

DISTRIBUTOR AGREEMENTS (DA)

This document consists of five sections: (A) Definitions, (B) Distributor Agreement, (C) Resident Country Product Purchase Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions. This is a binding contract between Nu Skin Indonesia and me.

A. Definitions

Defined terms are set forth below or may be separately defined in any of the following 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 Distributors based on the volume of Nu Skin Products sold by a Distributor, Downline Organization, and breakaway Executives upon meeting all requirements as set forth in the Sales Compensation Plan. Nu Skin Indonesia has the right to pay Bonuses to Distributors in the Resident Country.

“Business Portfolio” means the non-commissionable, not-for-profit kit and is the only purchase required to become a Distributor. The Business Portfolio contains the Policies and Procedures, the Sales Compensation Plan, a Distributor Agreement, and other sales and demonstration materials to assist a Distributor in starting and conducting their independent business.

“Contract” means the agreement between a Distributor and Nu Skin, composed of the Policies and Procedures, the Sales Compensation Plan, Distributor Agreement, Business Entity Forms, supplemental services, International Sponsor Agreement, Product Purchase Agreement, Arbitration Agreement, and other international agreements (collectively, the “Contract”). The Contract is the complete and only agreement between Nu Skin and a Distributor. For the purpose of clarity, the Distribution Agreement herein is a contract between Nu Skin Indonesia and me. Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

“Distributor” means an independent contractor authorized by Nu Skin Indonesia to market Nu Skin Products, recruit other Distributors, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

“Distributor Agreement” means the Distributor 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 Nu Skin Indonesia upon notification.

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

“NSI” means Nu Skin International, Inc., a Utah corporation, at 75 West Center Street, Provo, Utah 84601, U.S.A..

“Nu Skin” means Nu Skin Indonesia, NSI, and their affiliated companies.

“Nu Skin Indonesia” means PT. Nusa Selaras Indonesia, an Indonesian direct selling company appointed to sell and distribute Nu Skin Products by PT Nu Skin Distribution Indonesia (“PT NSDI”), the Nu Skin Local in Indonesia.

“Nu Skin Local” means Nu Skin Indonesia and/or any affiliated company of NSI that is operating in an Authorized Country.

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

“PPA” means the Resident Country 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 Indonesia from time to time upon notification.

“Policies and Procedures” means the policies, as part of the Contract, that governs how I, as a Distributor, am to conduct my business and defines the rights and relationships of the parties. It is available in the Business Portfolio and may be amended from time to time by Nu Skin Indonesia upon notification.

“Resident Country” means Indonesia in which I, if an individual, am a citizen or a lawful resident and whose Distributor 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 Indonesia is where it has been legally formed under its laws, and each member of the Business Entity or Distributorship with joint participation has proper legal authorization to conduct business in Indonesia, and a Distributor Agreement has been executed.

“Sales Compensation Plan” means the specific plan that outlines the details and requirements of the compensation structure for Distributors. It is available in the Business Portfolio and may be amended from time to time by Nu Skin Indonesia upon notification.

Wherever the context will so require, all terms defined above are deemed to include the plural as well as the singular, and to include all genders.

B. Distributor Agreement

1. Right to Market Nu Skin Products and Sponsor in my Resident Country

Subject to the terms and conditions of the Distributor Agreement, Nu Skin Indonesia grants to me (a) the right to be a Distributor and market Nu Skin Products in my

Resident Country through person-to-person sales, and (b) sponsor new distributors in my Resident Country.

2. Independent Contractor

(a) I acknowledge and agree that as a Distributor, I am an independent contractor and not an employee of Nu Skin, Nu Skin Indonesia and/or PT NSDI. 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 Distributor;
- 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, Nu Skin Indonesia and/or PT NSDI;
- 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, Nu Skin Indonesia and/or PT NSDI, and except as permitted by the Contract, I am not authorized to act on behalf of Nu Skin, Nu Skin Indonesia and/or PT NSDI. 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, Nu Skin Indonesia and/or PT NSDI 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. Integrated Agreement

This Distributor 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 Nu Skin Indonesia upon notification, and are incorporated herein by reference.

5. Inactive Account

I agree that NSI may terminate my Distributorship 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 Distributor again by submitting a new Distributor Agreement.

