UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☑ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 001-12421

NU SKIN ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**87-0565309**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

75 West Center Street
Provo, Utah 84601
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (801) 345-1000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $.001 par value	NUS	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐
Non-accelerated filer ☐
Accelerated filer ☑
Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

Based on the closing sales price of the Class A common stock on the New York Stock Exchange on June 28, 2024, the last business day of the Registrant's second fiscal quarter, the aggregate market value of the voting stock held by non-affiliates of the Registrant was approximately $518 million. All executive officers and directors of the Registrant, and all stockholders holding more than 10% of the Registrant's outstanding voting stock (other than institutional investors, such as registered investment companies, eligible to file beneficial ownership reports on Schedule 13G), have been deemed, solely for the purpose of the foregoing calculation, to be "affiliates" of the Registrant.

As of January 31, 2025, 49,722,779 shares of the Registrant's Class A common stock, $.001 par value per share, and no shares of the Registrant's Class B common stock, $.001 par value per share, were outstanding.

Documents incorporated by reference. Portions of the Registrant's Definitive Proxy Statement for the Registrant's 2025 Annual Meeting of Stockholders are incorporated by reference in Part III of this report. The Definitive Proxy Statement or an amendment to this Form 10-K will be filed with the Securities and Exchange Commission within 120 days after the Registrant's fiscal year end.

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FORWARD-LOOKING STATEMENTS

THIS ANNUAL REPORT ON FORM 10-K, IN PARTICULAR "ITEM 1. BUSINESS" AND "ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS," CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933, AS AMENDED, AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THAT REPRESENT OUR CURRENT EXPECTATIONS AND BELIEFS. ALL STATEMENTS OTHER THAN STATEMENTS OF HISTORICAL FACT ARE "FORWARD-LOOKING STATEMENTS" FOR PURPOSES OF FEDERAL AND STATE SECURITIES LAWS AND INCLUDE, BUT ARE NOT LIMITED TO, STATEMENTS OF MANAGEMENT'S EXPECTATIONS REGARDING OUR PERFORMANCE, INITIATIVES, STRATEGIES, PRODUCTS, INGREDIENTS, PRODUCT INTRODUCTIONS AND OFFERINGS, PRODUCT SOURCING, GROWTH, ACQUISITIONS AND ACQUIRED COMPANIES' PERFORMANCE, GROWTH OF OUR RHYZ BUSINESSES, GLOBAL ECONOMIC CONDITIONS, OPPORTUNITIES AND RISKS; STATEMENTS OF PROJECTIONS REGARDING FUTURE SALES, EXPENSES, OPERATING RESULTS, TAXES AND DUTIES, CAPITAL EXPENDITURES, SOURCES AND USES OF CASH, FOREIGN-CURRENCY FLUCTUATIONS OR DEVALUATIONS, REPATRIATION OF UNDISTRIBUTED EARNINGS, AND OTHER FINANCIAL ITEMS; STATEMENTS OF MANAGEMENT'S EXPECTATIONS, PLANS AND BELIEFS REGARDING OUR MARKETS, SALES FORCE, SALES COMPENSATION PLAN AND CUSTOMER BASE; STATEMENTS REGARDING THE PAYMENT OF FUTURE DIVIDENDS AND STOCK REPURCHASES; STATEMENTS REGARDING THE OUTCOME OF LITIGATION, AUDITS, INVESTIGATIONS AND OTHER LEGAL MATTERS, INCLUDING GOVERNMENT POLICIES AND REGULATIONS IN MAINLAND CHINA; ACCOUNTING ESTIMATES AND ASSUMPTIONS; STATEMENTS OF BELIEF; AND STATEMENTS OF ASSUMPTIONS UNDERLYING ANY OF THE FOREGOING. IN SOME CASES, YOU CAN IDENTIFY THESE STATEMENTS BY FORWARD-LOOKING WORDS SUCH AS "BELIEVE," "EXPECT," "PROJECT," "ANTICIPATE," "ESTIMATE," "COMMIT," "INTEND," "PLAN," "TARGETS," "LIKELY," "WILL," "WOULD," "COULD," "MAY," "MIGHT," THE NEGATIVE OF THESE WORDS AND OTHER SIMILAR WORDS. WE UNDERTAKE NO OBLIGATION TO PUBLICLY UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENT, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS OR OTHERWISE, EXCEPT AS REQUIRED BY LAW. WE CAUTION AND ADVISE READERS THAT THESE STATEMENTS ARE BASED ON ASSUMPTIONS THAT MAY NOT BE REALIZED AND INVOLVE RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE EXPECTATIONS AND BELIEFS CONTAINED HEREIN. FOR A SUMMARY OF THESE RISKS, SEE ITEM 1A. RISK FACTORS.

In this Annual Report on Form 10-K, references to "dollars" and "$" are to U.S. dollars.

Nu Skin, Pharmanex and ageLOC are our trademarks. The italicized product names used in this Annual Report on Form 10-K are product names and also, in certain cases, our trademarks.

PART I

ITEM 1. BUSINESS

Nu Skin Enterprises, Inc. develops and distributes a comprehensive line of premium-quality beauty and wellness solutions in nearly 50 markets worldwide. In 2024, our revenue of $1.7 billion was primarily generated by our three primary brands: our beauty brand, Nu Skin; our wellness brand, Pharmanex; and our anti-aging brand, ageLOC. We operate in the direct selling channel, primarily utilizing person-to-person marketing to promote and sell our products, including through the use of social and digital platforms.

In addition to our core Nu Skin business, we also explore new areas of synergistic and adjacent growth through our business arm known as Rhyz Inc., which we formed in 2018. Our Rhyz businesses primarily consist of consumer, technology and manufacturing companies. In 2024, the Rhyz companies generated $286.6 million, or 17%, of our 2024 reported revenue (excluding sales to our core Nu Skin business). As discussed further in "Rhyz Companies," below, in January 2025 we sold one of our Rhyz businesses that accounted for $69.6 million of our 2024 reported revenue. Rhyz is a key component of our business, and these companies enable us to reduce our cost of goods, improve lead times, diversify our revenue mix, and create synergies for our owned and partner brands.

In 2024, we generated approximately 30% of our revenue from the United States (consisting of our Nu Skin United States and Rhyz businesses) and the remainder from our international markets. Given the size of our international operations, our results, as reported in U.S. dollars, are often impacted by foreign-currency fluctuations; in 2024, our revenue was negatively impacted 4% from foreign-currency fluctuations compared to 2023. Our results also can be impacted by global economic, political, demographic and business trends and conditions.

Our operations are subject to various laws and regulations globally, particularly with respect to our product categories and our distribution channel. See Item 1A. Risk Factors for a more detailed description of the risks associated with our business.

PRODUCTS

We offer a branded, award-winning and differentiated product portfolio. We believe our innovative approach to product development, clinical substantiation and distribution provides us with a competitive advantage in beauty and wellness products and direct selling. We believe that our acquired and licensed technologies, manufacturing and innovation facilities, research collaborations and in-house research expertise enable us to introduce innovative, proprietary products. We seek to offer products that are demonstrable and well suited for social sharing. Sustainability is also an important part of our product strategy; we take sustainability into account as we formulate our products, and we have an ongoing initiative to innovate our packaging so it is recycled, recyclable, reusable, reduced or renewable.

During the past several years, we have generated success in our business with innovative beauty devices. Devices are an important part of our strategy. We launched our first connected beauty device, *ageLOC LumiSpa iO*, in the second half of 2022 and continuing into 2023. In the second half of 2023 and continuing into 2024, we launched *ageLOC WellSpa iO* (not sold in the United States), a connected device focused on holistic wellness and beauty, as well as a similar, FDA-cleared device, *Nu Skin RenuSpa iO*, in the United States. When connected to our mobile application, these connected devices gather data to provide varying levels of insights into consumer behavior, with the goal of enabling us to provide more personalized experiences for our consumers. Please refer to "Distribution Channel" below for additional information about our connected devices and our business strategy that they fit into.

During 2023, we launched our *ageLOC TRMe* personalized weight wellness line of products in several markets, which became our top-selling brand in 2024. In 2024, we began launching our proprietary *ageLOC Tru Face Peptide Retinol Complex*, as well as *MYND360*, a holistic approach to cognitive health and performance.

Product Categories

We have two primary product categories: beauty products and wellness products. We develop and distribute innovative, premium-quality products in these two categories primarily under our Nu Skin and Pharmanex brands, respectively. We also develop and distribute products under our ageLOC brand, which features innovative, premium-quality anti-aging products in both the beauty and wellness categories and in many cases is co-branded with our Nu Skin and Pharmanex products. Most of our innovative devices are ageLOC beauty products; however, *ageLOC WellSpa iO* and *Nu Skin RenuSpa iO* span both the beauty and wellness categories.

Presented below are the U.S. dollar amounts and associated revenue percentages from the sale of beauty and wellness products, as well as our Rhyz companies, for the last three years. This table should be read in conjunction with the information presented in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, which discusses the factors impacting revenue trends and the costs associated with generating the aggregate revenue presented.

Revenue by Product Category
(U.S. dollars in millions)

	Year Ended December 31,					
Product Category	**2024**		**2023**		**2022**	
Beauty[1]	$ 681.8	39.4%	$ 858.6	43.6%	$ 1,069.7	48.1%
Wellness[1]	757.2	43.7%	886.1	45.0%	992.3	44.6%
Other[2]	293.1	16.9%	224.4	11.4%	163.7	7.3%
	$ 1,732.1	100.0%	$ 1,969.1	100.0%	$ 2,225.7	100.0%

(1) Includes sales of beauty and wellness products in our core Nu Skin business. The beauty category includes $268 million, $342 million and $440 million in sales of devices and related consumables for the years ended December 31, 2024, 2023 and 2022, respectively. For purposes of this table, sales of *ageLOC WellSpa iO* and *Nu Skin RenuSpa iO* are included in the beauty category, together with our other devices, though these products span both the beauty and wellness categories.

(2) Other includes the external revenue from our Rhyz companies along with a limited number of other products and services, including household products and technology services.

Beauty Products. Our strategy for our beauty products category is to leverage our distribution channel to strengthen Nu Skin's position as an innovative leader in the masstige and premium beauty markets. Our products in this category include our innovative skin care devices, cosmetics and other personal care products. We are committed to continuously improving and evolving our product formulations to develop and incorporate innovative and proven ingredients. We formulate many of the products in our beauty category with ingredients that are scientifically proven to provide visible results. In 2024, our top-selling product lines by revenue in this category were our *ageLOC LumiSpa* cleansers and devices and *ageLOC TruFace*. Our ageLOC beauty products accounted for 43% of our beauty product category revenue and 17% of our total revenue in 2024.

Wellness Products. Our strategy for our wellness category is to continue to introduce innovative, substantiated nutritional supplements based on research and development and quality manufacturing. Direct selling has proven to be an effective method of marketing our high-quality wellness products because our sales force can personally educate consumers on the quality and benefits of our products, differentiating them from our competitors' offerings. In 2024, our top-selling product lines by revenue in this category were *ageLOC TRME*, *LifePak* and *Beauty Focus*. Our ageLOC wellness products accounted for 46% of our wellness product category revenue and 20% of our total revenue in 2024.

Product Development

We are committed to developing and marketing innovative products. We have several products in development, including next-generation skin care products, nutritional supplements and devices. In our research and product development, we leverage the three disciplines of science, technology and sourcing to create innovative products that address consumer needs.

Our research and product development activities include:

- Global consumer research to identify needs and insights and refine product concepts;
- Internal research, product development, clinical validation, regulatory due diligence and quality testing;
- Joint research projects, collaborations and clinical studies; and
- Identification and assessment of technologies for potential licensing arrangements.

We maintain research and product development facilities in the United States and Mainland China. We also contract with third parties for clinical studies and collaborate on basic research projects with researchers from universities and other research institutions in the United States, Europe, Australia and Asia, whose staffs include scientists with basic research expertise in, among others, natural product chemistry, biochemistry, dermatology, nutrition, pharmacology and clinical studies.

We also work to identify and assess innovative technologies developed by third parties for potential licensing, supply or acquisition arrangements. Because of the nature of our distribution channel, which allows us to provide a high level of product information on a person-to-person basis, we often have third parties who are interested in licensing innovative technologies to us to incorporate into our products and commercialize through our distribution channel. Licensing arrangements allow us to leverage the research activities of third parties that have provided demonstrated technologies, clinical support and/or proprietary innovation, without all of the upfront costs and uncertainty associated with internal development. We have also invested in acquisitions to supplement our research capabilities and to acquire technologies.

Intellectual Property

Our trademarks are registered in the United States and in markets where we operate, and we consider trademark protection to be very important to our business. Our major trademarks include Nu Skin®, our fountain logos, Pharmanex®, ageLOC®, our ageLOC logos, LifePak®, Galvanic Spa® (registered outside of the United States), TRME®, Epoch®, LumiSpa®, Nutricentials®, WellSpa iO® (registered outside of the United States), ageLOC Boost® (registered outside of the United States) and MYND360™ (registration pending in the United States). In addition, a number of our products, including our facial spas, ageLOC WellSpa iO, Nu Skin RenuSpa iO, ageLOC Body Spa, LumiSpa, ageLOC Boost, TRME and Pharmanex BioPhotonic Scanner, are based on proprietary technologies and designs, some of which utilize patented technologies and/or technologies licensed from third parties. We also rely on patent and trade secret protection to protect our proprietary technology and other proprietary information for some of our ageLOC products and other products.

Sourcing and Production

For markets other than Mainland China, in 2024, we sourced most of our beauty and wellness products from trusted third-party suppliers and manufacturers, and approximately 22% from our manufacturing subsidiaries. Our manufacturing entities also provide a cost of goods sold benefit and help us to maintain a more consistent supply source. In Mainland China, we operate manufacturing facilities where we produce the majority of our beauty and wellness products sold in Mainland China. We also produce some products at these facilities that are exported to other markets.

In 2024, one of our manufacturing subsidiaries and none of our third-party suppliers accounted for more than 10% of our product purchases. We procure some of our products and ingredients from single vendors that may own or control the product formulations, ingredients, or other intellectual property rights associated with the products or ingredients. While we generally maintain good relationships with our suppliers, in the event we become unable to source any products or ingredients from our current suppliers, we believe that we would be able to locate alternative vendors, use substitute ingredients, or develop and manufacture alternative products and source them from other suppliers, as applicable. Please refer to Item 1A. Risk Factors for a discussion of risks and uncertainties associated with our supplier relationships and with the sourcing of raw materials and ingredients.

Our manufacturing subsidiaries are owned by our Rhyz business arm. We plan to continue making strategic acquisitions going forward, as we believe these acquired companies allow us to diversify and vertically integrate our business. We also leverage their expertise to enhance our innovation, sustainability, speed to market and supply chain capabilities. In addition to the products and services provided to our core Nu Skin business, our Rhyz companies continue to operate outside of our core Nu Skin business, generating $286.6 million in revenue from sales to external customers in 2024.

DISTRIBUTION CHANNEL

Our Nu Skin business operates in the direct selling channel, primarily utilizing person-to-person marketing to promote and sell our products. We believe that direct selling, which has traditionally relied on face-to-face, word-of-mouth marketing, is currently being impacted by the convergence of social commerce, influencer and affiliate marketing, the growing gig economy and expanding product marketplaces. These macroeconomic shifts have also disrupted traditional advertising and retail business practices, as well as e-commerce generally, in favor of socially enabled and direct-to-consumer models. The COVID-19 pandemic further accelerated disruption across many industries by causing migration to remote work, gig engagement and online shopping.

We endeavor to transform and adapt our business to these trends by helping our sales force to become more socially enabled and empowered to grow their businesses online. In addition, we are developing more robust approaches to help our sales force attract and develop affiliate marketers. We are currently working through a significant digital transformation in our business to achieve these objectives. This transformation involves the development of new and enhanced digital tools for our Sales Leaders and consumers, including new digital apps and an improved website design and e-commerce functionality. Our products also have served an important role in our social commerce strategy as we have developed products that are shareable and demonstrable on social media platforms. Products continue to play an important role as we transform to a more digital and socially enabled business; in particular, we believe that connected devices will provide data on consumer behaviors and needs that will engender a more personalized experience for our consumers and create improved brand loyalty. We also are exploring ways to attract affiliates and consumers through third-party product marketplace partnerships, influencer partnerships and paid search initiatives, as well as enhancing our sales compensation plan in ways that we believe will allow us to better compete in the rapidly expanding affiliate gig and sharing economies.

Our digital transformation has required significant expenditures, and it will continue to require significant expenditures over the next several years. Our digital transformation, affiliate marketing and social sharing also present certain risks and challenges to our business, and some social media platforms impose restrictions or prohibitions on content related to multi-level marketing. For further information, see Item 1A. Risk Factors.

We believe our direct selling distribution channel is an effective vehicle to distribute our products because:

- our sales force has rapid reach to potential customers through their social networks and the social networks of those to whom they are connected;
- our sales force can personally educate and share company content with consumers about our products, which we believe is more effective for differentiating our products than using traditional mass-media advertising;
- our distribution channel allows for personalized product demonstrations and trial by potential consumers;
- our distribution channel allows our sales force to provide personal testimonials of product efficacy;
- as compared to other distribution methods, our sales force has the opportunity to provide consumers higher levels of personalized service based on consumers' needs, including through providing personalized purchasing offers, discounts and regimens;
- as compared to other distribution methods, our sales force knows their customers and can foster loyalty through data-driven customer-relationship management and our subscription program;
- prospecting for customers via social networks (both offline and online) allows affiliates and the company to attract a potentially wider audience of customers who would not typically seek out similar products in a standard retail or e-commerce marketplace; and
- flexible and targeted compensation structures allow affiliates and the company to quickly enhance focus on specific products based on geographic, demographic, and seasonal needs and opportunities, as well as specific segments of customers, affiliate marketers and business builders.

While our person-to-person marketing philosophy remains consistent globally, various aspects of our business may differ from market to market, including product mix and pricing, customer type mix, the manner and tools used to engage potential customers, social media and third-party platforms, compensation and rewards structure, the manner and tools used to engage potential affiliates (including programs and incentives), potential influencer partnership structures, access to distribution outlets or product stores, the manner of getting products to consumers, product claims, branding and product formulations. In addition, in Mainland China we have implemented a business model that, unlike the business model we use in our other markets, utilizes retail stores, sales employees, independent direct sellers and independent marketers to market and sell our products.

Given that members of our sales force are independent contractors in most markets, we do not control or direct their business decisions or promotional efforts. We do, however, require that our sales force abide by policies and procedures that require them to act in an ethical and consumer-protective manner and in compliance with applicable laws and regulations. As a member of direct selling associations globally, we promote and abide by the industry's codes of ethics and consumer-protective standards to support and protect those who sell and purchase our products through the direct selling channel.

In all of our markets besides Mainland China, we refer to members of our independent sales force as "Brand Affiliates" because their primary role is to promote our brand and sell products through their personal and social networks.

Consumer Group and Sales Network

Our Nu Skin business's distribution channel is composed of two primary groups: our consumer group—individuals who buy our products primarily for personal or family consumption and share products with friends and family; and our sales network—individuals who personally buy, use and resell products, and who also attract new consumers, and recruit, train and develop new sellers. We strive to develop and grow both our consumer group and our sales network. Our strategy for growing our consumer group is to offer high-quality, personalized, innovative products that provide demonstrable benefits. Our strategy for growing our sales network is to provide a business opportunity for those persons who demonstrate the desire and ability to develop both a consumer group and a team of sellers, including through sales compensation, incentives and recognition.

To monitor the growth trends in our consumer group, we track the number of persons who purchased directly from the company during the previous three months ("Customers"). Our Customer numbers include members of our sales force who made such a purchase, including Paid Affiliates and those who qualify as Sales Leaders (each as defined below), but they do not include consumers who purchase directly from members of our sales force. We believe a significant majority of Customers purchase our products primarily for personal or family consumption but are not actively pursuing the opportunity we offer to generate supplemental income by actively and consistently marketing and reselling products.

To monitor the growth in our sales network, we track the number of Paid Affiliates and Sales Leaders, which are defined as follows:

- "Paid Affiliates" are any Brand Affiliates, as well as members of our sales force in Mainland China, who earned sales compensation during the previous three months. As we continue to focus on customer acquisition, our Paid Affiliates, who primarily share products, are a bridge to attracting new customers and nurturing relationships and community. Paid Affiliates power our social commerce model and are an important indicator of consumer purchasing activity in our business.
- "Sales Leaders" are the three-month average of our monthly Brand Affiliates, as well as sales employees and independent marketers in Mainland China, who achieved certain qualification requirements as of the end of each month of the quarter.

The following chart sets forth information concerning our Customers, Paid Affiliates and Sales Leaders for the last three years.

