countries wherein I have already been individually approved and accepted as an International Sponsor. I will submit a separate application for approval for each country in which I intend to sponsor or conduct, my independent Nu Skin business. I understand that approval to sponsor in one country does not constitute or guarantee approval to sponsor or distribute in any other country.
8. Only Independent Distributors in good standing (as Nu Skin International, Inc. interprets such status) may act as International Sponsors. Nu Skin International, Inc., in its sole discretion, reserves the right to reject this Agreement without disclosing any reason therefor. If this Agreement is not accepted or approved I release Nu Skin International, Inc. and its officers, directors, agents, advisors, and employees from all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
9. This Agreement will be deemed received when it is date-stamped, upon actual receipt of the manually signed original, by an employee of Nu Skin International, Inc. acting in his or her official capacity. Facsimiles are temporarily accepted; however, the original must be received by Nu Skin International, Inc. within 30 days from the time the facsimile was received in order for the Independent Distributor to be accepted and approved as an International Distributor\Sponsor for the country listed on the front of this Agreement.
10. Nu Skin International, Inc. will notify me in writing whether this Agreement has been accepted or rejected. Until I am notified that it has been accepted, I will not sponsor or conduct my independent Nu Skin business in any manner in the Country.
11. My right to act as a sponsor or receive bonuses in the Country may be revoked at any time that Nu Skin International, Inc. or any affiliated Nu Skin Company has evidence that I have not conducted myself in accordance with the terms and conditions of this Agreement and/or other requirements of the Contract incorporated herein by reference.
12. If this Agreement is accepted, I may not convey, assign or otherwise transfer any right conveyed hereunder to any person or entity without the express, prior written consent of Nu Skin International, Inc., which consent will not be unreasonably withheld. I may delegate my responsibilities but am ultimately responsible for insuring compliance with the Contract and applicable laws. Any person working with or for me as part of my Independent Distributorship and International Sponsorship will do so only under my direct and constant supervision.
13. The term and duration of this Agreement is subject to the renewal agreement required annually by Nu Skin International, Inc. My failure to file or comply with the requirements of renewal will result in the automatic termination of this Agreement and my right to distribute and sponsor in the Country.
14. The place of origin of this Agreement is the State of Utah, USA, and it shall be governed in accordance with the laws of Utah. Utah shall be the forum for mediation, arbitration or other resolution of any disputes arising hereunder.
15. Any past, present or future claim, dispute, cause of action or complaint which I may have or allege to have against Nu Skin International, Inc. or any of its affiliated companies or their owners, directors, officers or employees, which arise as a result of or in connection with my downline in the Country, or my right to sponsor in the Country, or my sponsoring and distribution activities in the Country, or otherwise arise out of this Agreement, shall be resolved and settled in accordance with and pursuant to the terms and conditions of this Agreement and the Contract applicable to distributors in the Country, and by (a) mediation with the Nu Skin International, Inc. in Provo, Utah; or if not resolved or settled by mediation, by (b) arbitration administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules as supplemented by the Procedures for International Commercial Arbitration. The arbitration proceedings shall be conducted in Salt Lake City, Utah. The arbitration shall be conducted in the English language but at the request and expense of a party, documents and testimony shall be translated into another language. One arbitrator shall be appointed to hear and decide disputes under this provision, who shall be selected by mutual consent of both parties. The parties shall each bear its own costs and expenses in an equal share of the arbitrator's and administrative fees of arbitration. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Judgement on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.