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

1. Services Provided in Resident Country

Under this PPA, Nu Skin Indonesia will offer to me, as an independent contractor (as defined in Section B above), Nu Skin Products for wholesale purchase in Indonesia. I agree that I may only market these Nu Skin Products in Indonesia. Additionally, Nu Skin Indonesia will provide me with the following services in my Resident Country: (i) accept orders for and distribute Nu Skin Products to Distributors 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 Distributors, and take any necessary actions pursuant to the policies of NSI, and (iv) pay Bonuses to Distributors in the Resident Country as determined and directed by NSI, and as further described in this Section C paragraph 6 below. I understand that NSI has appointed and granted the authority to Nu Skin Indonesia to pay my Bonuses, recharge Bonuses to NSI, pay Bonuses in my Resident Country in the name of Nu Skin Indonesia, and act on behalf of NSI and its affiliated companies with respect to me as a Distributor.

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 wholesale price from Nu Skin Indonesia; (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 Indonesia and agree that Nu Skin Indonesia may change product prices without prior notice.

3. Refunds

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

- (i) refund ninety percent (90%) of the price, less value added tax and applicable Bonuses (plus applicable tax if prepaid) on unopened and resalable Business Support Materials sold by Nu Skin Indonesia that are returned within 30 days of the order date by the Distributor who purchased the Business Support Materials from Nu Skin Indonesia; or
- (ii) after deducting an administrative fee equivalent to 10% of the purchase price, refund ninety percent (90%) of the price, less value added tax and applicable Bonuses (plus applicable tax if prepaid) on unopened and resalable Nu Skin Products (except Business Support Materials) sold by Nu Skin Indonesia that are returned within twelve (12) months of the order date by the Distributor who purchased the Nu Skin Products from Nu Skin Indonesia.

4. Policy for Uncollected Products

I acknowledge that administrative time and costs will be incurred by Nu Skin Indonesia 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:-

- 1) 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 Indonesia within seven (7) days from the date of purchase, Nu Skin Indonesia 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 Indonesia within three (3) months from the date of purchase; or
- 2) where I have requested Nu Skin Indonesia and Nu Skin Indonesia has agreed to deliver any Nu Skin Products and/or Business Support Materials to me but Nu Skin Indonesia 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 Indonesia within three (3) months from the date of purchase,

THEN upon the expiry of the aforesaid period of three (3) months, Nu Skin Indonesia 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. If Bonuses have already been paid on such Nu Skin Products, then Nu Skin Indonesia will recoup my Bonuses as set forth in Section 6.9 of Chapter 2.

5. Automatic Re-Ordering Program (“ARO Program”) Enrollment Agreement

(a) If I have elected to participate in an ARO Program for specified type and quantity of Nu Skin Products that I desire to receive each month automatically, then these Nu Skin Products will be charged on a recurring monthly basis to the form of payment I have provided, and they will be collected by me or delivered monthly to my listed delivery address unless I notify Nu Skin Indonesia one month in advance in writing of any desired changes.

(b) Nu Skin Indonesia may change the price of or discontinue the specific Nu Skin Products that I have chosen to receive under an ARO Program. In such situations, Nu Skin Indonesia 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 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 ARO Program, but at the new price, unless I direct Nu Skin Indonesia to revise my monthly order.

(c) To pay for each monthly ARO order, I authorize Nu Skin Indonesia to establish an automatic credit card debit arrangement according to the credit card information I provided. Nu Skin Indonesia will make no other charge to my designated payment account except those that I have authorized.

(d) I agree that Nu Skin Indonesia may terminate (i) the ARO Program at any time and for any reason; and (ii) my right to participate in the ARO Program under this agreement if (A) the credit card or bank authorization provided by me expires, is cancelled or otherwise terminated, (B) I violate the terms and conditions of the Contract, or (C) Nu Skin Indonesia terminates my distributorship. I may cancel my monthly ARO Program order upon one month prior written notice to Nu Skin Indonesia.

(e) In case of early termination of ARO Program by me prior to the expiry of the term, I agree and authorize Nu Skin Indonesia to charge my credit card and/or deduct from my Bonuses an administration fee of Rp.100.000 for early termination.

6. Bonuses

(a) I authorize Nu Skin Indonesia, 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 Indonesia has received written notice from me of my withdrawal from the direct deposit program, and (ii) Nu Skin Indonesia has a reasonable opportunity to make such a change pursuant to my notice.

(b) I agree that I must notify Nu Skin Indonesia 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 Indonesia 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 Indonesia in writing before I close my existing account.

(c) Neither NSI, PT NSDI nor Nu Skin Indonesia will be liable to me for Nu Skin Indonesia'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 Indonesia's gross negligence or intentional misconduct. Nu Skin Indonesia'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 Indonesia 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.