Total Number of Customers, Paid Affiliates and Sales Leaders by Region

	Three Months Ended December 31,		
	2024	**2023**	**2022**
Customers			
Americas	227,556	231,183	299,287
Southeast Asia/Pacific	82,956	106,471	141,183
Mainland China	150,731	207,276	202,933
Japan	110,069	113,670	119,152
Europe & Africa	133,306	163,178	197,917
South Korea	81,301	103,151	123,749
Hong Kong/Taiwan	46,053	52,110	62,903
Total Customers	831,972	977,039	1,147,124
Paid Affiliates			
Americas	28,361	31,910	42,633
Southeast Asia/Pacific[(1)]	26,310	34,404	38,653
Mainland China	22,125	25,889	23,436
Japan	22,318	22,417	38,021
Europe & Africa	16,860	18,888	31,869
South Korea[(1)]	17,939	22,166	45,058
Hong Kong/Taiwan	10,961	11,212	17,286
Total Paid Affiliates	144,874	166,886	236,956
Sales Leaders			
Americas	6,778	7,126	9,594
Southeast Asia/Pacific	5,288	6,418	6,999
Mainland China	8,969	11,296	12,359
Japan	6,780	7,086	5,936
Europe & Africa	3,343	3,968	4,740
South Korea	3,343	5,249	6,094
Hong Kong/Taiwan	2,411	2,916	3,015
Total Sales Leaders	36,912	44,059	48,737

(1) The December 31, 2024 number is affected by a change in eligibility requirements for receiving certain awards within our compensation structure, to more narrowly focus on those affiliates who are actively building a consumer base. See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—"Southeast Asia/Pacific," and "South Korea," for more information.

Global Direct Selling Channel

Outside of Mainland China, individuals can elect to participate in our business as follows:

- "Brand Affiliate-Direct Consumers"—Individuals who purchase products directly from a Brand Affiliate at a price established by the Brand Affiliate.
- "Company-Direct Consumers"—Individuals who purchase products directly from the company. These consumers are typically referred by a Brand Affiliate and may purchase at retail price or at a discount. These individuals do not have the right to build a Nu Skin business by reselling products or by recruiting others.
- "Basic Brand Affiliates"—Brand Affiliates who purchase products for personal or family use or for resale to other consumers. These individuals are eligible to receive certain compensation under our global sales compensation plan by selling product, and/or when an affiliate they recruited sells product to a consumer, but they are not eligible for other compensation unless they elect to qualify as a Sales Leader. We consider these individuals to be part of our consumer group, as we believe a significant majority of these Brand Affiliates are purchasing products for personal use and not actively building a sales network or consumer base.
- "Sales Leaders and Qualifiers"—Brand Affiliates who have qualified or are trying to qualify as a Sales Leader. These Brand Affiliates have elected to pursue the business opportunity as a Sales Leader and are actively attracting consumers and building a sales network under our global sales compensation plan. These Sales Leaders and Qualifiers constitute our sales network.

To become a Brand Affiliate, an individual signs a Brand Affiliate agreement and receives access to a business portfolio, which is free in most markets. In some markets, we charge a small fee for the business portfolio. The business portfolio generally consists of documentation concerning the business, including copies of the sales compensation plan, Brand Affiliate policies and procedures, product catalog and other documentation, but it does not include products. There are no requirements to purchase products to become a Brand Affiliate, and no commissions are paid on any purchase of a business portfolio.

We offer a generous product return policy, which also includes returns of business support materials. In most markets, we offer a return policy that allows our Brand Affiliates to return unopened and unused items for up to 30 days for a full refund, or 12 months subject to a 10% restocking fee. Brand Affiliates are not required to terminate their accounts to return product. Actual returns have historically been less than 5% of annual revenue. We believe our generous return policy minimizes the financial risks associated with being a Brand Affiliate.

In addition to our product return policy, we strive to be as protective of our customers as possible. We seek to ensure that those who use our products or participate in our business opportunity are treated fairly and are not misled by inappropriate product or earnings claims.

There are two fundamental ways in which our Brand Affiliates can earn money:

- through retail markups on resales of products purchased from the company; and
- through sales compensation earned on the sale of products under our global sales compensation plan.

We believe that our global sales compensation plan is among the most generous in the direct selling industry and is one of our competitive advantages. Our Brand Affiliates can receive sales compensation for product sales from the company to their own consumer groups. Likewise, our Sales Leaders can receive sales compensation under our global sales compensation plan for product sales from the company to their own consumer groups, as well as for product sales from the company to other Sales Leaders and their consumer groups. This type of sales compensation is often referred to as "multi-level" compensation. Our sales force is not required to recruit or sponsor other Brand Affiliates, and we do not pay any sales compensation for recruiting or sponsoring. While all of our Brand Affiliates can sponsor other Brand Affiliates at any time, our Sales Leaders and those in qualification to become Sales Leaders are those who generally are the most active in sponsoring other Brand Affiliates. Pursuant to our global sales compensation plan, we pay consolidated sales compensation in a Sales Leader's home market, in local currency, for product sales in the Sales Leader's own consumer group and for product sales made in the Sales Leader's team of Sales Leaders across all geographic markets.

Mainland China Business Model

Because of restrictions on direct selling and multi-level commissions in Mainland China, we have implemented a business model for that market that is different from the business model we use in our other markets. We have structured our business model in Mainland China based on several factors: the guidance we have received from government officials, our interpretation of applicable regulations, our understanding of the practices of other international direct selling companies operating in Mainland China, and our understanding as to how regulators are interpreting and enforcing the regulations. The regulatory environment in Mainland China continues to be challenging and restrictive. We will evaluate potential changes to the structure of our sales compensation in Mainland China to address the evolving commercial environment and, as the need arises, the evolving regulatory environment. Any such changes could have a negative impact on our sales in that market.

In Mainland China, we utilize sales employees to sell products through our retail stores, website and digital platforms; independent direct sellers, who can sell away from our stores where we have a direct selling license and a service center and can also sell through our website and digital platforms; and independent marketers, who are licensed business owners authorized to sell our products at their own approved premises or through our stores, website and digital platforms. (As used in the foregoing sentence, our digital platforms include not only those owned or run by our company but also a platform operated by a third party on which we have registered a flagship store.) We rely on our sales employees, independent direct sellers and independent marketers to attract new consumers, promote repeat purchases, and educate our sales force about our products, culture and policies through training meetings.

Our sales employees, independent direct sellers and independent marketers in Mainland China do not participate in our global sales compensation plan but are instead compensated according to a separate compensation model established for Mainland China, which is separate and different from our global compensation plan. Independent direct sellers and sales employees who have not achieved certain qualification requirements receive monthly bonuses based on their monthly product sales. Sales employees who achieve qualification requirements and independent marketers earn (1) monthly bonuses based on their monthly product sales and other bonuses based on various performance metrics; and (2) a salary (for sales employees, consisting of position pay and performance pay) or a service fee (for independent marketers). The salary or service fee and position/title are reviewed and adjusted quarterly based on their performance relative to other sales leaders, taking into account such factors as the sales productivity of the Sales Leader him/herself and of the sales force that such Sales Leader trains, collaborates with, supports and services. We utilize our global system to track and assess the sales productivity of each Sales Leader him/herself and the sales force that such Sales Leader trains, collaborates with, supports and services in setting his/her salary or service fee and in connection with the evaluation of their position/title. We generally compensate our Mainland China Sales Leaders at a level that is competitive with other direct selling companies in the market and comparable to the compensation of our Sales Leaders globally.

Operating in Mainland China entails certain risks and uncertainties to our business, as discussed further in Item 1. Business—"Regulation" and Item 1A. Risk Factors. We endeavor to mitigate these risks and uncertainties through various measures, including by seeking to understand and obey laws and regulations, training our employees and sales force, engaging in dialogue with government officials to better understand their goals and explain our plans, and cooperating in inquiries and other matters of interest to regulators. However, these efforts do not eliminate the significant risks associated with operating in Mainland China.

Our global sales compensation plan and our Mainland China business model, including our related know-how, processes and systems, play a significant role in helping us to attract and incentivize our sales force. We have strategically developed and refined our global sales compensation plan and our Mainland China business model to distinguish the business opportunity that we offer from those of other companies and to seek to provide us with a competitive advantage.

Sales Incentives, Meetings, Recognition and Training

An important part of our distribution channel is motivating our Sales Leaders and recognizing their achievements. We hold regular meetings and events globally to recognize Sales Leaders who have achieved various levels of success in our business. These meetings, which may be held either virtually or in-person, also allow the company and key Sales Leaders to provide training to other Sales Leaders. We utilize a variety of sales incentives such as incentive trips to motivate Sales Leaders. In addition to rewarding performance, incentive trips provide Sales Leaders and the company opportunities to share best practices, set goals, generate alignment of Sales Leaders around key initiatives, and provide a high level of motivation and team building.

Product Launch Process

Prior to making a product generally available for purchase in a market, we often do one or more introductory offerings of the product, such as a preview of the product to our Sales Leaders or other product introduction or promotion. We refer to the entire process, beginning with the introductory offering through general availability of the product, as a product launch or our product launch process. The timing of the launch of a particular product often varies from market to market depending on such factors as customer demand, affiliate brand focus, product registration or other local legal requirements, and product availability in our supply chain.

Sales Leader previews and other product introductions and promotions sometimes generate significant activity and a high level of purchasing, which can result in a higher-than-normal increase in revenue during the quarter and skew year-over-year and sequential comparisons. We believe our product launch process attracts new Customers, Paid Affiliates and Sales Leaders to our business, increases consumer trial, and provides us with important marketing and forecasting information about our products. Please refer to Item 1A. Risk Factors for more information on risks related to our product launch process.

GEOGRAPHIC REGIONS

We currently sell and distribute our Nu Skin business's products in nearly 50 markets. We have divided these markets into seven segments: Mainland China; South Korea; Southeast Asia/Pacific, which includes Indonesia, Malaysia, the Philippines, Singapore, Thailand, Vietnam, Australia, New Zealand and other markets; Americas, which includes Canada, Latin America and the United States; Japan; Hong Kong/Taiwan, which also includes Macau; and Europe & Africa, which includes markets in Europe as well as South Africa. Our Rhyz business arm also includes two additional segments: Manufacturing and Rhyz Other. The following table sets forth the revenue for each of the segments and the Other category for the last three years.

	Year Ended December 31,					
(U.S. dollars in millions)	**2024**		**2023**		**2022**	
Nu Skin						
Americas	$ 322.5	19%	$ 398.2	20%	$ 508.5	23%
Southeast Asia/Pacific	244.8	14	267.2	14	344.4	16
Mainland China	235.2	14	298.1	15	360.4	16
Japan	181.6	10	207.8	10	224.9	10
Europe & Africa	164.2	9	192.4	10	204.3	9
South Korea	163.7	9	236.1	12	268.7	12
Hong Kong/Taiwan	130.6	8	153.6	8	157.2	7
Other	2.9	—	(0.9)	—	4.0	—
Total Nu Skin	1,445.5	83	1,752.5	89	2,072.4	93
Rhyz						
Manufacturing	201.4	12	181.4	9	149.5	7
Rhyz Other	85.2	5%	35.2	2%	3.8	—
Total Rhyz	286.6	17	216.6	11	153.3	7
Total	$ 1,732.1	100%	$ 1,969.1	100%	$ 2,225.7	100%

Additional comparative revenue and related financial information is presented in Note 16 to the consolidated financial statements contained in this report.

REGULATION

Our business is subject to various laws and regulations globally, particularly with respect to our direct selling business models and our product categories. In addition, as a United States entity operating through subsidiaries in foreign jurisdictions, we are subject to foreign exchange control, transfer pricing and customs laws that regulate the flow of funds between us and our subsidiaries and for product purchases, management services and contractual obligations, such as the payment of sales commissions. As is the case with most companies in our industry, we receive inquiries from time to time from government regulatory authorities regarding the nature of our business and other issues, such as compliance with local direct selling, transfer pricing, customs, taxation, foreign exchange control, securities and other laws.

Direct Selling Regulations

Direct selling is regulated by various national, state and local government agencies in the United States and foreign markets. These laws and regulations are generally intended to prevent fraudulent or deceptive schemes, including "pyramid" schemes, which compensate participants primarily for recruiting additional participants without significant emphasis on product sales to consumers. The laws and regulations in our current markets generally:

- impose requirements related to order cancellations, product returns, inventory buy-backs and cooling-off periods for our sales force and consumers;
- require us, or our sales force, to register with government agencies;
- impose limits on the amount and type of sales compensation we can pay;
- impose reporting requirements; and
- require that our sales force is compensated for sales of products and not for recruiting others.

The laws and regulations governing direct selling may be modified or reinterpreted from time to time, which may cause us to modify our sales compensation and business models. In almost all of our markets, regulations are subject to discretionary interpretation by regulators and judicial authorities. There is often ambiguity and uncertainty with respect to the state of direct selling and anti-pyramiding laws and regulations. In the United States, for example, federal law provides law enforcement agencies, such as the Federal Trade Commission ("FTC"), broad latitude in policing unfair or deceptive trade practices, but does not provide a bright-line test for identifying a pyramid scheme. A number of states have passed legislation that more clearly distinguishes between illegal pyramid schemes and legitimate multi-level marketing business models. During the past several years, settlements and other judicial orders between the FTC and other direct selling companies and guidance from the FTC have addressed inappropriate earnings and lifestyle claims, problematic compensation structures and the importance of focusing on consumers. In addition, in 2025, the FTC issued a Notice of Proposed Rulemaking ("NPR") and an Advanced Notice of Proposed Rulemaking ("ANPR") regarding potential rules governing earnings claims for multi-level marketers. The NPR proposes to prohibit multi-level marketers from making deceptive earnings claims, and it would require them to have written substantiation to back up any earnings claims and make that substantiation available to consumers upon request. The ANPR indicates that the FTC is considering additional restrictions on earnings claims and recruiting by multi-level marketers. For more information about these matters, other regulatory actions, and their potential impact on our business, see Item 1A. Risk Factors—"Challenges to the form of our network marketing system or to our business practices have harmed and could continue to harm our business" and "Direct selling laws and regulations vary globally, are subject to interpretation or change, and may prohibit or severely restrict direct selling and cause our revenue and profitability to decline."

The regulatory environment in Mainland China is particularly complex and continues to evolve. Mainland China's direct selling and anti-pyramiding regulations contain various restrictions, including a prohibition on the payment of multi-level compensation. The regulations are subject to discretionary interpretation by state, provincial and local regulators as well as local customs and practices. Regulators continue to act cautiously as they monitor the development of direct selling in Mainland China. To expand our direct selling model into additional provinces in Mainland China, we currently must obtain a series of approvals from the local Department of Commerce in such provinces, the Shanghai Municipal Commission of Commerce (our supervisory authority), as well as the Ministry of Commerce, PRC ("MOFCOM"), which is the national governmental authority overseeing direct selling. In the course of obtaining these approvals, the respective authorities under MOFCOM must also consult and seek opinions on our business operations from the Ministry of Public Security and the Administration for Market Regulation at both provincial and state levels. Government authorities have not been issuing new licenses for direct selling since 2019.

Our operations in Mainland China are subject to significant government and media scrutiny and investigations. At times, investigations and other regulatory actions have limited our ability to conduct business in Mainland China. For example, the government's scrutiny of activities within the health products and direct selling industries has been at higher levels since 2019, when the government conducted a 100-day campaign to review and inspect the health products and direct selling industries following negative media coverage about healthcare-related product claims made by another direct selling company in Mainland China. During this time, we have been receiving and addressing an increased number of government reviews, inspections, and inquiries and consumer complaints in Mainland China; our ability to hold certain business meetings has been limited; and negative media coverage has spread to include additional companies, including ours. Another example occurred in 2014. In response to media and government scrutiny of our Mainland China business in 2014, we voluntarily took a number of actions in Mainland China, including temporarily suspending our business meetings, temporarily suspending acceptance of applications for any new sales representatives, and extending our product refund and return policies. These voluntary measures and the adverse publicity had a significant negative impact on our business. We face a risk that future investigations and other regulatory actions may result in fines, revocation of licenses or other significant sanctions.

Several markets, including Mainland China, South Korea, Indonesia and Vietnam, impose limits on the amount of sales compensation we can pay to our sales force. For example, under regulations in Mainland China, direct selling companies may pay independent direct sellers in Mainland China up to a maximum 30% of the revenue they generate through their own sales of products to consumers. Additionally, in South Korea, local regulations limit sales compensation to 35% of the total price of goods or services supplied in South Korea. We have implemented various measures to comply with these limits.

In some markets, regulations applicable to the activities of our Sales Leaders may affect our business because we are, or regulators may assert that we are, responsible for our Sales Leaders' conduct. In these markets, regulators may request or require that we take steps to ensure that our Sales Leaders comply with local regulations. For example, in Japan, we have taken steps to comply with strict requirements regarding how Brand Affiliates approach prospective customers. From time to time, we receive information from consumer centers in certain prefectures about the number of general inquiries and complaints about us and our Brand Affiliates, and we also sometimes receive warnings to reduce such complaints. Based on this information, we continually evaluate and enhance our Brand Affiliate compliance, education and training efforts in Japan.

Our sales force is required to comply with work authorization and other local legal requirements prior to working in a market. Some markets, including Mainland China and Vietnam, also prohibit or restrict participation of overseas personnel or foreigners in direct selling activities. We have implemented policies that are designed to comply with these regulations and inform our sales force regarding the types of activities that are not permitted. However, we cannot ensure that actions of our sales force will not violate local laws or regulations or our policies.

Please refer to Item 1A. Risk Factors for more information on regulatory and other risks associated with our business.

Product Regulations

Our beauty and wellness products and related promotional and marketing activities are subject to extensive government regulation by numerous federal, state, and local government agencies and authorities, including the United States Food and Drug Administration (the "FDA"), the Federal Trade Commission (the "FTC"), the Consumer Product Safety Commission, the Department of Agriculture, United States and State Attorneys General, and state regulatory agencies in the United States, as well as the State Administration for Market Regulation in Mainland China, the Food and Drug Administration in Taiwan, the Ministry of Food and Drug Safety in South Korea, the Ministry of Health, Labour and Welfare in Japan, and similar government agencies in all other markets in which we operate. In the United States, the FDA, in particular, regulates the formulation, manufacture and labeling of over-the-counter ("OTC") drugs, cosmetics, dietary supplements, foods and medical devices such as those that we distribute.

Regulation of Beauty Products in the United States. Our beauty products are subject to various laws and regulations that regulate cosmetic and personal care products and set forth regulations that, among other things, determine whether a product can be marketed as a "cosmetic" or requires further submissions as an OTC drug. In the United States, the regulation of cosmetic content and labeling is under the primary jurisdiction of the FDA. Cosmetics are not subject to pre-market approval by the FDA, but their ingredients and their label and labeling content are regulated by the FDA, and those who sell cosmetics have the burden to ensure that they are safe for use as directed and not adulterated or misbranded. The labeling of cosmetic products is subject to the requirements of the Federal Food, Drug, and Cosmetic Act ("FDCA"), the Fair Packaging and Labeling Act and other FDA regulations. In 2024, the FDA began implementing portions of the Modernization of Cosmetics Regulation Act of 2022 ("MoCRA"). This implementation creates a greater burden for cosmetic manufacturer facility registration and audits, mandates product notifications for cosmetics, and mandates the reporting of serious adverse events to the FDA. Rollout of MoCRA is expected to continue for the coming years. Failure to correctly interpret and comply with the new requirements could lead to government actions against us and the associated impairment to our business.

The FDCA defines cosmetics by their intended use, as "articles intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the human body . . . for cleansing, beautifying, promoting attractiveness, or altering the appearance . . . ." Among the products included in this definition are skin moisturizers, perfumes, lipsticks, fingernail polishes, eye and facial makeup preparations, shampoos, permanent waves, hair colors, toothpastes and deodorants, as well as material intended for use as a component of a cosmetic product. A product may be considered a drug if it is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, or is intended to affect the structure or any function of the body ("structure/function claims"). A product's intended use can be inferred from marketing or product claims, and regulators may consider the marketing claims of our sales force. Structure/function claims are generally prohibited for cosmetic products as are disease prevention and treatment claims. The FDA prohibits certain ingredients from being included in cosmetic products. It is possible that cosmetic product ingredients now commonly in use may be restricted or prohibited in the future as more is learned about such ingredients.

In recent years, the FDA has issued warning letters to many cosmetic companies alleging improper structure/function claims regarding their cosmetic products, including, for example, product claims regarding gene activity, cellular rejuvenation, and rebuilding collagen. Cosmetic companies confront difficulty in determining whether a claim would be considered by the FDA to be an improper structure/function claim. Given this difficulty, and our research and product development focus on the sources of aging and the influence of certain ingredients on gene expression, there is a risk that we could receive a warning letter, be required to modify our product claims, or take other actions to satisfy the FDA if the FDA determines any of our marketing materials contain improper structure/function claims for our cosmetic products. In addition, plaintiffs' lawyers have filed class action lawsuits against some of our competitors after our competitors received these FDA warning letters. There can be no assurance that we will not be subject to government actions or lawsuits, which could harm our business.