The Contract is executed in Indonesian language. For the purposes of the Contract, the following defined terms shall have the meanings as set forth below:

"Indonesia Dispute" shall mean any dispute involving Nu Skin Indonesia and/or PT NSDI and an Indonesian Distributor that is not an "International Dispute" as defined below.

"International Dispute" shall mean any dispute with a Distributor if:

(i) such Distributor has signed an International Sponsor Agreement, which permits a Distributor to conduct activities outside of Indonesia; or (ii) the dispute involves activity occurring outside of Indonesia.

If the Dispute is an Indonesia Dispute, the Contract is to be construed, with respect to its validity and performance of obligations there under, in accordance with the laws of the Republic of Indonesia. With respect to any Indonesia Dispute, a Distributor agrees to submit to the binding arbitration with the Indonesian National Arbitration Board (BANI) for resolution of any conflict arising under or in connection with the interpretation of the Contract which cannot be solved by mutual negotiation and the internal conflict resolution procedures of Nu Skin Indonesia. If there is any difference between the Indonesian and English language text of terms and conditions of the Contract, the Indonesian language shall prevail.

If the Dispute is an International Dispute, the following provisions shall apply:

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 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 the Contract, (ii) between other Distributors and me arising out of or related to a Distributorship, or our business relationships as independent contractors of NSI (or Nu Skin Indonesia for Nu Skin Indonesia Distributors), (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 Distributorship, 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. Enforcement in Indonesia:

(i) The arbitral award made and granted by the arbitral tribunal shall be final, binding and incontestable and may be used as a basis for an *exequatur* thereon in the the District Court of Central Jakarta (*Pengadilan Negeri Jakarta Pusat*), Indonesia or judgment in any other competent court having jurisdiction over either party and/or any of its assets.

(ii) The parties agree to waive the applicability of Article 48.1 of the Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution (Indonesian Arbitration Law) so that the arbitration need not be completed within a specific time. During the period of the submission to arbitration and thereafter until the publication of the arbitral award, the Parties shall, except in the event of termination, continue to perform all their obligations hereunder.

5. 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 NU SKIN PRODUCTS FROM NU SKIN INDONESIA, 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 Country, and when executed and delivered by me and accepted by NSI and Nu Skin Indonesia 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 Indonesia shall have right, at its election, to declare their respective parts of the Contract void from its inception; (b) the identity card (*Kartu Tanda Penduduk* or “KTP”) number and business registration number (if applicable) that I provided is my correct KTP number and business registration number (if applicable) in my Resident Country; (c) if an individual, I am a citizen or a lawful resident of my Resident Country; (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; 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 Country. 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 company distributorship in the six months (one year in the case of those having held an executive equivalent or higher position under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as I identified in the Distributor Agreement.

2. Authorization to Transfer Personal Information

In order for Nu Skin Indonesia or NSI to provide support for my Nu Skin distributorship, I authorize them to transfer and disclose personal and/or confidential information, which (a) I have provided to either Nu Skin Indonesia or NSI in connection with my distributorship and Downline Organization, or (b) that has been developed as a result of my activity as a Distributor, to (i) its parent and affiliated companies wherever located, (ii) and to my Nu Skin independent upline Distributors when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize Nu Skin Indonesia or NSI to use my personal information for Distributor recognition and marketing materials.

3. Acceptance of Contract

(a) The effective date of the Distributor Agreement will be the date it is accepted by Nu Skin Indonesia, which will be (i) the date that an original hard copy of the Distributor Agreement together with a copy of my identity card (KTP) are received and accepted by Nu Skin Indonesia and a computer record is made of my distributorship account by Nu Skin Indonesia, or (ii) the date a temporary account is set up, and in Nu Skin Indonesia's discretion, my subsequent actions indicate an ongoing intent to pursue the business. The temporary account may be terminated by Nu Skin Indonesia, at its discretion, if a copy of my identity card (KTP) is not received and accepted by Nu Skin Indonesia within ninety (90) days from the date a temporary account is set up.

(b) I agree that Nu Skin Indonesia's 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, Nu Skin Indonesia and/or PT NSDI 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 distributor 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, Nu Skin Indonesia and PT NSDI 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 each of Nu Skin, Nu Skin Indonesia and PT NSDI for any claim whatsoever related to my relationship with Nu Skin, Nu Skin Indonesia and PT NSDI, 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 Indonesia.

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.