Certain products, such as sunscreens and acne treatments, are classified as OTC drugs (and cosmetics, depending on claims) and have specific ingredient, labeling and manufacturing requirements. OTC drug products may be marketed if they conform to the requirements of an FDA-established OTC drug monograph that is applicable to that drug. Drug products not conforming to monograph requirements require an approved New Drug Application ("NDA") before marketing may begin. Under these provisions, if the agency were to find that a product or ingredient of one of our OTC drug products is not generally recognized as safe and effective or is not included in a final monograph that is applicable to one of our OTC drug products, we may be required to reformulate or cease marketing that product until it is the subject of an approved NDA or until the time, if ever, that the monograph is amended to include such product. The labeling of these products is subject to the requirements of the FDCA and the Fair Packaging and Labeling Act and other FDA regulations.

Regulation of Beauty Products in Other Markets. The other markets in which we operate have similar regulations. In Mainland China, beauty products, other than devices, are placed into one of two categories, "special-purpose cosmetics" and "general cosmetics." Products in both categories require adequate substantiation of efficacy, which must be made available to authorities prior to marketing a product and which can be reviewed and enforced upon at any time thereafter. The product registration process for some categories of beauty products in Mainland China takes three to six months to complete under the latest regulations governing cosmetics. Certain cosmetics are categorized as "special cosmetics" and carry a more unpredictable process and approval timing frequently in excess of two years. In Japan, the Ministry of Health, Labour and Welfare regulates the sale and distribution of cosmetics and requires us to have an import business license and to register each beauty product imported into Japan. In Taiwan, all "medicated" cosmetic products require registration. In South Korea, all "functional" cosmetics are required to either undergo examination by or be reported to the Ministry of Food and Drug Safety. The sale of cosmetic products is regulated in the European Union (the "EU") under the EU Cosmetics Regulation, which requires a uniform application for foreign companies placing finished beauty products on the European market. Similar regulations in any of our markets may limit our ability to import products or utilize key ingredients or technologies globally and may delay product launches while the registration and approval process is pending. Changing regulations may require us to stop selling, discontinue, or reformulate and re-register products in order to sell those products.

Regulation of Wellness Products in the United States. Our wellness products are also subject to applicable regulations of government agencies in the markets in which we operate. In the United States, we generally market our wellness products as conventional foods or dietary supplements. The FDA has jurisdiction over this regulatory area. The FDA imposes specific requirements for the labels and labeling of food and dietary supplements, including the requirements of the Food Allergen Labeling and Consumer Protection Act of 2004, which mandates declaration of the presence of major food allergens. In addition, the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 contains requirements with regard to the sale and importation of food products in the United States.

The FDA Food Safety Modernization Act ("FSMA"), which was signed into law in 2011, also increased the FDA's authority with respect to food safety and made significant changes to the FDCA with respect to strengthening the U.S. food safety system. It enables the FDA to focus more on preventing food safety problems rather than primarily reacting to problems after they occur. The law also provides the FDA with enforcement authority designed to achieve higher rates of compliance with prevention- and risk-based food safety standards and to better respond to and contain problems when they do occur. The law also gives the FDA important tools to hold imported foods to the same standards as domestic foods and directs the FDA to build an integrated national food safety system in partnership with state and local authorities. The FDA is actively enforcing FSMA requirements, subjecting food and nutritional supplements to increased regulatory scrutiny. Pursuant to FSMA, the FDA is authorized, among other things, to order mandatory recalls, issue "administrative detention" orders, and revoke manufacturing facility registrations (effectively preventing the operation of a food or dietary supplement manufacturing facility), and importers of foods and nutritional supplements are subject to Foreign Supplier Verification Program requirements.

The FDA regulates dietary supplements principally under the Dietary Supplement Health and Education Act of 1994 ("DSHEA"). DSHEA formally defines what may be sold as a dietary supplement, defines statements of nutritional support and the conditions under which they may lawfully be used, and includes provisions that permit the FDA to regulate manufacturing practices and labeling claims applicable to dietary supplements. Because most of our wellness products are regulated under DSHEA, we generally are not required to obtain regulatory approval prior to introducing a dietary supplement into the United States market. We are, however, obligated to notify the FDA, prior to marketing a product, of any structure/function claims that we intend to make about the product in any product-related materials.

Generally, under DSHEA, dietary ingredients that were on the market before October 15, 1994 may be used in dietary supplements without notifying the FDA. However, a "new" dietary ingredient (i.e., a dietary ingredient that was not marketed in the United States before October 15, 1994) must be the subject of a new dietary ingredient notification submitted to the FDA unless the ingredient has been "present in the food supply as an article used for food" without having been "chemically altered." The enforcement of the term "chemically altered" has and continues to evolve within the FDA. As such, an ingredient that is deemed today not to be "chemically altered" may be viewed otherwise in the future, which could lead to our being required to reformulate or cease marketing the product until such time that we can find a suitable replacement. A new dietary ingredient notification must provide the FDA with evidence of a "history of use or other evidence of safety" which establishes that use of the dietary ingredient "will reasonably be expected to be safe." A new dietary ingredient notification must be submitted to the FDA at least 75 days before the new dietary ingredient can be marketed. Under DSHEA, the FDA may seek to remove from the market any new dietary ingredient that the FDA determines to be unsafe. In addition, the FDA may also deem a dietary supplement an unapproved drug where the marketing claims made in connection with the sale or promotion of the product effectively place it in the drug category.

From time to time, efforts are made by some individuals or groups to repeal DSHEA. If this were to happen, significant burdens would be imposed on our product development, and the costs of running our business would increase significantly.

Regulation of Wellness Products Globally. In our foreign markets, nutritional supplements are generally regulated by similar government agencies, such as the Mainland China State Administration for Market Regulation; the South Korea Ministry of Food and Drug Safety; the Japan Ministry of Health, Labour and Welfare; and the Taiwan Department of Health. We typically market our wellness products in international markets as foods, health foods, dietary supplements, food supplements or other similar categorizations under applicable regulatory regimes. With few exceptions, in the event a product or ingredient is classified as a drug or pharmaceutical product in any market, we will generally not be able to distribute that product in that market through our distribution channel because of pre-market approvals and strict regulations applicable to drug and pharmaceutical products. Mainland China also has highly restrictive nutritional supplement product regulations. A vast majority of products marketed as "health foods" are subject to extensive laboratory and clinical analysis by government authorities, and the product registration process in Mainland China takes a minimum of two years and may be substantially longer. In some cases it has taken us four years or longer to obtain product registrations. A pre-market process has been established for a minority of "health foods," which allows products with only basic nutritional ingredients (some vitamins and minerals) to undergo a simplified approval process rather than the full registration process. We market both "health foods" and "general foods" in Mainland China. There is some risk associated with the common practice in Mainland China of marketing a product as a "general food" without any health food claims while applying to the authorities for "health food" classification. If government officials feel the categorization of our products is inconsistent with product claims, form of delivery, ingredients or function, this could end or limit our ability to market such products in Mainland China in their current form. In addition, we are not permitted to market or sell "general foods" through our direct sales channel in Mainland China and any efforts by our independent direct sellers to do so could result in negative publicity, fines and other government sanctions being imposed against us.

The markets in which we operate all have varied regulations that distinguish foods and nutritional supplements from "pharmaceutical products." Because of the varied regulations, some products or ingredients that are recognized as a "food" in certain markets may be treated as a "pharmaceutical" in other markets. In Japan, for example, if a specified ingredient is not listed as a "food" by the Ministry of Health and Welfare, we must either modify the product to eliminate or substitute that ingredient, or petition the government to treat such ingredient as a food. We experience similar issues in our other markets. This is particularly a challenge in Europe, where regulations often still differ from member state to member state, despite EU regulations designed to harmonize the laws of EU member states. Recent activity to harmonize national laws governing maximum vitamin and mineral levels could restrict our ability to continue using the current formulations of our products. With markets in the Association of Southeast Asian Nations ("ASEAN"), certain member states have amended some of their requirements in anticipation of the harmonization of ASEAN supplement regulations, even though these changes may not be identical to the eventual ASEAN requirements nor consistent with other member states. As a result, we often must modify the ingredients and/or the levels of ingredients in our products for certain markets or create unique formulations for multiple markets. In some circumstances, the regulations in foreign markets may require us to obtain regulatory approval prior to introduction of a new product or limit our use of certain ingredients altogether.

Because of negative publicity associated with some adulterated or misbranded supplements, including pharmaceutical drugs marketed as dietary supplements, there has been an increased movement in the United States and other markets to expand the regulation of dietary supplements, which could lead to additional restrictions or requirements in the future. In general, the regulatory environment is becoming more complex with increasingly stricter regulations each year.

Manufacturing Process. In 2007, and as subsequently updated under the regulations implementing the FSMA, the FDA established regulations to require current "good manufacturing practices" for dietary supplements and food products in the United States. The regulations ensure that dietary supplements and food products are produced in a quality manner, do not contain contaminants or impurities above pre-established levels, and are accurately labeled. The regulations include requirements for establishing quality control procedures for us and our vendors and suppliers, designing and constructing manufacturing plants, and testing ingredients and finished products throughout our supply chain. The regulations also include requirements for record keeping and handling consumer product complaints. If dietary supplements or food products contain contaminants or allergens or do not contain the type or quantity of dietary ingredient they are represented to contain, the FDA would consider those products to be adulterated or misbranded. Our business is subject to additional FDA regulations, such as new dietary ingredient regulations and adverse event reporting regulations that require us to document and track adverse events and report serious adverse events that involve hospitalization, permanent impairment or death associated with consumers' use of certain of our products. Compliance with these regulations has increased, and may further increase, the cost of manufacturing and selling certain of our products as we incur internal costs, oversee and inspect more aspects of third-party manufacturing and work with our vendors to assure they are in compliance and maintain accurate recordkeeping to establish controls. Failure to comply with good manufacturing practices could also result in product recalls.

Advertising and Product Claims. Most of our major markets also regulate advertising and product claims regarding the efficacy and quality of products and require adequate and reliable scientific substantiation of all claims. In most of our foreign markets, we are typically not able to make any "medicinal" claims with respect to our wellness products. In some cases, such regulations may limit our ability to inform consumers of some of the benefits our products offer.

In the United States, the FDA generally prohibits disease diagnosis, prevention and treatment claims when made for a dietary supplement. DSHEA, however, permits substantiated, truthful and non-misleading "statements of nutritional support" to be included in labeling for dietary supplements without FDA pre-approval. Such statements may describe how a particular dietary ingredient affects the structure, function or general well-being of the body, or the mechanism of action by which a dietary ingredient may affect the structure, function or well-being of the body, but such statements may not state that a dietary supplement will reduce the risk or incidence of a disease unless such claim has been reviewed and approved by the FDA. In addition, the FDA permits companies to use FDA-approved full and qualified health claims for products containing specific ingredients that meet stated requirements.

A company that uses a statement of nutritional support in labeling must possess evidence substantiating that the statement is truthful and not misleading. The FDA has issued guidance defining a manufacturer's obligations to substantiate structure/function claims. Such statements, when used in labeling, must also be submitted to the FDA no later than 30 days after first marketing the product with the statement that they possess the necessary evidence and must be accompanied by an FDA mandated label disclaimer that "This statement has not been evaluated by the FDA. This product is not intended to diagnose, treat, cure or prevent any disease." There can be no assurance, however, that the FDA or FTC will not determine that a particular statement of nutritional support that we want to use is an unacceptable disease claim or an unauthorized nutrient-disease relationship claim otherwise permitted with FDA approval as a "health claim" or that such claims have competent and reliable scientific evidence. Such a determination might prevent the use of such a claim or result in additional FDA enforcement.

From time to time, there are unfavorable media reports regarding dietary supplements, which call for the repeal or amendment of DSHEA. Individuals or groups that are opposed to supplements or question their safety or efficacy attempt, from time to time, to use these media reports to propose legislation intended to amend or repeal DSHEA. Some of the legislative proposals may include variations on premarket approval, enhanced premarket safety or substantiation required and changing the definition of a "dietary ingredient" to remove either botanicals or selected classes of ingredients now treated as dietary ingredients.

Most of the other markets in which we operate have not adopted legislation like DSHEA, and we may be subject to more restrictive limitations on the claims we can make about our products in these markets. For example, in Japan, our nutritional supplements are marketed as food products, which significantly limits our ability to make claims regarding these products. If marketing materials produced or used by us or our sales force globally make claims that exceed the scope of allowed claims for nutritional supplements, the FDA or other regulatory authorities could deem our products to be unapproved drugs. In Mainland China, we also face significant restrictions on our ability to make product claims regarding the efficacy of our products. Violations, alleged violations, or negative media attention related to our compliance with these restrictions could harm consumers' perception of our business and products and could negatively impact the registration, licensing status and sales of our products.

The FTC, which exercises primary jurisdiction over the advertising of all of our products in the United States, has instituted enforcement actions against dietary supplement, food, and cosmetic companies for, among other things, deceptive advertising and lack of adequate scientific substantiation for claims. We also face limitations on our use of the scientific experts who have helped us develop and test some of our products. In the United States, for example, the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising may restrict marketing to those results obtained by a "typical" consumer and require disclosure of any material connections between an endorser and the company or products they are endorsing. In Mainland China, some media outlets have questioned the nature and extent of our connections with our Scientific Advisory Board and others who have helped in developing our scientific approach or testing our products. This negative publicity could harm consumers' perception of our business and our products, which could negatively impact our revenue. We cannot be sure that the FTC, or comparable foreign agencies, will not question our advertising or other operations in the future.

In recent years, the FTC has initiated numerous investigations of and actions against companies that sell dietary supplements and cosmetic products. The FTC may enforce compliance with the law in a variety of ways, both administratively and judicially, using compulsory process, cease and desist orders, and injunctions. FTC enforcement can result in consent decrees or orders requiring, among other things, injunctive provisions, corrective advertising, consumer redress, and such other relief as the agency deems necessary to protect the public. Violation of these consent decrees or orders could result in substantial financial or other penalties. The FTC also sends warning letters as it monitors companies' activities. In addition, during 2023, the FTC sent notices of penalty offense to nearly 700 companies, including us, regarding the requirement of sufficient substantiation for product claims. Pursuant to the FTC's "penalty offense authority," companies that received the notice are expected to comply with the standards set in the FTC's prior administrative cases on this topic, and they could incur significant civil penalties if they or their representatives fail to do so. No assurance can be given that the FTC will not question our advertising or other operations in the United States in the future. Any action in the future by the FTC could materially and adversely affect our ability to successfully market our products in the United States.

In connection with investigations that occurred in the 1990s of certain alleged unsubstantiated product and earnings claims made by our Brand Affiliates, we entered into two consent decrees with the FTC and various agreements with state regulatory agencies. The consent decrees require us to, among other things, supplement our procedures to enforce our policies, not allow our Brand Affiliates to make earnings representations without making certain average earnings disclosures and not allow our Brand Affiliates to make unsubstantiated product claims. The FTC could initiate an enforcement action to the extent the FTC determines that our advertising or promotional practices are deceptive or contrary to the requirements of the consent decrees.

Regulation of Medical Devices. In 2014, our *Nu Skin Facial Spa* device was cleared for marketing through the 510(k) process with the FDA as a medical device with cosmetic benefit. More recently, our *RenuSpa iO* device was cleared for marketing through the FDA's 510(k) process. Medical devices are highly regulated by the FDA. Manufacturers of medical devices must register and list their products with the FDA annually, whether they are located domestically or overseas. Foreign jurisdictions may take note of the fact that we have registered a medical device in the United States and require us to register in their market as well. The FDA has broad regulatory powers in the areas of clinical testing, manufacturing and labeling of medical devices. Medical devices must be labeled in accordance with the FDA's general device labeling requirements and whatever particular label requirements the FDA may designate for that type of device.

In addition, medical device manufacturers must adhere to certain "good manufacturing practices" in accordance with the FDA's Quality System Regulation, which regulates the manufacture of medical devices, prescribes record-keeping procedures and provides for the routine inspection of facilities for compliance with such regulations. If in connection with these inspections, the FDA believes the manufacturer has failed to comply with applicable regulations and/or procedures, it may issue observations that would necessitate prompt corrective action. If the FDA inspection observations are not addressed and/or corrective action taken in a timely manner and to the FDA's satisfaction, the FDA may issue a warning letter (which would similarly necessitate prompt corrective action) and/or proceed directly to other forms of enforcement action. Failure to respond timely to FDA inspection observations, a warning letter or other notice of noncompliance and to promptly come into compliance could result in the FDA bringing enforcement action against us, which could include the shutdown of our production facilities, denial of importation rights to the United States for products manufactured in overseas locations and criminal and civil fines.

Our *Pharmanex BioPhotonic Scanner* and our current and future device products may be subject to the regulations of various health, consumer-protection and other government authorities around the world. These regulations vary from market to market and affect whether our products are required to be registered as medical devices, the claims that can be made with respect to these products, who can use them, and where they can be used. The interpretation of the line between medical devices and non-medical devices in each country is subjective and varied, as well as subject to change based on industry precedent, influence from the medical device sector, and other factors. Our connected devices are subject to specific testing, certification, and/or registration governing the connectivity to mobile devices. We have been required to register our *ageLOC Galvanic Facial Spa* and *ageLOC Body Spa* systems as medical devices in a few markets, and we also have received clearance from the FDA to market our *Nu Skin Facial Spa* and our *Nu Skin RenuSpa iO* devices for over-the-counter use. We have registered *ageLOC Boost* and *Nu Skin WellSpa iO* as medical devices in Thailand. We have been subject to regulatory inquiries in the United States, Japan and other markets with respect to the status of the *Pharmanex BioPhotonic Scanner* as a non-medical device. Any determination that medical device clearance is required for one of our products, in a market where we currently market and sell such product as a cosmetic or non-medical device, could require us to expend significant time and resources in order to meet the additional stringent standards imposed on medical device companies or prevent us from marketing the product.

Under applicable direct selling regulations in Mainland China, our *Pharmanex BioPhotonic Scanner*, *ageLOC LumiSpa*, *ageLOC Galvanic Facial Spa*, *ageLOC WellSpa iO* and *ageLOC Body Spa* systems are registered as "health care equipment" or "household appliances," which enables us to market and sell them through our direct sales channel in that market. The process for registering products for the direct sales channel in Mainland China is subject to delays. However, this process and registration requirement do not apply to all of our sales channels in Mainland China; although our independent direct sellers are prohibited from earning commissions by selling products that are not so registered, sales by our sales employees or independent marketers are not subject to this requirement. Please refer to Item 1A. Risk Factors for more information on the regulatory risks associated with our device products.

COMPETITION

Products

The markets for our products are highly competitive. Our competitors include a broad array of marketers of beauty and wellness products and pharmaceutical companies, many of which have longer operating histories and greater name recognition and financial resources than we do. We compete in these markets by emphasizing the innovation, value and premium quality of our products and the reach, convenience and customer servicing of our distribution system. The personal touch our sales force provides is a key differentiator in our approach to sharing products with and retaining consumers.

Direct Selling

We compete with other direct selling companies, some of which have a longer operating history and greater visibility, name recognition and financial resources than we do. Leading global direct selling companies include Amway, Natura & Co and Herbalife. We also compete with local direct selling companies in the markets in which we operate. We compete with these companies to attract and retain our sales force and consumers based on the strength of our product offerings, sales compensation, multiple business opportunities, management and international operations.

RHYZ COMPANIES

In addition to our core Nu Skin business, we also explore new areas of synergistic and adjacent growth through our business arm known as Rhyz Inc. Our Rhyz businesses, which are reported in two segments, primarily consist of the following consumer, technology and manufacturing companies:

Rhyz Manufacturing Segment:

- Elevate Nutraceuticals LLC, dba Elevate Health Sciences—a manufacturer of private-label dietary supplements.
- Ingredient Innovations International Company, dba 3i Solutions—a manufacturing technology company, making ingredients more bioavailable and shelf stable across food, beverage, supplements and personal care products.
- L&W Holdings, Inc., dba CasePak—a packaging company that consults with product developers to design and develop custom packaging.
- Wasatch Product Development, LLC—a developer and manufacturer of personal care products, dietary supplements and functional foods.

Rhyz Other Segment:

- Beauty Biosciences LLC—a beauty company that sells its products through digital and retail channels.
- LifeDNA, Inc.—a DNA assessment and recommendation technology company that we believe holds potential for our broader personalization strategy.

Until January 2025, the Rhyz Other segment additionally included MyFavoriteThings, Inc., dba Mavely, a social commerce platform. As previously announced, we sold this business in January 2025. Mavely accounted for $69.6 million of our 2024 reported revenue.

In 2024, the Rhyz companies generated $286.6 million, or 17%, of our 2024 reported revenue (excluding sales to our core Nu Skin business). Rhyz is a key component of our business, and these companies enable us to reduce our cost of goods, improve lead times, diversify our revenue mix, and create synergies for our owned and partner brands.

HUMAN CAPITAL RESOURCES

As of December 31, 2024, we had approximately 3,100 full- and part-time employees worldwide. This does not include approximately 8,200 sales employees in our Mainland China operations. Although we have statutory employee representation obligations in certain markets, our employees are generally not represented by labor unions except where expressly required by law. We believe that our relationship with our employees is good, and we do not foresee a shortage in qualified personnel necessary to operate our business.

Our human capital priorities include the following:

Capability—Hiring, Engagement, Development and Retention. We seek to hire and retain employees with the talents and capabilities to succeed at our company. The level of competition for qualified employees is high, owing to employment market trends both internationally and in Utah, where our corporate headquarters are located. These conditions have made it difficult to fill some job positions and retain employees. We address this issue by building a strong employer brand, allowing remote work options to reach potential employees in other locations, and providing competitive compensation and benefits. In addition, our hiring and retention efforts must be consistent with our overall business size and strategy. During 2024, we engaged in restructuring initiatives, in which we canceled some open job positions and reduced our employee headcount to enable us to operate more efficiently.

Developing our employees and keeping them engaged is crucial. We pursue these objectives by providing leadership training, encouraging managers to conduct one-on-one meetings with employees, holding town hall meetings to promote dialogue between management and employees, and reinforcing the Nu Skin Way to maintain an invigorating and attractive culture. We conduct a global employee experience survey every six months to obtain our employees' feedback, which helps to guide our human capital initiatives and to maintain robust employee engagement.

Culture—A High-Performance and High-Engagement Work Environment. All of our full- and part-time employees are responsible for upholding the Nu Skin Code of Conduct and for striving to follow the Nu Skin Way, our global culture aspiration, which includes the following principles:

- A force for good
- Accountable and empowered
- Bold innovators
- Customer obsessed
- Direct and decisive
- Exceptional
- Fast speed
- One global team

Inclusion. We believe an inclusive work environment allows us to benefit from unique perspectives and provides vitality, creativity, new ideas and growth. We are committed to being a force for good as we seek, develop, and empower diverse individuals and perspectives. We aspire to be a global community where every employee, entrepreneur, and consumer knows and feels they belong.

We have established employee resource groups to help ensure that under-represented populations feel welcome at Nu Skin, including people of color, women and LGBTQIA+ individuals. Our Healthy Workplace Policy also aims to cultivate a culture of mutual respect and to provide all employees a work environment free from harassment, discrimination and unprofessional behavior. Our employees receive training on their responsibility in this important area, and we make a Healthy Workplace Hotline available for employees to report concerns anonymously.

We also incorporate inclusion practices into our hiring process. We conduct training to create awareness of unintentional biases that may be present in the hiring process. We work to ensure the wording of our job postings is inclusive and utilize multiple broad-based candidate search engines to expand our talent pools and increase our access to diverse candidates.

Employee Health and Well-Being. Our employees' health and well-being is an essential component of our human capital management strategy. We established "The Best You" wellness program in the United States to improve the quality of each employee's physical, emotional, intellectual and financial wellness by encouraging and incentivizing healthy lifestyle practices through health screenings, prevention programs and education. Our employees also receive free product benefits, including our wellness products. Employees at our corporate headquarters also have access to an on-site gym, as well as our employee assistance program, which includes free counseling services. Employees in our global markets also receive benefits and other services focused on maintaining health and well-being.

Our Board's committees engage with our senior management and head of Human Resources regarding human capital management on a regular basis. Working with management, our Board's committees oversee and receive reports on matters including culture and inclusion, compensation, benefits, key talent succession planning and employee engagement. In addition, each year, our management reports to the Compensation and Human Capital Committee on management's annual assessment of risks related to our compensation policies and practices.

In addition to our employees, our human capital resources also include our sales force. For information about our sales force, see Item 1. Business —"Distribution Channel."

AVAILABLE INFORMATION

Our website address is www.nuskin.com. We make available, free of charge on our Investor Relations website, ir.nuskin.com, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC").

We also use our Investor Relations website, ir.nuskin.com, as a channel of distribution of additional Company information that may be deemed material. Accordingly, investors should monitor this channel, in addition to following our press releases, Securities and Exchange Commission filings and public conference calls and webcasts. The contents of our website shall not be deemed to be incorporated herein by reference.

We have adopted a Code of Conduct that applies to all of our employees, officers and directors, including those of our subsidiaries. Our Code of Conduct is available in the "Governance" section of our Investor Relations website at ir.nuskin.com. In addition, stockholders may obtain a copy, free of charge, by making a written request to Investor Relations, Nu Skin Enterprises, Inc., 75 West Center Street, Provo, Utah 84601. Any amendments or waivers (including implicit waivers) regarding the Code of Conduct requiring disclosure under applicable SEC rules or NYSE listing standards will be disclosed in the same section of our website.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Our executive officers as of February 14, 2025 are as follows:

Name	Age	Position
Steven J. Lund	71	Executive Chairman of the Board
Ryan S. Napierski	51	President and Chief Executive Officer
James D. Thomas	46	Executive Vice President and Chief Financial Officer
Chayce D. Clark	42	Executive Vice President and General Counsel
Steven K. Hatchett	53	Executive Vice President and Chief Product Officer
Justin S. Keisel	51	Executive Vice President and President of Global Sales

Steven J. Lund has served as Executive Chairman of our board of directors since 2012. Mr. Lund previously served as Vice Chairman of our board of directors from 2006 to 2012 and as President, Chief Executive Officer and a member of our board of directors from 1996, when we went public, until 2003. Mr. Lund is a trustee of the Nu Skin Force for Good Foundation, a charitable organization that our company established to help encourage and drive philanthropic efforts for our company, sales force and employees to enrich the lives of others. Mr. Lund worked as an attorney in private practice prior to joining our company as Vice President and General Counsel. He received a B.A. degree from Brigham Young University and a J.D. degree from Brigham Young University's J. Reuben Clark Law School.

Ryan S. Napierski has served as our Company's President since 2017 and as our CEO since 2021. Previously, he served as President of Global Sales and Operations from 2015 to 2017. Prior to serving in that position, he served as both President of our North Asia region since 2014 and President of Nu Skin Japan since 2010. Mr. Napierski has fulfilled multiple leadership positions for Nu Skin since joining our company in 1995, including Vice President of Business Development for Nu Skin EMEA and General Manager of the United Kingdom. Mr. Napierski has a Bachelor's degree in business, a Master of Business Administration degree from Duke University and a Master's degree in international business from Goethe Universitat in Germany.

James D. Thomas has served as our Chief Financial Officer since 2023. He previously served as our Senior Vice President and Chief Accounting Officer from 2019 until 2023 and as Vice President of Finance and Accounting from 2017 until 2019. Since joining Nu Skin in 2010, he also has served as Corporate Controller and as an Internal Auditor. Before joining Nu Skin, he worked as an assistant controller of another publicly reporting company and served in the assurance practice at PricewaterhouseCoopers LLP. Mr. Thomas holds B.S. and Master of Accounting degrees from Utah State University.

Chayce D. Clark has served as our Executive Vice President and General Counsel since 2021. Mr. Clark joined our company in 2015 as Assistant General Counsel and later served as Vice President and Deputy General Counsel before beginning his current role. Prior to joining our company, he was a litigation attorney in private practice in Salt Lake City, Utah. He received a B.S. degree from Southern Utah University and a J.D. degree from the University of Utah.

Steven K. Hatchett joined our company in 2018 and served as Senior Vice President of Global Manufacturing until 2021, when he began serving as Senior Vice President of Global Products. He became Executive Vice President and Chief Product Officer in 2022. From 2015 to 2018, he served as CEO of Elevate Health Sciences, a nutritional supplement manufacturer that our company acquired in 2018, at which time he began serving as President until December 2020. Previously, he served as vice president of manufacturing and product innovation at Forever Living Products, and as CEO and President at Cornerstone Research and Development.

Justin S. Keisel has served as our Executive Vice President and President of Global Sales since March 2024. Mr. Keisel first joined our company in 1998, where for 14 years he primarily worked in roles supporting growth in our North Asia and Southeast Asia markets. In 2012, Mr. Keisel accepted an offer to work for Rodan + Fields, where he held several positions from 2012 to 2019, serving most recently as vice president of global programs and field development from 2017 to 2019. Mr. Keisel returned to our company in 2019 as General Manager of our United States and Canada markets and served in that position until 2021, when he was promoted to President of our Americas region, the position he held until his March 2024 promotion. Mr. Keisel holds B.S. and M.B.A. degrees from Brigham Young University.

ITEM 1A. RISK FACTORS

Risk Factor Summary

We are providing the following summary of the risk factors contained in this Annual Report on Form 10-K to enhance the readability and accessibility of our risk factor disclosures. We encourage you to carefully review the full risk factors contained after this summary for additional information regarding the material factors that make an investment in our securities speculative or risky. These risks include the following:

Risks Associated with Direct Selling and Our Sales Force

- Challenges to the form of our network marketing system or to our business practices have harmed and could continue to harm our business.
- Direct selling laws and regulations vary globally, are subject to interpretation or change, and may prohibit or severely restrict direct selling and cause our revenue and profitability to decline.
- Improper sales force actions could harm our business.
- Social media platforms' decisions to prohibit, block or decrease the prominence of our sales force's content could harm our business.
- If our business practices or policies or the actions of our sales force are deemed to be in violation of applicable local regulations regarding foreigners, then we could be sanctioned and/or required to change our business model, which could significantly harm our business.
- Our sales compensation plans or other incentives could be viewed negatively by some of our sales force, could be restricted by government regulators, and could fail to achieve desired long-term results and have a negative impact on revenue.
- Limits on the amount of sales compensation we pay could inhibit our ability to attract and retain our sales force, negatively impact our revenue and cause regulatory risks.
- We may be held responsible for certain taxes, assessments and other requirements relating to the activities of our sales force, which could harm our financial condition and operating results.

Risks Associated with Market Conditions and Competition

- Inability of products, platforms, business opportunities and other initiatives to gain or maintain sales force and market acceptance could harm our business, and trends among older and younger generations of customers contribute to this risk.
- Difficult economic conditions could harm our business.
- Our markets are intensely competitive, and market conditions and the strengths of competitors may harm our business.
- Adverse publicity concerning our business, marketing plan, products or people could harm our business and reputation.
- Product diversion may have a negative impact on our business.

Risks Associated with Our Operations in Mainland China

- Our operations in Mainland China are subject to significant government scrutiny, and we could be subject to fines or other penalties.
- If direct selling regulations in Mainland China are modified, interpreted or enforced in a manner that results in negative changes to our business model or the imposition of a range of potential penalties, our business could be significantly negatively impacted.
- Our ability to expand our business in Mainland China could be negatively impacted if we are unable to obtain additional necessary national and local government approvals in Mainland China.
- If we are not able to register products for sale in Mainland China, our business could be harmed.

Risks Associated with Epidemics and Other Widespread Crises

- Epidemics and other crises have negatively impacted our business and may do so in the future.

International Risks

- Our ability to conduct business in international markets may be affected by political, legal, tax and regulatory risks.
- We are subject to financial risks as a result of our international operations, including exposure to foreign-currency fluctuations, currency controls and inflation in foreign markets, all of which could impact our financial position and results of operations.
- Changes to tariff and import/export regulations, and trade disputes between the United States and other jurisdictions may have a negative effect on global economic conditions and our business, financial results and financial condition.

Human Capital Risks

- If we are unable to retain our existing sales force and recruit additional people to join our sales force, our revenue may not increase and may even decline.
- We depend on our key personnel and Sales Leaders, and the loss of the services provided by any of our executive officers, other key employees or key Sales Leaders could harm our business and results of operations.

Risks Associated with Our Manufacturing and Operations

- Production difficulties, quality control problems, inaccurate forecasting, shortages in ingredients, and reliance on our suppliers could harm our business.
- The loss of or a disruption in our manufacturing, supply chain and distribution operations, or significant expenses or violations incurred by such operations, could adversely affect our business.
- Our business could be negatively impacted if we fail to execute our product launch process or ongoing product sales due to difficulty in forecasting or increased pressure on our supply chain, information systems and management.
- If we are unable to effectively manage our growth in certain markets, our business and operations could be harmed.
- System failures, capacity constraints and other information technology difficulties could harm our business.
- Any acquired companies or future acquisitions may expose us to additional risks.

Product Legal and Regulatory Risks

- Regulations governing our products, including the formulation, registration, pre-approval, marketing and sale of our products, could harm our business.
- Government regulations and private party actions relating to the marketing and advertising of our products and services may restrict, inhibit or delay our ability to sell our products and harm our business.
- Our operations could be harmed if we or our vendors fail to comply with Good Manufacturing Practices.
- If our current or any future device products are determined to be medical devices in a particular geographic market, or if our sales force uses these products for medical purposes or makes improper medical claims, our ability to continue to market and distribute such devices could be harmed, and we could face legal or regulatory actions.
- We may incur product liability claims that could harm our business.

Legal, Regulatory and Compliance Risks

- We may become involved in legal proceedings and other matters that could adversely affect our operations or financial results.
- Non-compliance or alleged non-compliance with anti-corruption laws could harm our business.
- A failure of our internal controls over financial reporting or our regulatory compliance efforts could harm our stock price and our financial and operating results or could result in fines or penalties.

Risks Associated with Taxes, Customs and Debt

- We are subject to changes in tax and customs laws, changes in our tax rates, the adoption of new U.S. or international tax legislation or exposure to additional tax liabilities, which could have a material and adverse impact on our effective tax rate, operating results, cash flows and financial condition.
- Government authorities may question our tax or customs positions or change their laws in a manner that could increase our effective tax rate or otherwise harm our business.
- A decline in our business could adversely affect our financial position and liquidity, and our debt covenants could limit our ability to pursue transactions or other opportunities that could be beneficial to our business.

Intellectual Property Risks

- We may be subject to claims of infringement on the intellectual property rights or trade secrets of others, resulting in costly litigation.
- If we are unable to protect our intellectual property rights or our proprietary information and know-how, our ability to compete could be negatively impacted and the value of our products could be adversely affected.

Data Security and Privacy Risks

- Failure to maintain satisfactory compliance with certain privacy and data protections laws and regulations, and the integrity of company, employee, sales force, customer or guest data, could expose us to litigation, liability, substantial negative financial consequences and harm to our reputation.
- The unauthorized access, use, theft or destruction of our information systems or of data that is stored in our information systems or by third parties on our behalf could impact our reputation and brand and expose us to potential liability and loss of revenues.

Sustainability Risks

- Our business could be negatively impacted by corporate citizenship and sustainability matters.

Risks Related to Our Common Stock

- The market price of our Class A common stock is subject to significant fluctuations due to a number of factors that are beyond our control.

Risk Factors

We face a number of substantial risks. Our business, financial condition or results of operations could be harmed by any of these risks. The trading price of our common stock could decline due to any of these risks, which should be considered together with the other items in this Annual Report on Form 10-K, including Item 1. Business and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Risks Associated with Direct Selling and Our Sales Force

Challenges to the form of our network marketing system or to our business practices have harmed and could continue to harm our business.

We have been, and may be in the future, subject to challenges and inquiries by government regulators regarding the form of our network marketing system. Legal and regulatory requirements concerning the direct selling industry generally do not include "bright line" rules and are inherently fact-based and subject to interpretation. As a result, regulators and courts have discretion in their application of these laws and regulations, and the enforcement or interpretation of these laws and regulations by government agencies or courts can change.

During the past several years, settlements and other judicial orders between the U.S. Federal Trade Commission ("FTC") and other direct selling companies and guidance from the FTC have addressed inappropriate earnings and lifestyle claims, problematic compensation structures and the importance of focusing on consumers. These developments have created ambiguity as to the proper interpretation of the law and related court decisions. The FTC has been active and aggressive in its enforcement activities, taking action in some cases to require other multi-level marketing companies to cease engaging in multi-level marketing or to modify their business models. Any adverse rulings or legal actions could impact our business if direct selling laws or anti-pyramid laws are interpreted more narrowly or in a manner that results in additional burdens or restrictions on direct selling companies. For example:

- In 2021, the FTC sent a notice to more than 1,100 companies, including us, that outlined several practices that the FTC determined to be unfair or deceptive in prior administrative cases. These practices relate to earnings claims, other money-making opportunity claims, and endorsements and testimonials. Pursuant to the FTC's "penalty offense authority," companies that received the notice are expected to comply with the standards set in the prior administrative cases and could incur significant civil penalties if they or their representatives fail to do so.

- In 2024, the FTC issued guidance concerning multi-level marketing. The guidance indicates an increasingly restrictive view of multi-level marketing, compensation structures, earnings claims and a company's protection from liability for claims made by members of its sales force.

- In 2025, the FTC issued a Notice of Proposed Rulemaking ("NPR") and an Advanced Notice of Proposed Rulemaking ("ANPR") regarding potential rules governing earnings claims for multi-level marketers. The NPR proposes to prohibit multi-level marketers from making deceptive earnings claims, and it would require them to have written substantiation to back up any earnings claims and make that substantiation available to consumers upon request. The ANPR indicates that the FTC is considering additional restrictions on earnings claims and recruiting by multi-level marketers.

Although we take steps to educate our sales force on proper claims, if members of our sales force make improper claims, or if regulators determine we are making any improper claims, this could lead to an FTC investigation and could harm our business. The FTC's increased scrutiny of earnings claims, as reflected in the NPR and ANPR, could lead to more FTC actions regarding improper claims, as well as new industry standards or new rules that could potentially limit our ability, and the ability of our sales force, to make earnings claims, which could harm our ability to grow our sales force.

In addition, any FTC proposed rules, guidance or enforcement actions could lead to new industry standards or new rules, or they could limit the levels in the network for which payments can be made, any of which could impact our business and require us to amend our global sales compensation plan. With a majority of our revenue in the United States coming from sales to retail customers and preferred customers, we believe that we can demonstrate consumer demand for our products, but this may not be sufficient under the FTC's increasingly restrictive view of multi-level marketing and we continue to monitor developments to assess whether we should make any changes to our business or global sales compensation plan. If we are required to make changes due to either rulemaking or an enforcement action against our company, our business could be harmed.

From time to time, we also are subject to challenges by private parties in civil actions. We are aware of civil actions against other direct-selling companies in the United States that have resulted in significant settlements, and any civil actions against us could similarly result in significant settlements. Allegations directed at us and our competitors regarding the legality of multi-level marketing in various markets and adverse media reports have also created intense public scrutiny of us and our industry. Consumer protection groups and organizations (such as the Better Business Bureau and Truth in Advertising) also generate media and regulatory scrutiny of companies in our industry through regulatory referrals and other channels of publicity. All of these actions and any future scrutiny of us or our industry could generate negative publicity or further regulatory actions that could result in fines, restrict our ability to conduct our business in our various markets, enter into new markets, motivate our sales force and attract consumers.

Direct selling laws and regulations vary globally, are subject to interpretation or change, and may prohibit or severely restrict direct selling and cause our revenue and profitability to decline.

Various government agencies throughout the world regulate direct sales practices. Laws and regulations in the United States, Japan, South Korea, Vietnam and Mainland China are particularly stringent and subject to broad discretion in enforcement by regulators. These laws and regulations are generally intended to prevent fraudulent or deceptive schemes, often referred to as "pyramid schemes," that compensate participants primarily for recruiting additional participants without significant emphasis on product sales to consumers. The laws and regulations in our current markets often:

- impose requirements related to sign-up, order cancellations, product returns, inventory buy-backs and cooling-off periods for our sales force and consumers;
- require us, or our sales force, to register with government agencies;
- impose limits on the amount and type of sales compensation we can pay;
- impose reporting requirements; and
- require that our sales force is compensated for selling products and not for recruiting others.

Complying with these widely varying and sometimes inconsistent rules and regulations can be difficult, time-consuming and expensive, and requires significant resources. The laws and regulations governing direct selling are modified from time to time, and like other direct selling companies, we are subject from time to time to government inquiries and investigations in our various markets related to our direct selling activities. This can require us to make changes to our business model and aspects of our sales compensation plan in the markets impacted by such changes and investigations. For example, in 2025, the FTC issued a Notice of Proposed Rulemaking ("NPR") and an Advanced Notice of Proposed Rulemaking ("ANPR") regarding potential rules governing earnings claims for multi-level marketers. The NPR proposes to prohibit multi-level marketers from making deceptive earnings claims, and it would require them to have written substantiation to back up any earnings claims and make that substantiation available to consumers upon request. The ANPR indicates that the FTC is considering additional restrictions on earnings claims and recruiting by multi-level marketers. In addition, markets where we currently do business could change their laws or regulations to prohibit direct selling. If we are unable to obtain necessary licenses and certifications within required deadlines or continue business in existing markets or commence operations in new markets because of these laws, our revenue and profitability may decline. Any delay could negatively impact our revenue.

Improper sales force actions could harm our business.

Sales force activities that violate applicable laws, regulations or policies, or that are alleged to do so, have harmed our business and reputation and resulted in government or third-party actions against us, and they could do so in the future.

For example, in 2014, allegations were made by various media outlets that certain of our sales representatives in Mainland China failed to adequately follow and enforce our policies and regulations. This adverse publicity, as well as a government review and actions that we voluntarily took to address the situation, resulted in a significant negative impact on our revenue and the number of Sales Leaders and Customers in the region. Similar or more extreme actions by government agencies in Mainland China or other markets in the future could have a significant adverse impact on our business and results of operations.

The direct selling industry in Japan continues to experience regulatory and media scrutiny, and other direct selling companies have been suspended from sponsoring activities. Japan imposes strict requirements regarding how Brand Affiliates approach prospective customers. From time to time, we receive information from consumer centers in certain prefectures about the number of general inquiries and complaints about us and our Brand Affiliates, and we also sometimes receive warnings to reduce such complaints. Based on this information, we continually evaluate and enhance our Brand Affiliate compliance, education and training efforts in Japan. However, we cannot be certain that our efforts will successfully prevent regulatory actions against us, including fines, suspensions or other sanctions, or that the company and the direct selling industry will not receive further negative media attention, all of which could harm our business.

Except in Mainland China, members of our sales force are not employees and act independently of us. The most significant area of risk for such activities relates to improper product claims and claims regarding the business opportunity of joining our sales force. For example, in 2021, the FTC sent a notice to more than 1,100 companies, including us, that outlined several practices that the FTC determined to be unfair or deceptive in prior administrative cases. These practices relate to earnings claims, other money-making opportunity claims, and endorsements and testimonials. Pursuant to the FTC's "penalty offense authority," companies that received the notice are expected to comply with the standards set in the prior administrative cases and could incur significant civil penalties if they or their representatives fail to do so.

We implement strict policies and procedures to help ensure our sales force complies with legal requirements. However, given the size of our sales force, we experience problems from time to time. For example, product claims made by some of our sales force in 1990 and 1991 led to a FTC investigation that resulted in our entering into two consent agreements with the FTC and various agreements with state regulatory agencies. In addition, rulings by the South Korean Fair Trade Commission and by judicial authorities against us and other companies in South Korea indicate that, if our sales force engages in criminal activity, we may be held liable or penalized for failure to supervise them adequately. Our sales force may attempt to anticipate which markets we will open in the future and begin marketing and sponsoring activities in markets where we are not qualified to conduct business. We could face fines, suspensions or other legal action if our sales force violates applicable laws and regulations, and our reputation and brand could be negatively impacted.

In addition, as our sales force increasingly uses social media and our digital tools to promote our business opportunity and products, this increases the burden on us to monitor compliance of such activities, and it increases the risk that such social media content or digital content (such as statements made on social media or within the chat feature of our apps) could contain claims that violate our policies and/or applicable regulations. For example, due to the borderless nature of social media, a claim that is allowed in one market may ultimately reach another market where it is not allowed.

Social media platforms' decisions to prohibit, block or decrease the prominence of our sales force's content could harm our business.

Social media platforms have decided, and could in the future decide, to prohibit, block or decrease the prominence of our sales force's content for any reason, which harms our business, particularly as our business is becoming increasingly dependent on social commerce. For example, due to concerns with multi-level marketing, the TikTok and WhatsApp Business platforms' community guidelines prohibit content related to multi-level marketing. In addition, Pinterest and Facebook prohibit ads that promote multi-level marketing opportunities, and Pinterest has also imposed restrictions on weight loss products, claims and photos. Moreover, some social marketplace platforms reduce visibility of product offers or posts based on pricing, degree of brand awareness or other factors that could apply to our products. Additional social media platforms' adoption of similar or stricter policies could significantly hamper our sales force's ability to promote our products and attract consumers, which could cause our revenue to decline. Our reputation could also be harmed if our sales force violates any social media platform's community guidelines.

If our business practices or policies or the actions of our sales force are deemed to be in violation of applicable local regulations regarding foreigners, then we could be sanctioned and/or required to change our business model, which could significantly harm our business.

Our sales force is required to comply with our residency and work authorization policies and other local legal requirements prior to working in a market. Some markets, including Mainland China and Vietnam, also prohibit or restrict participation of foreigners in direct selling activities. We have implemented policies that are designed to comply with these regulations and inform our sales force regarding the types of activities that are not permitted. However, we cannot assure that actions of our sales force will not violate local laws or regulations or our policies. If our business practices or policies or the actions of our sales force are deemed to be in violation of applicable regulations as they may be interpreted or enforced, then we could be sanctioned and/or required to change our business model, which could result in adverse publicity and significantly harm our business.

Our sales compensation plans or other incentives could be viewed negatively by some of our sales force, could be restricted by government regulators, and could fail to achieve desired long-term results and have a negative impact on revenue.

Our sales compensation includes some components that differ from market to market. We modify components of our sales compensation from time to time to keep our sales compensation plans and business models competitive and attractive to our existing sales force and people interested in joining our sales force, to address changing market dynamics, to provide incentives to our sales force that we believe will help grow our business, to conform to local regulations and to address other business needs. Because of the size of our sales force and the complexity of our sales compensation plans, it is difficult to predict how such changes will be viewed by our sales force and whether such changes will achieve their desired results. It also is difficult to predict how such changes may impact our ability to attract a larger potential target market of opportunity seekers. Certain changes we have made to our global sales compensation plan in the past, which were successful in several markets, did not achieve anticipated results in certain other markets, were not viewed positively by some segments of our sales force, and negatively impacted our business. Similarly, we face the risk that we could fail to make changes to our compensation plans that would be necessary to keep our compensation competitive with the market, compliant with changing regulations, and allow us to attract new opportunity seekers or segments of opportunity seekers, which could have a negative impact on our sales force.

Limits on the amount of sales compensation we pay could inhibit our ability to attract and retain our sales force, negatively impact our revenue and cause regulatory risks.

Several markets, including Mainland China, South Korea, Indonesia and Vietnam, impose limits on the amount of sales compensation we can pay to our sales force. For example, under regulations in Mainland China, direct selling companies may pay independent direct sellers in Mainland China up to a maximum 30% of the revenue they generate through their own sales of products to consumers. Additionally, in South Korea, local regulations limit sales compensation to 35% of the total price of goods or services supplied in South Korea. These regulations may limit the incentive for people to join our sales force and may reduce our ability to differentiate ourselves from our competitors in attracting and retaining our sales force.

In addition, we have been required to modify our sales compensation plan in certain markets, including South Korea and Vietnam, from time to time to remain in compliance with applicable sales compensation limits. Because sales compensation, as a percentage of revenue, can fluctuate as sales force productivity fluctuates, we may be required to make further changes to stay within applicable sales compensation limits or may be at risk of exceeding them. In addition, which revenues and expenses are within the scope of these regulations is not always clear, and interpretation and enforcement of these laws are subject to change, which could require us to make further changes or result in non-compliance with these regulations. Any failure to keep sales compensation within legal limits in Mainland China, South Korea, Indonesia, Vietnam or any other market that imposes a sales compensation limit could result in fines or other sanctions, including suspensions.

We may be held responsible for certain taxes, assessments and other requirements relating to the activities of our sales force, which could harm our financial condition and operating results.

We are subject to the risk in some jurisdictions of being responsible for social security taxes, withholding or other taxes, minimum wage laws, and related assessments and penalties with respect to our sales force. This would occur if a jurisdiction classifies our sales force as our employees rather than as independent contractors, or if a jurisdiction expands the categories of personnel to whom these tax obligations apply.

- The laws and interpretations regarding "independent contractor" status in certain jurisdictions, including the United States and the European Union, continue to evolve, and in some cases, authorities have sought to apply these laws unfavorably against gig economy, platform and direct selling companies. For example, in March 2024, a regulation of the U.S. Department of Labor went into effect that alters the employee vs. independent contractor analysis under the Fair Labor Standards Act in a way that could potentially cause more workers to be classified as employees. In addition, the European Union's Platform Work Directive, which was adopted in 2024, directs EU member states to implement national laws by December 2026 regulating the classification of platform workers and setting a rebuttable presumption of employment in certain scenarios. There may be differences in how the various EU member states implement this directive.

- Some jurisdictions have, without challenging the "independent contractor" status, taken the position that direct sellers must nonetheless pay certain taxes with respect to payments to their sales force.

In the event that local laws and regulations, or the interpretation of local laws and regulations, require us to treat members of our sales force as employees rather than independent contractors (or to comply with similar requirements regardless of whether our sales force is classified as employees), this could harm our financial condition and operating results. This risk increases as our sales force increases its use of social sharing, as several jurisdictions' regulations protect in-person or in-home sales demonstrations from creating an employment relationship but are less protective of online demonstrations. If our Brand Affiliates were deemed to be employees rather than independent contractors, we would also face the risk of increased liability for their actions.

Our Sales Leaders could also face similar risks with respect to the Brand Affiliates in their sales organizations who may claim they are employees of the Sales Leader rather than independent contractors or independent business owners, which could impact their sales operations or lead them to cease their participation in our business.

Risks Associated with Market Conditions and Competition

Inability of products, platforms, business opportunities and other initiatives to gain or maintain sales force and market acceptance could harm our business, and trends among older and younger generations of customers contribute to this risk.

Over the past several years, the environment for direct selling has become increasingly difficult due to customer trends, increased competition from other affiliate marketing and gig economy businesses, and a stricter regulatory environment across many of our markets. Our ability to improve our financial performance largely depends on our ability to anticipate and/or react in a timely and effective manner to changes in consumer spending patterns and preferences regarding products, platforms, and business opportunities in the affiliate gig and sharing economy. Our operating results have been and could be adversely affected if our business opportunities, platforms, products and other initiatives do not generate sufficient enthusiasm and economic benefit to retain our existing consumers and sales force or to attract new consumers and sales force members.

Factors affecting the attractiveness of our business opportunities, platforms, products and other initiatives include, among other things, shifting consumer demands, perceived product quality and value, similarities to other products, product exclusivity or effectiveness, growth of the gig economy, disruption of retail commerce and e-commerce by social commerce, demographic trends, the strength of our brand and public image, growth of connected commerce, sustainability factors, diversity and inclusion initiatives, economic competitiveness of our business opportunity in the marketplace, perceived ability of potential affiliates to succeed in our business opportunity, accepted methods of selling products to customers in the affiliate and member-based platform environment, the quality and accuracy of the data we use in running our business, our technology infrastructure and capabilities, restrictions in social or digital media for sharing products and attracting consumers, adverse media attention and regulatory restrictions on claims. If we are unable to anticipate or adapt to changes in consumer preferences and trends, our business, financial condition and operating results could be materially adversely affected. Likewise, if we are unable to anticipate or adapt to changes in the affiliate marketing, gig and sharing economies, our ability to capture growth trends in the social commerce marketplace could be materially adversely affected.

To adapt our business to current macroeconomic trends, we are taking the following actions, all of which entail risks:

- We have begun to roll out an enhanced sales compensation structure that incorporates additional features that may appeal to prospective affiliates in the rapidly expanding gig and sharing economies. However, the need to develop affiliate sales teams to take full advantage of our sales compensation plans or other incentives may be viewed negatively by such prospective affiliates who are familiar with other gig and sharing opportunities. In addition, even if the changes to our sales compensation structure are successful in attracting such prospective affiliates, the changes might at the same time be viewed negatively by current and long-time members of our sales force who have already developed affiliate sales teams. We plan to continually evaluate potential changes to our sales compensation structure to address the evolving commercial environment, and any such changes could have a negative impact on our revenue.

- We are exploring new channels for generating revenue and attracting affiliates and consumers through third-party product marketplace partnerships, influencer partnerships and paid search initiatives. However, there is no assurance that these initiatives will be successful, and an inability to own and grow our brand through multiple channels could harm our business. In addition, these omni-channel activities may create perceptions of channel conflict with and amongst our affiliate sales force and, thus, have an adverse effect on revenue.

- We are currently working through a significant digital transformation in our business. This transformation involves the development of new and enhanced digital tools for our Sales Leaders and consumers, including new digital apps and an improved website design and e-commerce functionality, as well as new products, including connected devices. Our digital transformation has required significant expenditures, and it will continue to require significant expenditures over the next several years. We face the risk that we will ultimately be unable to develop these items, that their development will be more costly or take longer than anticipated, or that the applications and platforms we have and will develop will not meet the expectations of our sales force and/or consumers. Any of these eventualities could have a material negative impact on our business, sales force, consumer development and revenue.

- We are currently pursuing an initiative to optimize the size of our product portfolio, which includes the discontinuation of some products. If we are unable to transition existing customers to a similar or alternative product, or we are unable to anticipate changes in consumer and sales force preferences and trends, or the discontinuation of products causes increased customer attrition, our business, financial condition and operating results could be materially adversely affected.

In addition, in our more mature markets, one of the challenges we face is keeping Sales Leaders with established businesses and high-income levels motivated and actively engaged in business building activities and in developing new Sales Leaders. We also face challenges retaining our sales force as the population of our markets transitions to a younger, millennial/Gen Z demographic, with its associated new and different dynamics of connection through social media platforms, gratification and loyalty behaviors, particularly as this segment becomes a greater share of our revenue. It is possible that, over time, increasing negative perceptions about business opportunities that involve multi-level compensation programs, particularly as affiliate marketing programs gain greater prominence in the gig economy, could develop and increase among these younger demographics, which would be detrimental to our business if we are unable to adapt and offer similar opportunities and rewards while still differentiating our business. In addition, as affiliate marketing programs gain greater market share, our competition for participants from our target market becomes more intense. Moreover, when sales through social sharing do not generate repeat purchases or subscriptions at the same rate as other sales, this creates revenue volatility and/or declines. Many in the younger demographic are particularly savvy with social sharing across multiple business opportunity platforms. Some of our initiatives have not generated lasting excitement and engagement among our sales force in the long term, and at times, our initiatives have not sufficiently generated sales force activity and productivity or motivated Sales Leaders to remain engaged in business building and developing new Sales Leaders. These outcomes could recur in the future. Some initiatives have had, and could continue to have, unanticipated negative impacts on our sales force, particularly changes to our sales compensation plans, incentive rewards, and recognition practices. The introduction of a new product or key initiative can also negatively impact other product lines to the extent our Sales Leaders focus their efforts on the new product or initiative.

In addition, our ability to develop and introduce new products could be impacted by, among other things, government regulations, changing policies in social media and other communications platforms, the inability to attract and retain qualified staff, the termination of third-party research and collaborative arrangements, intellectual property of competitors that may limit our ability to offer innovative products or that challenge our own intellectual property, problems related to manufacturing or quality control, and difficulties in anticipating changes in consumer tastes and buying preferences. Our operating results could be adversely impacted if our products fail to gain or maintain sales force and market acceptance or if our successful new products undercut the sales of our other products. In addition, if any of our products fails to deliver on consumer or sales force expectations, we could see an increase in product returns.

Difficult economic conditions could harm our business.

Difficult economic conditions, such as high unemployment levels, inflation, deflation, or recession, have in the past, and could continue to, adversely affect our business by causing a decline in demand for our products, particularly if the economic conditions are prolonged or worsen. In addition, economic conditions may adversely impact access to capital for us and our suppliers, may decrease the ability of our sales force and consumers to obtain or maintain credit cards, may cause governments to increase their regulatory enforcement activity to alleviate budget shortfalls, and may otherwise adversely impact our operations and overall financial condition. For example, we believe inflation had a negative impact on our 2022 and 2023 sales by curbing the discretionary spending of our consumers. Inflation also has increased the cost of our inventory and shipping expenses. Higher interest rates have increased our interest expense, as our credit facility entails variable-rate interest; moreover, our interest rate swap arrangements are currently scheduled to expire in July 2025, at which time our interest expense could further increase. In addition, the economy in Mainland China continued to be challenging during 2024, including with deflationary pressures, capital markets, and tangible asset markets. All of these conditions could continue in 2025.

Our markets are intensely competitive, and market conditions and the strengths of competitors may harm our business.

The markets for our products are intensely competitive. The success of our products is dependent on our ability to anticipate and respond to market trends and changes in consumer preferences and to maintain a product offering and pipeline that is relevant and priced accessibly to consumers. Our products compete directly with branded, premium retail products and with the products of other direct selling companies, and many of our competitors have much greater name recognition and financial resources than we have, which may give them a competitive advantage. Because of regulatory restrictions concerning claims about the efficacy of beauty and wellness products, we may have difficulty differentiating our products from our competitors' products, and competing products entering the beauty and wellness market could harm our revenue. In addition, our business may be negatively impacted if we fail to adequately adapt to trends in consumer behavior and technologies to meet consumers' needs and demands and reach a wider audience or if we fail to provide a competitive product price to value proposition to consumers.

In addition, the emergence and increased adoption of artificial intelligence ("AI") could cause us to fall behind competitively. In the rapidly evolving landscape of e-commerce and digital enterprises, AI technologies are playing a pivotal role in enhancing customer experiences through personalized recommendations, streamlined purchasing processes and targeted marketing strategies. Automation through AI also could streamline supply chain management, inventory tracking and order fulfillment, leading to increased efficiencies and cost effectiveness. As AI technologies become integral to improving operational efficiency, customer engagement and decision-making processes, our competitiveness and reputation could be harmed if we are unable to adopt and utilize these technologies as quickly or efficiently as our competition.

We also compete with other direct selling companies, affiliate marketing companies and gig economy companies to attract and retain our sales force and consumers. Some of these competitors have longer operating histories and greater visibility, name recognition and financial resources than we do. Some of our competitors have also adopted and could continue to adopt some of our successful business strategies, including our global sales compensation plan. Moreover, certain companies in the affiliate marketing and gig economy are growing rapidly and enable seamless product sharing via social media platforms. In some of our markets, these social media platforms are integrated into product marketplaces to enable even faster affiliation of product offerings to potential customers. These companies have disrupted and continue to disrupt the traditional direct selling space. Consequently, to successfully compete in this industry, and attract and retain our sales force and consumers, we must ensure that our business opportunities and sales compensation plans are financially rewarding and innovative. Successfully marketing our sales compensation plan in a way that differentiates it from our competitors could become more difficult as the FTC increases its scrutiny of earnings claims. Likewise, continued tightening of social media platform policies could limit our sales force's ability to differentiate our products and business opportunities. Although we believe we have significant competitive advantages, we cannot assure that we will be able to continue to successfully compete in this industry.

Adverse publicity concerning our business, marketing plan, products or people could harm our business and reputation.

Growth in our sales force and consumers and our results of operations can be particularly impacted by adverse publicity. Given the nature of our operations, lack of clarity on applicable legal requirements and standards, and our continuous need to recruit and retain consumers and members of our sales force, we are particularly vulnerable to adverse publicity. Specifically, we are susceptible to adverse publicity concerning:

- suspicions about the legality and ethics of network marketing;
- media or regulatory scrutiny regarding our business and our business models, including in Mainland China;
- the safety or effectiveness of our or our competitors' products or the ingredients in such products;
- inquiries, investigations, fines, legal actions, or mandatory or voluntary product recalls involving us, our competitors, our business models or our respective products;
- the actions of our current or former sales force and employees, including any allegations that our sales force or employees have overstated or made false product claims or earnings representations, or engaged in unethical or illegal activity;
- misperceptions about the types and magnitude of economic benefits offered at different levels of sales engagement in our business; and
- public, governmental or media perceptions of the direct selling, beauty product, or wellness product industries generally.

These issues have previously resulted in negative publicity and have harmed our business.

Critics of our industry, consumer protection groups, short sellers and other individuals have in the past and may in the future utilize the internet, social media, the media and other means to publish criticisms of the industry, our company and our competitors, or make allegations regarding our business and operations, or the business and operations of our competitors. In some cases, such adverse publicity or allegations can lead to government and regulatory scrutiny. We continue to see adverse publicity regarding our company and the direct selling and wellness industries. We or others in our industry may receive similar negative publicity or allegations in the future, and it may harm our business and reputation. Furthermore, the use of social media by our sales force and by critics can increase the reach of negative publicity. For example, if a member of our sales force makes an improper claim about our products or business opportunity on social media, or if a critic of our company posts negative information about our company on social media, it has the potential to be disseminated widely and noticed by the media or regulators.

Product diversion may have a negative impact on our business.

We see our products being sold through online marketplace sites and other distribution channels in certain markets. Although we continually take steps to control product diversion, this activity continues to be a challenge, and we believe that changes to our global sales compensation plan, divergence of product pricing across markets, or increased use of online channels for conducting sales transactions have and may continue to lead to increased product diversion. Product diversion causes confusion regarding our distribution channels and negatively impacts the ability of our sales force to sell our products. It also creates a negative impression regarding the viability of the business opportunity for our sales force, which can harm our ability to recruit new people to join our sales force. Product diversion may also cause brand erosion and negatively impact the brand value perception. Product diversion schemes may also involve illegal importation, investment or other activities and harm our brand if gray market or counterfeit goods are passed off as our own. If we are unable to effectively address this issue or if diversion increases, our business could be harmed.

Risks Associated with Our Operations in Mainland China

Our operations in Mainland China are subject to significant government scrutiny, and we could be subject to fines or other penalties.

Our operations in Mainland China are subject to significant regulatory scrutiny. The legal system in Mainland China provides government authorities broad latitude to conduct investigations, and many Chinese regulations, including those governing our business, are subject to significant interpretation, which may vary from jurisdiction to jurisdiction. Because of significant government concerns in Mainland China regarding improper direct selling activities, government regulators closely scrutinize activities of direct selling companies and activities that resemble direct selling. The government in Mainland China continues to inspect and review companies in the direct selling industry on a regular basis. We believe the regulatory environment in Mainland China continues to be challenging and restrictive.

The government's scrutiny of activities within the health products and direct selling industries has been at higher levels since 2019, when the government conducted a 100-day campaign to review and inspect the health products and direct selling industries following negative media coverage generated by healthcare-related product claims made by another direct selling company in Mainland China. Since 2019, we have been receiving and addressing an increased number of government reviews, inspections, and inquiries and consumer complaints in Mainland China; our ability to hold certain business meetings has been limited; and negative media coverage has spread to include additional companies, including ours.

Government regulators frequently make inquiries into our business activities and investigate complaints from consumers and others regarding our business. Some of these inquiries and investigations in the past have resulted in the payment of fines by us or members of our sales force, interruption of sales activities and warnings. Any determination by government regulators in these inquiries or investigations that our operations or activities, or the activities of our sales force, are not in compliance with applicable regulations could result in substantial fines, extended interruptions of business, and termination of necessary licenses and permits, including our direct selling and other licenses, all of which could harm our business.

We train our sales force in Mainland China on how our Mainland China business model differs from our global business model. However, Sales Leaders in Mainland China may attend regional and global events or interact with Sales Leaders from other markets. Although our global model and Mainland China business model differ, mistakes may be made as to how those working in Mainland China should promote the business in Mainland China. These mistakes by our sales force, or allegations of such mistakes, have led, and may in the future lead, to government reviews and investigations of our operations in Mainland China, as well as adverse publicity, reputational harm and adjustments or interruptions to our operations, all of which has and could in the future have a significant negative impact on our revenue and the number of Sales Leaders and Customers in the region.

If direct selling regulations in Mainland China are modified, interpreted or enforced in a manner that results in negative changes to our business model or the imposition of a range of potential penalties, our business could be significantly negatively impacted.

The government of Mainland China has adopted direct selling and anti-pyramiding regulations that impose significant restrictions and limitations on businesses in our industry. Most notably, the regulations prohibit multi-level compensation, which is the basis of how we compensate our sales force outside of Mainland China. The regulations also prohibit overseas personnel from participating in direct selling in Mainland China. We have structured our business model in Mainland China based on several factors: the guidance we have received from government officials, our interpretation of applicable regulations, our understanding of the practices of other international direct selling companies operating in Mainland China, and our understanding as to how regulators are interpreting and enforcing the regulations. The regulatory environment in Mainland China continues to be challenging and restrictive. We will evaluate potential changes to the structure of our sales compensation in Mainland China to address the evolving commercial environment and, as the need arises, the evolving regulatory environment. Any such changes could have a negative impact on our sales in that market.

Members of our sales force in Mainland China do not participate in our global sales compensation plan but are instead compensated according to a separate compensation model. We generally compensate our Sales Leaders in Mainland China at a level that is competitive with other direct selling companies in the market and comparable to the compensation of our Sales Leaders globally.

Other than our direct selling subsidiary, we also have a separate subsidiary in Mainland China that is a registered independent entity that engages in cross-border e-commerce, through which one of our U.S. subsidiaries can sell a limited selection of products to consumers in Mainland China for their personal consumption. Cross-border e-commerce is separated from the direct selling sales channel in Mainland China. Our Sales Leaders can contract with the China entity, promote this cross-border e-commerce platform to introduce consumers to place orders on this platform, and receive limited compensation in return. Through this entity, the U.S. subsidiary sells *ageLOC Meta*, *ageLOC Youth* and certain other overseas products, which are neither registered for retail sale in Mainland China nor registered specifically as direct selling products and, therefore, can only be sold to local consumers for their personal consumption, cannot be sold through the direct selling channel, and cannot be resold. We also plan to begin selling additional overseas products through this channel. Although we take measures (1) to maintain legal separation between our cross-border e-commerce entity and our direct selling entity; and (2) to ensure the products sold on our cross-border e-commerce platform are for consumers' personal consumption only, our business in Mainland China could be negatively impacted if regulatory authorities elect to attribute these cross-border e-commerce sales activities and related product claims, or the accompanying actions of our sales force, to our direct selling business, and make a determination they are in violation of direct selling, customs or other applicable laws.

Our Mainland China business also has an e-commerce platform in which it sells products directly to customers. We permit members of our sales force to promote this e-commerce platform and refer customers to it, in addition to their participation in our direct selling business, and they receive compensation based on our sales on this platform to customers they have referred. Although we take measures to segregate this e-commerce business from our direct selling business as appropriate, it is possible that our business in Mainland China could be negatively impacted if regulatory authorities determine that these e-commerce sales activities and compensation are inconsistent with the direct selling laws.

The nature of the political, regulatory and legal systems in Mainland China gives regulatory agencies at both the local and central levels of government broad discretion to interpret and enforce regulations as they deem appropriate to promote social stability. We face a risk that regulators may change the way in which they currently interpret and enforce the direct selling regulations, or that such regulations may be modified. If our business practices are deemed to be in violation of applicable regulations as they may be interpreted or enforced, in particular our use of the sales productivity of a Sales Leader him/herself and of the sales force that such Sales Leader trains, collaborates with, supports and services in setting his/her salary or service fee and determining their position/title on a quarterly basis, then we could be sanctioned, required to change our business model, and/or have our direct selling license revoked, any of which could significantly harm our business.

Our ability to expand our business in Mainland China could be negatively impacted if we are unable to obtain additional necessary national and local government approvals in Mainland China.

To expand our direct selling model into additional provinces in Mainland China, we currently must obtain a series of approvals from district, city, provincial and national government agencies with respect to each province in which we wish to expand. Government authorities have not been issuing new licenses since the beginning of the 100-day action in 2019. When the process for obtaining government approvals to conduct direct selling is operational, it often evolves and is lengthy, as we are required to work with a large number of provincial, city, district and national government authorities. The complexity of the approval process as well as the government's continued cautious approach as direct selling develops in Mainland China makes it difficult to predict the timeline for obtaining these approvals. Furthermore, any media or regulatory scrutiny of our business in Mainland China could increase the time and difficulty we may face in obtaining additional licenses. If media or regulatory scrutiny of our business in Mainland China results in significant delays in obtaining licenses elsewhere in Mainland China, or if the current processes for obtaining approvals are delayed further for any reason or are changed or interpreted differently than currently understood, our ability to receive direct selling licenses in Mainland China and our growth prospects in this market could be negatively impacted.

If we are not able to register products for sale in Mainland China, our business could be harmed.

We face lengthy timelines with respect to product registrations in Mainland China. The process for obtaining product permits and licenses may require extended periods of time that may prevent us from launching new product initiatives in Mainland China on the same timelines as other markets around the world. For example, a vast majority of products marketed in Mainland China as "health foods" are subject to extensive laboratory and clinical analysis by government authorities, and with a few exceptions, the product registration process in Mainland China takes a minimum of two years and may be substantially longer. We market both "health foods" and "general foods" in Mainland China. There is some risk associated with the common practice in Mainland China of marketing a product as a "general food" without any health food claims while applying to the authorities for "health food" classification. If government officials feel the categorization of our products is inconsistent with product claims, form of delivery, ingredients or function, we could be prohibited or limited in marketing such products in Mainland China in their current form.

As we expand our direct selling channel, we face additional product marketing restrictions compared to our retail store channel. Under applicable direct selling regulations in Mainland China, we can only register products for direct selling if we manufacture them and if they fall within categories that are authorized for direct selling, such as cosmetics, cleaning supplies, health foods, healthcare devices, small kitchen utensils and household appliances. Products that are not registered for direct selling are prohibited from being marketed or sold through our direct sales channel. The process for registering products for the direct sales channel in Mainland China is subject to delays; in fact, government authorities have not been processing new registrations for direct selling since the beginning of the 100-day action in 2019. Any marketing or sale of non-direct selling products by our independent direct sellers could result in negative publicity, fines and other government sanctions being imposed against us, including if a product is initially classified as a direct selling product but is later re-classified.

Risks Associated with Epidemics and Other Widespread Crises

Epidemics and other crises have negatively impacted our business and may do so in the future.

Due to the person-to-person nature of direct selling, our results of operations have been, and likely will in the future be, harmed if the fear of a communicable and rapidly spreading disease, or another type of crisis such as a natural disaster, results in travel restrictions or causes people to avoid group meetings, gatherings or interactions with other people.

The outbreak of COVID-19 in 2020 and ensuing pandemic resulted in significant contraction of economies around the world and interrupted global supply chains as many governments issued stay-at-home orders to combat COVID-19. Government-imposed restrictions and public hesitance regarding in-person gatherings, travel and visiting public places reduced our sales force's ability to hold sales meetings, resulted in cancellations of key sales leader events and incentive trips, and required us to temporarily close our walk-in and fulfillment locations in some markets where we had such properties. Our supply chain and logistics also incurred some interruptions and cost impacts, such as difficulties in obtaining some ingredients and in shipping products in some markets. All of these factors and other events related to COVID-19 negatively impacted our sales and operations and could repeat in the event of future epidemics or other crises.

In addition, during a widespread crisis, regulators are vigilant for companies that may be exploiting the crisis to the detriment of consumers. For example, during 2020 to 2022, the FTC issued letters that warned several direct-selling companies to remove and address claims that they or members of their sales force were making about their products' ability to treat, cure or prevent COVID-19 and/or about the earnings that people who suffered the loss of a job or income could make. Although we take steps to educate our sales force on proper claims, if members of our sales force make improper claims, or if regulators determine we are making any improper claims, it could lead to an investigation and could harm our business and reputation.

International Risks

Our ability to conduct business in international markets may be affected by political, legal, tax and regulatory risks.

Our ability to capitalize on growth in new international markets and to maintain the current level of operations in our existing international markets is exposed to risks associated with our international operations, including:

- the possibility that a government might ban or severely restrict our sales compensation and business models;
- the possibility that local civil unrest, political instability, or changes in diplomatic or trade relationships might disrupt our supply chain or other operations in one or more markets—for example, the ongoing conflict in Russia and Ukraine has caused distraction to our sales force;
- the lack of well-established or reliable legal systems in certain areas where we operate;
- the presence of high inflation in the economies of international markets in which we operate;
- the possibility that a government authority might impose legal, tax, customs, or other financial burdens on us or our sales force, due, for example, to the structure of our operations in various markets;
- the possibility that a government authority might challenge the status of our sales force as independent contractors or impose employment or social taxes on our sales force; and
- the possibility that governments may impose currency remittance restrictions limiting our ability to repatriate cash.

It is unpredictable what impact, if any, the recent change in political administrations in the United States will have on the above risks. If actions by the United States or other jurisdictions cause any of the above risks to materialize, our financial position and results of operations could be negatively affected.

There has been an increasing level of tension in U.S.-China relations over the last several years. Given the significant size of our China business, our business could be harmed if relations continue to deteriorate or additional sanctions or restrictions are imposed by either government. In addition, there have been adverse public reaction and media attention to statements made by representatives of other businesses related to these issues that have adversely affected business. We could similarly face adverse public or media attention, and potentially increased regulatory scrutiny, as a result of increased trade or political tensions or any statements or actions by employees or our sales force that generate publicity with respect to these issues.

We are subject to financial risks as a result of our international operations, including exposure to foreign-currency fluctuations, currency controls and inflation in foreign markets, all of which could impact our financial position and results of operations.

In 2024, approximately 70% of our sales occurred in markets outside of the United States in each market's respective local currency. Foreign-currency fluctuations affect our financial position and results of operations. We purchase inventory primarily in the United States in U.S. dollars. In preparing our financial statements, we translate revenue and expenses in our markets outside the United States from their local currencies into U.S. dollars using weighted-average exchange rates. If the U.S. dollar strengthens relative to local currencies, our reported revenue, gross profit and net income will likely be reduced. Foreign-currency fluctuations also cause losses and gains resulting from translation of foreign-currency-denominated balances on our balance sheet.

We also face the risk of currency controls. If foreign governments restrict transfers of cash out of their country and control exchange rates, we may be limited as to the timing and amount of cash we can repatriate and may not be able to repatriate cash at beneficial exchange rates, which could have a material adverse effect on our financial position, results of operations or cash flows. We typically fund the cash requirements of our operations in the United States through intercompany dividends, intercompany loans and intercompany charges for products, use of intangible property, and corporate services. However, some markets impose government-approval or other requirements for the repatriation of dividends. For example, in Mainland China, we are unable to repatriate cash from current operations in the form of dividends until we file the necessary statutory financial statements for the relevant period. We also have experienced delays in repatriating cash from Argentina. As of December 31, 2024, we had $27.4 million in cash denominated in Chinese RMB, and our intercompany receivable with our Argentina subsidiary was $22.4 million.

In addition, high levels of inflation and currency devaluations in any of our markets could negatively impact our balance sheet and results of operations. Gains and losses resulting from the remeasurement of non-U.S. dollar monetary assets and liabilities of our subsidiaries operating in highly inflationary economies are recorded in our net earnings. For example, during 2018, Argentina was designated as a highly inflationary economy under U.S. generally accepted accounting principles; accordingly, we began to apply highly inflationary accounting for our Argentina operations, which has resulted in additional foreign-currency charges. Other markets may be designated as highly inflationary economies in the future, which could result in further foreign-currency charges.

Although we may engage in transactions intended to reduce our exposure to foreign-currency fluctuations, there can be no assurance that these transactions will be effective. Complex global political and economic dynamics can affect exchange rate fluctuations. For example, the implementation of tariffs, border taxes or other measures related to the level of trade between the United States and other markets could impact the value of the U.S. dollar. It is difficult to predict future fluctuations and the effect these fluctuations may have upon future reported results or our overall financial condition.

Changes to tariff and import/export regulations, and trade disputes between the United States and other jurisdictions may have a negative effect on global economic conditions and our business, financial results and financial condition.

The United States and other foreign jurisdictions may change customs regulations or tariff rates that are applied to our imports or exports at any time. Tariff changes are difficult to predict and may cause us material short-term or long-term cost fluctuations. The new political administration in the United States has signaled an intention to use tariffs more robustly in pursuing government policy and has already implemented some new tariffs. When increases are made to U.S. duty rates or tariffs, reciprocal action by other countries sometimes occurs, and any such increases could impact the price of our products and cause a decline in the demand for our products. We rely on the use of Free Trade Agreements, where available, that may experience alterations, suspensions or cancellations, which could increase our customs expense or otherwise harm our business. In addition to duties and tariffs, any actions taken by the United States or by foreign countries to further implement trade policy changes, including limiting foreign investment or trade, increasing regulatory requirements, or other actions that impact our ability to obtain necessary licenses or approvals could negatively impact our business. These actions are unpredictable, and any of them could also have a material adverse effect on global economic conditions and the stability of global financial markets, significantly reduce global trade, restrict our access to suppliers or customers, and have a material adverse effect on our business, financial condition and results of operations.

Human Capital Risks

If we are unable to retain our existing sales force and recruit additional people to join our sales force, our revenue may not increase and may even decline.

Our products are primarily marketed by our sales force, and we depend on them to generate virtually all of our revenue. Our sales force may terminate their services at any time, and like most direct selling companies, we experience high turnover among our sales force from year to year. People who join our company to purchase our products for personal consumption or for short-term income goals frequently only stay with us for a short time or are less consistent in their participation. Sales Leaders who have committed time and effort to build a sales organization will generally stay for longer periods. To increase our revenue, we must increase the number of and/or the sales productivity of our sales force. We must also expand our outreach and outbound efforts to attract, connect and nurture new customers for a wider consumer base who purchase products and whom we can foster along a consumer journey to promote retention and higher lifetime value.

We have experienced fluctuations in Sales Leaders, Paid Affiliates and Customers in the past and will likely continue to experience such fluctuations in the future. For example, our Customers in Mainland China declined 27% from December 31, 2023 to December 31, 2024, and during the two-year period from December 31, 2022 to December 31, 2024, our global Customers, Paid Affiliates and Sales Leaders declined 27%, 39% and 24%, respectively. If our business, products and initiatives do not drive growth and/or sales productivity in Sales Leaders, Paid Affiliates and Customers, our operating results could be further harmed.

The number and productivity of our sales force is negatively impacted by several additional factors, including:

- any adverse publicity or negative public perception regarding us, our products or ingredients, our distribution channel, or our industry or competitors;
- lack of interest in, dissatisfaction with, or the technical failure of, our products or digital tools;
- lack of compelling products or income opportunities, including through our sales compensation plans and incentive trips and other offerings;
- negative sales force reaction to changes in our sales compensation plans or our failure to make changes that would be necessary to keep our compensation competitive with the market;
- interactions with our company, including our actions to enforce our policies and procedures and the quality of our customer service;
- any regulatory actions or charges against us or others in our industry, as well as regulatory changes that impact product formulations and sales viability;
- general economic, business, public health and geopolitical conditions, including employment levels, employment trends such as the gig and sharing economies and affiliate marketing, pandemics or other conditions that curtail person-to-person interactions, and the ongoing conflicts in Russia/Ukraine and Israel/Hamas which have caused distraction to our sales force;
- changes in the policies of social media platforms and product marketplaces used to prospect or recruit potential consumers and sales force participants;
- recruiting efforts of our competitors and changes in consumer-loyalty trends;
- potential saturation or maturity levels in a given market, which could negatively impact our ability to attract and retain our sales force in such market;
- growing gig economy competition which may draw away potential product sellers, affiliates, and influencers;
- our sales force's increased use of social sharing channels, which may enable them to more easily engage their consumers and sales network in other opportunities;
- lack of sufficient tools to create customer interest in our products and to manage and build a personalized business; and
- our and our sales force's ability to implement social commerce and other selling platforms that appeal to consumers.

We depend on our key personnel and Sales Leaders, and the loss of the services provided by any of our executive officers, other key employees or key Sales Leaders could harm our business and results of operations.

Our success depends to a significant degree upon the continued contributions of our senior and regional management, many of whom would be difficult to replace. Our senior and regional management employees may voluntarily terminate their employment with us at any time, and it is not uncommon for employees of direct-selling companies, including employees of our company, to terminate their employment and begin working for another direct-selling company. In addition, we need to continue to attract and develop qualified management personnel to sustain growth in our markets. Attracting and retaining qualified personnel has been an increased challenge during the current competitive employment environment. In addition, there has been downward pressure on our employees' incentive compensation in recent years, and our recent restructurings have in some cases caused employees to take on additional responsibilities, both of which have presented challenges to our employee morale and could lead to employee attrition. If we are not able to successfully retain existing personnel and identify, hire and integrate new personnel, our business and growth prospects could be harmed.

The success of our business also depends on our key Sales Leaders. For the three months ended December 31, 2024, we had approximately 36,912 Sales Leaders. As of December 31, 2024, approximately 253 Sales Leaders occupied the highest levels under our global sales compensation plan, and in Mainland China approximately 72 key Sales Leaders were playing a significant role in managing, training and servicing our sales force in that market and driving sales. We rely on these Sales Leaders (or other sales force members that they train, collaborate with, support and service) for a substantial majority of our revenue. As a result, the loss of a high-level or key Sales Leader or a group of leading Sales Leaders, whether by their own choice or through disciplinary actions by us for violations of our policies and procedures, could negatively impact our growth and our revenue.

Risks Associated with Our Manufacturing and Operations

Production difficulties, quality control problems, inaccurate forecasting, shortages in ingredients, and reliance on our suppliers could harm our business.

Production difficulties, quality control problems, inaccurate forecasting, and our reliance on third-party suppliers to manufacture and deliver products that meet our specifications in a timely manner have harmed our business and could do so in the future. Occasionally, we have experienced production difficulties with respect to our products, including the availability of labor, raw materials, components, packaging, and products that do not meet our specifications and quality control standards. These production difficulties and quality problems have in the past resulted, and could in the future result, in stock outages or shortages in our markets with respect to such products, harm our sales, or create inventory write-downs for unusable products.

In addition, we and manufacturers in our supply chain acquire ingredients, components, products and packaging from third-party suppliers and manufacturers. A loss of any of these suppliers and any difficulties in finding or transitioning to alternative suppliers could harm our business. In addition, we obtain some products and ingredients from sole suppliers that own or control the product formulations, ingredients or other intellectual property rights associated with such products. We also license the right to distribute some of our products from third parties. In the event we are unable to maintain or renew our contracts with any of these suppliers, manufacturers or other third parties, we may need to discontinue some products or develop substitute products, which could harm our revenue. In addition, if we experience supply shortages, price increases or regulatory impediments with respect to the raw materials, ingredients, components or packaging we use for our products, we may need to seek alternative supplies or suppliers and may experience difficulties in finding replacements that are comparable in quality and price. For example, some of our products, including *ageLOC Meta* and *ageLOC Youth* (*Youthspan* or *Y-Span* in some markets), incorporate unique natural ingredients that may only be harvested once per year and/or may have limited global supplies. If demand exceeds forecasts, we may have difficulties in obtaining additional supplies to meet the excess demand until the next growing season. If we are unable to successfully respond to such issues, our business could be harmed.

The loss of or a disruption in our manufacturing, supply chain and distribution operations, or significant expenses or violations incurred by such operations, could adversely affect our business.

As a company engaged in manufacturing, distribution, and research and development on a global scale, we are subject to the risks inherent in such activities, including industrial accidents, climate or environmental events, fires, floods, earthquakes, labor shortages, strikes and other labor or industrial disputes, disruptions in logistics or information systems, loss or impairment of key manufacturing or distribution sites, import and export restrictions or delays, product quality control, safety, licensing requirements and other regulatory or government issues, as well as natural disasters, pandemics, border disputes, global uncertainties, acts of terrorism, and other external or macroeconomic factors over which we have no control. For example, the long-term impacts of climate change, whether involving physical risks (such as extreme weather conditions, drought, or rising sea levels) or transition risks (such as regulatory or technology changes) may be widespread and unpredictable. Certain impacts of physical risk may include temperature changes that increase the heating and cooling costs at our facilities; extreme weather patterns that affect the production or sourcing of certain components; flooding and storms that damage or destroy our buildings and inventory; and heat and extreme weather events that cause long-term disruption or threats to the habitability of our customers' communities. These risks may be heightened if we consolidate certain of our manufacturing, distribution, or supply facilities or if we are unable to successfully enhance our disaster recovery planning. These risks also increase as we pursue our current strategy of acquiring manufacturing companies and thereby conducting more of our manufacturing in-house. The loss of, or disruption or damage to, any of our facilities or centers or those of our third-party manufacturers could have a material adverse effect on our business, reputation, results of operations and financial condition. Also, if we are unable to maximize our production output (whether through internal or external customer orders) in our owned manufacturing facilities, this could increase our manufacturing variance and harm our business.

We have experienced, and may continue to experience, disruptions to the transportation channels used in our supply chain and distribution operations, including increased airport and shipping port congestion, a lack of transportation capacity, increased fuel expenses, import or export controls or delays, and labor disputes or shortages. Disruptions in our container shipments may result in increased costs, including the additional use of air freight to meet demand. Congestion to ports can affect previously negotiated contracts with shipping companies, resulting in unexpected increases in shipping costs and reduction in our profitability. For example, the COVID-19 pandemic resulted in several disruptions and delays, as well as quantity limits and price increases, in our global transportation channels.

In addition, our manufacturing facilities are subject to numerous regulations, including labor regulations and environmental regulations that govern the storage, discharge, handling, emission, generation, manufacture, use and disposal of chemicals and other materials. We will also likely become subject to new regulations in these areas, which could require substantial expenditures. Violations of existing or new requirements could result in financial penalties and other enforcement actions and could require us to halt one or more portions of our operations until a violation is cured. The costs of curing incidents of non-compliance, resolving enforcement actions or private-party actions that might be initiated against us, or of satisfying new legal requirements could have a material adverse effect on our business, financial condition, or results of operations.

Our business could be negatively impacted if we fail to execute our product launch process or ongoing product sales due to difficulty in forecasting or increased pressure on our supply chain, information systems and management.

Prior to making a product generally available for purchase in a market, we often do one or more introductory offerings of the product, such as a preview of the product to our Sales Leaders or other product introduction or promotion. These offerings sometimes generate significant activity and a high level of purchasing, which can result in a higher-than-normal increase in revenue during the quarter and skew year-over-year and sequential comparisons. These offerings may also increase our product return rate. We have, and may in the future, experienced difficulty effectively managing growth associated with these offerings and may face increased risk of improper sales force activities and related government scrutiny.

In addition, the size and condensed schedule of these product offerings increase pressure on our supply chain and order processing systems. We have failed, and may in the future fail, to appropriately scale our system capacity and operations in response to unanticipated changes in demand for our existing products or to the demand for new products, which reduces our sales force's confidence in our business and could harm our reputation and profitability.

As our sales force increases its use of social platforms to interact with customers, our business results could be adversely affected if our implementation of new platforms and processes to support our sales force is delayed. In addition, we are dependent on third parties for testing and delivery of portions of these and other of our information system platforms. Unanticipated changes or system failures by third parties could harm our ability to meet the expectations of our sales force, thus resulting in harm to our revenue, reputation and sales force confidence in our systems.

If we do not accurately forecast sales levels in each market for product launches or ongoing product sales, obtain sufficient ingredients, components or packaging, or produce a sufficient supply to meet demand, we may incur higher expedited shipping costs and we may temporarily run out of stock of certain products, which could negatively impact the enthusiasm of our sales force and consumers. Conversely, if demand does not meet our expectations for a product launch or ongoing product sales or if we change our planned launch strategies or initiatives, we could incur inventory write-downs. For example, during the third quarter of 2023, we made the strategic decision to re-balance and narrow our product portfolio, which resulted in an incremental $65.7 million inventory write-off. We incurred an additional inventory write-off of $38.8 million during the fourth quarter of 2024. Each of these issues has impacted us in the past, and they could again occur with our ongoing or future product offerings. If we fail to effectively forecast product demand in the product launch process or for ongoing product sales, our reputation and profitability also could be negatively impacted.

If we are unable to effectively manage our growth in certain markets, our business and operations could be harmed.

At times, we can experience significant growth in one or more of our markets. For example, during 2020 we experienced significant growth in some of the markets in the Americas and Europe. Growth can strain our ability to effectively manage our operations, as it requires us to expand our management team, labor force, technology bandwidth and capabilities, and manufacturing operations. Insufficient management execution to support growth could result in, among other things, product delays or shortages, decreases in product quality, service level challenges, operating mistakes and errors, inadequate customer service, inappropriate claims or promotions by our sales force, and governmental inquires and investigations, all of which could harm our revenue and ability to generate sustained growth and result in unanticipated expenses. In addition, we need to continue to attract and develop qualified management personnel to sustain growth. If we are not able to successfully retain existing personnel and identify, hire and integrate new personnel, our business and growth prospects could be harmed.

In addition, to the extent we expand into new markets, our efforts might not be successful in driving growth. New markets may have competitive conditions, consumer tastes and discretionary spending patterns that are more difficult to predict or satisfy than our existing markets. We may have difficulty attracting Brand Affiliates to our business opportunity due to our lack of name recognition, growing competition in the affiliate gig and sharing economies, or other reasons, and it may be difficult to find and retain qualified employees and vendors. We also might be unable to successfully navigate the risks inherent in international operations, such as differing legal and regulatory requirements that may apply to our products and/or operations, including those that pertain to privacy and data protection, direct selling, employment and intellectual property. If we do not successfully execute plans to enter new markets, these new markets may not generate growth and may be unprofitable, causing our business, financial condition or results of operations to be adversely affected.

System failures, capacity constraints and other information technology difficulties could harm our business.

Our business operations, spanning across global markets and involving intricate sales compensation systems, heavily depend on a variety of interconnected technology platforms. These include our websites, mobile apps, cloud services, data centers, databases, and networks. These systems are critical for accepting and processing orders, managing our sales force and customer support, calculating and distributing compensation, running corporate and regional operations, generating accurate financial reports, and other aspects of our business. Ensuring their functionality and reliability is essential for maintaining our reputation, sustaining operations, and supporting our sales force and customer base.

We are actively modernizing our e-commerce platform to adapt to emerging trends in online retail, social media integration, and hybrid marketing strategies. To support this transformation, we have partnered with Infosys Limited as our primary managed services provider, leveraging their expertise to enhance operational efficiency and deliver results through our digital channels. While these initiatives are designed to strengthen our competitive position, they come with inherent risks tied to implementation complexity and dependency on third parties.

Our systems, as well as those managed by third-party providers, are exposed to potential disruptions from events such as fires, floods, earthquakes or other natural disasters, human error, physical break-ins, computer viruses, cyberattacks, power outages, system malfunctions and other events. Despite investing in preventive measures like redundancies, enhanced security, and disaster recovery plans, we have experienced system failures, outages, cyberattacks and other disruptions, and we will likely experience them in the future. Any prolonged system disruption could harm our ability to operate effectively, damage our reputation, or lead to financial losses.

The shift to cloud-based and outsourced solutions further heightens our reliance on third-party providers, including Amazon Web Services for core computing needs and Infosys Limited for managed services and digital channel operations. Disruptions in these partnerships or challenges in transitioning services could delay critical business processes and increase operational costs.

Our digital transformation efforts, though critical for our future growth, require significant investment and come with the risk of unforeseen challenges. For example, in 2018, we incurred substantial costs, including $49 million in asset impairments and $22 million in severance-related expenses, as we overhauled outdated technology systems. We have incurred additional asset impairments, most recently in the fourth quarter of 2024 when we wrote down $29 million of information technology assets. As we continue to re-architect legacy systems and roll out new tools, we face the possibility of further costs, delays, or disruptions.

Moreover, our growing business places additional demands on our technology infrastructure, particularly our e-commerce channels. Despite ongoing investments to expand and upgrade our systems, any inability to handle increased traffic or transaction volumes could impede order processing, impact customer satisfaction, and harm our financial performance.

In summary, while we are committed to evolving and enhancing our technology systems, these initiatives involve considerable risks. Any failure to address these challenges effectively could disrupt our operations, erode stakeholder confidence, and adversely affect our financial results.

Any acquired companies or future acquisitions may expose us to additional risks.

We have acquired certain businesses, and we plan to continue to do so in the future as we encounter acquisition prospects that would complement our current product offerings, increase the size and geographic scope of our operations or otherwise offer growth and operating efficiency opportunities. At any particular time, we may be in various stages of assessment, discussion and/or negotiation with regard to one or more potential acquisitions or investments, not all of which will be consummated. Acquisitions involve numerous risks and uncertainties, and some of our past acquisition targets have been in industries in which we lack operational or market experience. Our past acquisitions have entailed, and future acquisitions could entail, numerous risks, including:

- difficulties in integrating acquired operations, employees or products;
- the difficulties of imposing financial and operating controls on the acquired companies and their management and the potential costs of doing so;
- the potential loss of key employees, customers, suppliers or distributors from acquired businesses;
- disruption to our direct selling channel;
- diversion of management's and other employees' attention from our core business;
- the failure to achieve the strategic objectives of these acquisitions;
- increased fixed costs;
- financing structures that dilute the interests of our stockholders and/or result in an increase in our indebtedness;
- the failure of the acquired businesses to achieve the results we have projected in either the near or long term;
- the assumption of unexpected liabilities, including litigation risks or compliance issues not discovered during pre-acquisition diligence;
- adverse effects on existing business relationships with our suppliers, sales force or consumers;
- the risk of being unable to protect intellectual property related to newly acquired technologies; and
- risks associated with entering markets or industries in which we have limited or no prior experience, including limited expertise in running the business, developing the technology, and selling and servicing the products.

The expansion of our Rhyz business into new businesses has been viewed negatively by some of our Sales Leaders as these new companies sell products that are similar to those of our core business and are viewed as using our resources for non-core businesses. These perspectives of our Sales Leaders could have a material negative impact on the number or productivity of our Sales Leaders and result in a reduction in our revenue.

Our failure to successfully complete the integration of any acquired business, a failure to adjust our fixed costs quickly enough or sufficiently to adapt to rapidly changing market conditions, or any other of the risks discussed above could have a material adverse effect on our business, financial condition and operating results. In addition, there can be no assurance that we will be able to identify suitable acquisition candidates, consummate acquisitions on favorable terms or realize the anticipated benefits of an acquisition.

Product Legal and Regulatory Risks

Regulations governing our products, including the formulation, registration, pre-approval, marketing and sale of our products, could harm our business.

Our products are subject to extensive government regulation by numerous federal, state, and local government agencies and authorities. Many of these laws and regulations involve a high level of subjectivity, are subject to interpretation, and vary significantly from market to market. These laws and regulations can, and often do, have several impacts on our business, including but not limited to:

- delays in, or altogether prohibitions on, introducing or selling a product or ingredient in one or more markets;
- delays and expenses associated with the registration and approval process for a product;
- limitations on our ability to import products into a market;
- delays and expenses associated with compliance, such as record keeping, documentation of the properties of certain products, labeling, and scientific substantiation;
- limitations on the claims we can make regarding our products; and
- product reformulations, or the recall or discontinuation of certain products that cannot be reformulated to comply with new regulations.

We have observed a general increase in regulatory activity and activism in the United States and across many markets globally where we operate, and the regulatory landscape is becoming more complex with increasingly strict requirements. In particular, the requirements are impacting the ingredients we can include in our products, the accepted quantities of those ingredients, and the quality and characterization of the ingredients. Global regulators have in recent years become overall more restrictive on the accepted levels of active ingredients that we can use in our product, in some cases banning them outright. They have also become more restrictive on permitted contaminant levels in ingredients and, in many cases, have forced complete removal of such contaminants. In certain cases, such as regarding some pesticides which are virtually ubiquitous in nature, it has proven difficult to comply with the requirements. Further, many of the restrictions regarding ingredient quality are not directly applicable to our products, leaving the possibility that our interpretation of compliance may not match that of the enforcing authorities. Often there is a lack of an equivalent active ingredient present in the marketplace. In other cases, the removal or reduction of a technical ingredient, such as various types of parabens, leads to a significant change to the character of the product that may make it no longer desirable or safe to the consumer. If this trend in new regulations continues, we may find it necessary to alter some of the ways we have traditionally marketed our products in order to stay in compliance with a changing regulatory landscape and this could add to the costs of our operations and/or have an adverse impact on our business.

Many laws and regulations govern the registration, pre-market approval or other aspects of regulatory oversight of our products. For example, in the United States, some legislators and industry critics have pushed for years to increase regulatory authority by the FDA over nutritional supplements. In 2011, the FDA proposed draft guidance to clarify the FDA's interpretation of the dietary ingredient notification requirements, and in 2016, the FDA issued revised draft guidance that superseded the 2011 version. In April 2024, the FDA issued new draft guidance replacing and expanding on the 2016 revised guidance. This draft guidance is not yet final but indicates that the FDA is expanding its definition of what is considered a "new dietary ingredient". While still in flux, if enacted as proposed, this guidance could impose new and significant regulatory barriers for our nutritional supplement products or unique ingredients, which could delay or inhibit our ability to formulate, introduce and sell nutritional supplements as we have in the past. Similarly, from time to time, efforts are made by some individuals or groups to repeal the Dietary Supplement Health and Education Act of 1994 ("DSHEA"), the U.S. law that provides a separate body of regulations for dietary supplements as compared to drugs. Such a repeal would result in significant burdens to our product development, and the costs of running our business would increase significantly. We face similar pressures in our other markets, which continue to set restrictions on ingredients and their acceptable maximum levels, as well as on ingredient characterization, quality and levels. In Europe, for example, we are unable to market supplements that contain ingredients that were not marketed in Europe prior to May 1997 ("novel foods") without going through an extensive registration and pre-market approval process.

The FDA currently does not have a pre-market approval system for cosmetics. However, cosmetic products may become subject to more extensive regulation in the future, even beyond the requirements mandated by the recently enacted Modernization of Cosmetics Regulation Act of 2022. These events could interrupt the marketing and sale of our products, severely damage our brand reputation and image in the marketplace, increase the cost of our products, cause us to fail to meet customer expectations or cause us to be unable to deliver merchandise in sufficient quantities or of sufficient quality to our stores, any of which could result in lost sales.

Our operations could be harmed if new laws or regulations are enacted that restrict our ability to market or distribute our products or impose additional burdens or requirements on us in order to continue selling our products. In addition, the adoption of new regulations or changes in the interpretations and enforcement of existing regulations may result in significant compliance costs or discontinuation of product sales and may impair the marketability of our products, resulting in significant loss of net sales. We cannot predict the nature of any future laws, regulations, interpretations, or applications, nor can we determine what effect additional governmental regulations or administrative orders, when and if promulgated, would have on our business. If new or existing laws and regulations restrict, inhibit or delay our ability to introduce or market our products or limit the claims we are able to make regarding our products, this could have a material adverse effect on our business, financial condition, and operating results. If we fail to comply with the laws and regulations governing our products, we could face enforcement action, and we could be fined or forced to alter or stop selling our products.

Government regulations and private party actions relating to the marketing and advertising of our products and services may restrict, inhibit or delay our ability to sell our products and harm our business.

Government authorities regulate advertising and product claims regarding the efficacy and benefits of our products. These regulatory authorities typically require adequate and reliable scientific substantiation to support any marketing claims. What constitutes such reliable scientific substantiation can vary widely from market to market and there is no assurance that the research and development efforts that we undertake to support our claims will be deemed adequate for any particular product or claim. If we are unable to show adequate and reliable scientific substantiation for our product claims, or if our marketing materials or the marketing materials of our sales force make claims that exceed the scope of allowed claims for dietary supplements, cosmetics or devices that we offer, the FDA or other regulatory authorities could take enforcement action requiring us to revise our marketing materials, amend our claims or stop selling certain products, which could harm our business.

For example, in recent years, the FDA has issued warning letters to many cosmetic companies alleging improper structure/function claims regarding their cosmetic products, including, for example, product claims regarding gene activity, cellular rejuvenation, and rebuilding collagen. There is a degree of subjectivity in determining whether a claim is an improper structure/function claim. Given this subjectivity and our research and development focus on the sources of aging and the influence of certain ingredients on gene expression, there is a risk that we could receive a warning letter, be required to modify our product claims or take other actions to satisfy the FDA if the FDA determines any of our marketing materials include improper structure/function claims for our cosmetic products. In addition, plaintiffs' lawyers have filed class action lawsuits against some of our competitors after our competitors received these FDA warning letters. There can be no assurance that we will not be subject to government actions or class action lawsuits, which could harm our business.

In the United States, the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("Guides") require disclosure of material connections between an endorser and the company they are endorsing, and they generally do not allow marketing using atypical results. Our sales force has historically used testimonials and "before and after" photos to market and sell some of our popular products such as our spa devices and *ageLOC Transformation* anti-aging skin care system. We intend to continue to use testimonials for our popular products, including weight management products and beauty products. In highly regulated and scrutinized product categories such as weight management, if we or our sales force fails to comply with the Guides or makes improper product claims, the FTC could bring an enforcement action against us and we could be fined and/or forced to alter our marketing materials. In addition, during 2023, the FTC sent notices of penalty offense to nearly 700 companies, including us, regarding the requirement of sufficient substantiation for product claims. Pursuant to the FTC's "penalty offense authority," companies that received the notice are expected to comply with the standards set in the FTC's prior administrative cases on this topic, and they could incur significant civil penalties if they or their representatives fail to do so.

Additionally, state statutes throughout the United States create private rights of action for individuals claiming harm from false or misleading marketing claims that can lead to the assertion or filing of class action lawsuits. There can be no assurance that we will not be subject to class action lawsuits asserting false or misleading marketing claims, which could harm our business.

Our operations could be harmed if we or our vendors fail to comply with Good Manufacturing Practices.

Across our markets, there are regulations on a diverse range of Good Manufacturing Practices that apply to us and to our vendors covering product categories such as dietary supplements, cosmetics, foods, over-the-counter drugs and medical devices. The Good Manufacturing Practices impose stringent requirements on a variety of topics, including vendor qualifications, ingredient identification, manufacturing controls and record keeping. Ingredient identification requirements, which often require us to confirm the levels, identity and potency of ingredients listed on our product labels within a narrow range, are particularly burdensome and difficult for us because our products contain many different ingredients. Additionally, certain Good Manufacturing Practices obligate us to track and periodically report adverse events to government agencies. Compliance with these increasing regulations may further increase the cost of manufacturing certain of our products as we work with our vendors to assure they are qualified and in compliance. In addition, our operations could be harmed if regulatory authorities determine that we or our vendors are not in compliance with these regulations or if public reporting of adverse events harms our reputation for quality and safety. A finding of noncompliance may result in administrative warnings, penalties or actions impacting our ability to continue selling certain products, including public withdrawals, seizures and recalls. For example, we have had product recalls in the United States based on labeling issues. Problems associated with product recalls could be exacerbated due to the global nature of our business because a recall in one jurisdiction could lead to recalls in other jurisdictions. In addition, these risks associated with noncompliance could increase as we acquire businesses, including our current and future Rhyz businesses.

If our current or any future device products are determined to be medical devices in a particular geographic market, or if our sales force uses these products for medical purposes or makes improper medical claims, our ability to continue to market and distribute such devices could be harmed, and we could face legal or regulatory actions.

One of our strategies is to market unique and innovative products that allow our sales force to distinguish our products. As we pursue this strategy with our current and future device products, there is a risk that regulatory authorities in our markets could determine that these products must receive clearance or be registered as medical devices. Such a determination could restrict our ability to import or sell the product in such market until registration or clearance is obtained. The process for obtaining such registrations and clearances could require us to provide documentation concerning product manufacturing and clinical utility; to make design, specification and manufacturing process modifications to meet standards imposed on medical device companies; and to modify our marketing claims regarding the registered product.

While we have not been required to register our device products as medical devices in most markets, we have registered some of them in some markets, including *ageLOC Boost* and *Nu Skin Wellspa iO* in Thailand and our *ageLOC Galvanic Facial Spa* and *ageLOC Body Spa* systems in Indonesia, Thailand, Peru and Colombia. We also sought and received clearance from the United States Food and Drug Administration to market our *Nu Skin Facial Spa* device and, more recently, our *Nu Skin RenuSpa iO* device for over-the-counter use.

In some cases, challenges can arise even after we have completed the required registration/clearance process or determined that a product does not need registration/clearance. This could occur if a jurisdiction changes its laws or interpretations thereof, for example. In addition, if, in violation of our policies, our sales force attempts to import or export products from one market to another, makes medical claims regarding our products, or uses our products to perform medical diagnoses or other activities limited to licensed professionals or approved medical devices (in markets where the product is not approved), it could negatively impact our ability to market or sell these products and subject us to legal or regulatory actions.

Because medical device regulations vary widely from market to market, registration or clearance in one market does not preclude challenges or delays in obtaining registration or clearance in other markets, nor does it preclude other markets from requiring us to make additional modifications or provide additional documentation as conditions to granting clearance. Furthermore, in some cases, registration or clearance to sell a product in one market may be used as precedent for requiring similar approval for the product in another market, or for similar products in the same market. These additional requirements could increase the cost associated with manufacturing and selling these products as non-medical devices in such markets.

Any of the above factors could have a material negative impact on our ability to sell products and could negatively affect our financial results.

We may incur product liability claims that could harm our business.

We sell a variety of different products for human consumption and use, including cosmetics, dietary supplements, conventional foods, OTC drugs and devices. Our cosmetics and conventional foods, as well as some of our dietary supplements, are not generally subject to pre-market approval or registration processes so we cannot rely upon a government safety panel to qualify or approve our products for use, and some ingredients may not have long histories of human consumption or use. We rely upon published and unpublished safety information including clinical studies on ingredients used in our products and conduct our own clinical and safety studies on some key ingredients and products, but not all products. A product may be safe for the general population when consumed or used as directed but could cause an adverse reaction for some individuals, such as a person who has a health condition or allergies or who is taking a prescription medication. While we include what we believe are adequate instructions and warnings and we have historically had low numbers of reported reactions, previously unknown adverse reactions could occur. If we discover that our products are causing adverse reactions, or if we determine that any of our employees have not properly handled reports of adverse reactions, we could suffer further adverse publicity or government sanctions.

As a result of the type of products that we sell, we may be subject to various product liability claims, including that the products fail to meet quality or manufacturing specifications, contain contaminants, include inadequate instructions as to their proper use, include inadequate warnings concerning side effects and interactions with other substances or for persons with health conditions or allergies, or cause adverse reactions or side effects. Consumer protection laws and regulations governing our business continue to expand, and in some states such as California, class-action lawsuits based on increasingly novel theories of liability are expanding. Product liability claims could increase our costs, cause negative publicity, and adversely affect our business and financial results. As we continue to offer an increasing number of new products through large product offerings our product liability risk may increase.

If our sales force or employees provide improper advice regarding our products or our products' use or safety, we may be subject to additional product liability.

We have generally elected to self-insure our product liability risks. We periodically evaluate whether we can and should obtain product liability insurance. Based upon our current approach to product liability risk management, if any of our products are found to cause any injury or damage or we become subject to product liability claims, we will be subject to the full amount of liability associated with any injuries or damages. This liability could be substantial and may exceed our existing reserves and harm our business.

Legal, Regulatory and Compliance Risks

We may become involved in legal proceedings and other matters that could adversely affect our operations or financial results.

We have been, and regularly are, a party to litigation, government inquiries or investigations, audits or other legal matters. These legal proceedings can include, among other things, claims alleging violation of the federal securities laws or state corporate laws, or claims related to employment matters, contracts, intellectual property, fair-competition/anti-trust laws, our products, business opportunity or advertising, defamation, negligence, data breaches, privacy compliance, or other matters. Claims have been brought by regulators, investors, members of our sales force, consumers, employees, and other private parties and in some cases have been brought as class action lawsuits.

Our increased activity during the past several years with acquisitions, divestments and other investment-related activities introduces an additional area of litigation risk, and we have had litigation and threats of litigation related to these matters. Other parties in the transactions or potential transactions, or other parties involved in the businesses themselves, could bring claims against us. For example, from 2019 until January 2023, we were in litigation with a dairy farmer who claimed he was a general partner in our former indoor-growing business and related businesses. He also sought damages exceeding $250 million. Although we ultimately reached a settlement agreement with him in January 2023, there can be no assurance that the resolution of future cases will be favorable to us.

In general, litigation claims, regulatory actions or other legal matters are expensive and time consuming and can result in settlements, adverse rulings or damages that could significantly affect financial results and the conduct of our business. It is not possible to predict the final resolution of any legal proceeding to which we may become party, and the impact of these matters on our business, results of operations and financial condition could be material.

Non-compliance or alleged non-compliance with anti-corruption laws could harm our business.

Our international operations are subject to various anti-corruption laws in the jurisdictions where we operate, including principally the U.S. Foreign Corrupt Practices Act (the "FCPA"). The FCPA prohibits companies and their agents or intermediaries from offering, promising, giving, or authorizing others to give anything of value, either directly or indirectly, to a non-U.S. government official in order to influence official action or otherwise for the purpose of obtaining or retaining business. The FCPA also requires public companies to make and keep books and records, which, in reasonable detail, accurately and fairly reflect the transactions of the company and to devise and maintain an adequate system of internal accounting controls. Significant international regulation of our industry and accordingly our business operations requires our employees, agents, and intermediaries to interact frequently with public officials, including officials of non-U.S. governments, in some highly regulated jurisdictions, including Mainland China. We dedicate time and resources to internal investigations of any allegation that we are not or may not be in compliance with the FCPA or other applicable international anti-corruption laws. Such allegations, even if untrue, may result in a government investigation by a foreign or U.S. regulator, including the U.S. Department of Justice and the Securities and Exchange Commission. Our corporate policies require all employees, agents and intermediaries to comply with the FCPA and other applicable anti-corruption laws, including the FCPA's books-and-records and internal-accounting-controls requirements. Any regulatory determination, however, that our operations or activities are not in compliance with existing anti-corruption laws or regulations could result in the imposition of substantial fines and other penalties from U.S. or other regulatory entities.

Although we have implemented anti-corruption policies, controls and training globally to maintain an adequate system of books and records and internal accounting controls, we have in the past and may in the future have regulatory investigations and penalties. We cannot guarantee that our compliance efforts will prevent future investigations, fines or penalties under the FCPA or other anti-corruption laws.

Additionally, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing or new laws might be administered or interpreted. Alleged or actual violations of any such existing or future laws (either due to our own acts or our inadvertence, or due to the acts or inadvertence of others) may result in criminal or civil sanctions or reputational harm, which could have a material adverse effect on our business, financial condition and results of operations.

A failure of our internal controls over financial reporting or our regulatory compliance efforts could harm our stock price and our financial and operating results or could result in fines or penalties.

We have implemented internal controls to help ensure the completeness and accuracy of our financial reporting and to detect and prevent fraudulent actions within our financial and accounting processes. We have also implemented compliance policies and programs to help ensure that our employees and sales force comply with applicable laws and regulations. Our internal audit team regularly audits our internal controls and various aspects of our business and compliance program, and we regularly assess the effectiveness of our internal controls. There can be no assurance, however, that our internal or external assessments and audits will identify all fraud, misstatements in our financial reporting, and significant deficiencies or material weaknesses in our internal controls. Material weaknesses have in the past resulted in, and may in the future result in, a material misstatement of our financial results, requiring us to restate our financial statements.

From time to time, we initiate investigations into our business operations to improve our regulatory compliance efforts or based on the results of our internal and external audits or on complaints, questions or allegations made by employees or other parties regarding our business practices and operations. In addition, our business and operations may be investigated by applicable government authorities. In the event any of these investigations identify material violations of applicable laws by our employees, sales force or affiliates, we could be subject to adverse publicity, fines, penalties or loss of licenses or permits.

Risks Associated with Taxes, Customs and Debt

We are subject to changes in tax and customs laws, changes in our tax rates, the adoption of new U.S. or international tax legislation or exposure to additional tax liabilities, which could have a material and adverse impact on our effective tax rate, operating results, cash flows and financial condition.

As a U.S. company doing business globally, we are subject to applicable tax and customs laws, including those relating to intercompany pricing regulations and transactions between our corporate entities in the jurisdictions in which we do business, as well as customs valuation and classification, income taxes, value-added taxes, withholding taxes, payroll taxes, and other applicable taxes. Tax and customs laws, regulations, administrative practices and interpretations in each jurisdiction are subject to change, with or without notice, due to economic, political or other conditions. For example, in 2022, the United States enacted the Inflation Reduction Act, which imposes a 1% excise tax on stock repurchases, subject to certain adjustments or exceptions. Changes in the law or in authorities' interpretation of the law can materially increase our tax or customs expense and our effective tax rate.

Due to the numerous jurisdictions in which our subsidiaries are organized and changes in laws and their interpretations, significant judgment is required in evaluating and estimating our provision for income taxes. Our future effective tax rates could be affected by numerous factors, such as intercompany transactions, changes in our business operations, acquisitions and dispositions, entry into new markets, the amount of our earnings and where earned, losses incurred, the inability to realize tax benefits, changes in foreign currency exchange rates, changes in our stock price, uncertain tax positions, allocation and apportionment of state taxes, changes in our deferred tax assets and liabilities and changes in their valuation. In addition, U.S. and foreign governments may enact tax laws or enter into tax treaties that could result in further changes to global taxation and may materially affect our operating results and financial condition.

Government authorities may question our tax or customs positions or change their laws in a manner that could increase our effective tax rate or otherwise harm our business.

Despite our best efforts to be aware of and comply with tax and customs laws, including changes to and interpretations thereof, local authorities can and sometimes do question our tax and customs positions. We are regularly subject to tax and customs audits, investigations, inquiries or other tax controversies by tax and customs authorities around the world regarding income taxes, customs valuation and classification, transfer pricing, value-added taxes, withholding taxes, payroll taxes, and other applicable taxes. The ultimate resolution of these matters can take several years, and the outcome is uncertain and can include additional taxes/customs duties, the payment of back taxes/customs duties, interest and penalties. We reserve in our consolidated financial statements amounts that we believe are in accordance with U.S. GAAP, and we regularly assess the likelihood of an adverse outcome in these matters to determine the adequacy of our accruals and adjust them as appropriate. However, developments in these matters could warrant an additional accrual and expense, and the ultimate outcome could be materially different from our accruals, which could materially impact our effective tax rate and/or our overall tax or customs expense.

A decline in our business could adversely affect our financial position and liquidity, and our debt covenants could limit our ability to pursue transactions or other opportunities that could be beneficial to our business.

Any significant decline in our operating results could adversely affect our financial position and liquidity. Under the terms of our credit facility, we are required to maintain certain interest coverage and leverage ratios. In addition, our outstanding borrowings under our credit facility and related term loan impose debt service and amortization requirements. A significant deterioration in our results of operations, whether as a result of prevailing economic, financial and industry conditions, or other causes, could impact our ability to comply with our debt covenants and debt service and amortization obligations, which could result in an event of default under the terms of our credit facility. An event of default under our credit facility could result in an inability to access funding under the agreement and cause all outstanding amounts to become immediately due and payable, which would have a material adverse effect on our financial condition and liquidity. In addition, even if we do not default, our debt covenants could impose limitations on our ability to pursue transactions or other opportunities that could be beneficial to our business.

Intellectual Property Risks

We may be subject to claims of infringement on the intellectual property rights or trade secrets of others, resulting in costly litigation.

In recent years, there has been significant litigation in the United States involving patents and other intellectual property rights. In particular, there has been an increase in the filing of suits alleging infringement of intellectual property rights, which pressure defendants into entering into settlement arrangements quickly to dispose of such suits, regardless of their merit. Other companies or individuals may allege that we, or our sales force, consumers, licensees or other parties indemnified by us, infringe on their intellectual property rights. Even if we believe that such claims are without merit, defending such intellectual property litigation can be costly, distract management's attention and resources, and the outcome is inherently uncertain. Claims of intellectual property infringement also might require us to redesign affected products, enter into costly settlement or license agreements, pay costly damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling certain of our products. Any of these results may adversely affect our financial condition.

As a result of claims against us regarding suspected infringement, our technologies may be subject to injunction, we may be required to pay damages, or we may have to seek a license to continue certain practices (which may not be available on reasonable terms, if at all), all of which may significantly increase our operating expenses or may require us to restrict our business activities and limit our ability to deliver our products and services and/or certain features, integrations, and capabilities of our platform. As a result, we may also be required to develop alternative non-infringing technology, which could require significant effort and expense and/or cause us to alter our products or services, which could negatively affect our business.

We employ individuals who were previously employed at other beauty or wellness product companies, including our competitors or potential competitors. To the extent that our employees are involved in research areas that are similar to those in which they were involved with their former employers, we may be subject to claims that such employees have inadvertently or otherwise used or disclosed the alleged trade secrets or other proprietary information of the former employers. Litigation may be necessary to defend against such claims.

If we are unable to protect our intellectual property rights or our proprietary information and know-how, our ability to compete could be negatively impacted and the value of our products could be adversely affected.

The market for our products depends to a significant extent upon the value associated with our product innovations and our brand equity. We rely upon patent, copyright, trademark, and trade secret laws in the United States and other markets, and non-disclosure, confidentiality, and other types of agreements with our employees, sales force, customers, suppliers and other parties, to establish, maintain and enforce our intellectual property rights. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented, or misappropriated, or such intellectual property rights may not be sufficient to permit us to provide competitive advantages, which could result in costly product redesign efforts, discontinuance of certain product offerings or other competitive harm. In addition, the laws of certain foreign markets where we have significant business, including markets such as Mainland China, do not protect our intellectual property rights to the same extent as the laws of the United States.

The costs required to protect our patents and trademarks may be substantial. In some cases it may not even be practical to seek to register our intellectual property for various reasons, including costs and enforceability. We have filed patent and trademark applications globally to protect our intellectual property rights in our new technologies; however, there can be no assurance that our patent and trademark applications will be approved and issued, that any patents and trademarks issued will adequately protect our intellectual property, or that such patents and trademarks will not be challenged by third parties or found by a judicial authority to be invalid or unenforceable. Additionally, we cannot guarantee that our intellectual property rights will be respected and not infringed by third parties. Moreover, many of our products rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties on reasonable terms or at all.

From time to time, we become aware of potential violations of our intellectual property rights. For example, we are aware of the use of and attempts to obtain trademark registrations for “Nu Skin” or phonetically similar marks and of some products that may infringe on our intellectual property related to the *ageLOC LumiSpa* device. To enforce and protect our intellectual property rights, we may initiate actions against third parties to protect our intellectual property, such as patent, copyright, and trademark infringement lawsuits or interference proceedings, and seek indemnification by contract or otherwise. Any lawsuits that we initiate could be expensive, take significant time and divert management’s attention from other business concerns, and we may ultimately fail to prevail or recover on any indemnification claim. Litigation also puts our patents and trademarks at risk of being invalidated or interpreted narrowly and our patent and trademark applications at risk of not issuing. Additionally, we may provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially valuable. The occurrence of any of these events may adversely affect our financial condition or diminish our investments in this area.

In addition to patented technology, we rely on our unpatented proprietary technology, trade secrets, processes and know-how. We generally seek to protect this information by confidentiality, non-disclosure and assignment of invention agreements with our employees, consultants, scientific advisors and third parties. Our employees may leave to work for competitors. Our sales force members may seek other opportunities. These agreements may be breached, and we may not have adequate remedies for any such breach. In addition, our trade secrets may be disclosed to or otherwise become known or be independently developed by competitors. To the extent that our current or former employees, sales force, consultants or contractors use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. If, for any of the above reasons, our intellectual property is disclosed or misappropriated, it would harm our ability to protect our rights and adversely affect our financial condition.

Data Security and Privacy Risks

Failure to maintain satisfactory compliance with certain privacy and data protections laws and regulations, and the integrity of company, employee, sales force, customer or guest data, could expose us to litigation, liability, substantial negative financial consequences and harm to our reputation.

We collect, transmit and/or store large volumes of company, employee, sales force, customer and guest data, including payment card information, personally identifiable information, health-related data, biometric information and other personal information, for business purposes, including for transactional and promotional purposes, and our various information technology systems enter, process, summarize, report and transmit such data. The various mobile applications, connected beauty and wellness devices, and other connected tools that we have developed or are developing also collect data. The integrity and protection of this data is critical to our business.

We are subject to various security and privacy regulations in the markets where we do business, as well as requirements imposed by the payment card industry. For example, the General Data Protection Regulation, which went into effect in the European Union in 2018, imposes increased data protection regulations, the violation of which could result in fines of up to 4% of annual consolidated revenue. Many other U.S. states and foreign jurisdictions have similarly enacted security and privacy regulations. This includes the California Privacy Rights Act ("CPRA"), which took effect January 1, 2023 and expands the California Consumer Privacy Act ("CCPA") of 2020. Other data privacy or data protection laws or regulations have been adopted or are under consideration in many other jurisdictions. We anticipate that federal, state and international regulators will continue to enact legislation related to data protection and privacy. These laws may impose restrictions on our ability to gather and/or transfer personal data, provide individuals with additional rights around their personal data, and place downstream obligations on our Brand Affiliates or other business partners relating to their use of information we provide. Many other jurisdictions, including California and Mainland China, have increased enforcement of laws and regulations that have recently taken effect. In addition, the FTC has taken an increasingly active approach to enforcing data privacy in the U.S. and has launched investigations and taken action against several large private companies over their data privacy practices in the past year. We believe these trends will continue.

In the United States, congressional committees have held preliminary hearings about the advisability of a federal data privacy law, but it is uncertain whether the federal government will adopt such a law and whether it would preempt state data privacy laws. Efforts have been made in recent years at the federal level to establish a comprehensive privacy regime including many of the concepts found in other state and federal privacy bills and laws, such as consent requirements for entities providing services to the public that collect, store, process, use or otherwise control sensitive personal information. The prospect of new data privacy laws and ambiguity regarding the interpretation of new and existing laws has resulted in significant uncertainty and compliance costs.

In addition to laws specifically governing privacy and data security, in some cases, federal and state regulators and state attorneys general and administrative agencies have interpreted more general consumer protection laws to impose standards for the online collection, use, dissemination and security of data. Plaintiffs' counsels have also put forward a number of novel theories suing companies on the basis of their collection and use of information under existing privacy-adjacent laws. For example, there has been a recent increase in class action and individual litigation applying the provisions of the California Invasion of Privacy Act, enacted in 1967, to the use of common website technology. Although we monitor regulatory developments in this area, laws may be implemented, interpreted, or enforced in a non-uniform or inconsistent way across jurisdictions, and we may not be aware of every development that impacts our business. Any actual or perceived failure by us to comply with these requirements could subject us to significant penalties, lawsuits and negative publicity and require changes to our business practices. The costs of complying with existing or new data privacy or data protection laws and regulations may limit our ability to gather personal information needed to provide our products and services, delay or impede the development of new products and services, or negatively impact the use of or demand for our products and services, any of which could harm our business. In particular, maintaining compliance with these and other evolving regulations and requirements around the world has required changes to our information system architecture, data transfer and data storage processes. For example, data privacy laws in Mainland China, the European Union and other jurisdictions place restrictions on the cross-border transmission of personal data, which could impede our ability to perform many business functions, including calculating and paying compensation to our sales force, absent significant changes to our information system architecture. In 2023, the European Union adopted a new adequacy decision for the E.U.-U.S. Data Privacy Framework. However, activist groups have already indicated an intent to challenge this new framework. Because of these challenges, there is constant uncertainty regarding the legal basis for data transfers to the United States from the European Union. This may result in the eventual interruption of such transfers and therefore the interruption of business functions that rely on these transfers. Changing our information system architecture and data transfer and storage processes is difficult and expensive. Investigations by the regulators of data security or protection laws across jurisdictions could also result in the payment of fines, reputational harm and an inability to continue doing business in certain jurisdictions. Class actions or other private actions by affected individuals in some jurisdictions could also result in significant monetary or reputational damage.

The following additional factors also cause risks related to the use of data:

- Sales force—We share certain data with our sales force. We could face fines, investigations, lawsuits or other legal action if our sales force violates, or is perceived to violate, applicable laws and regulations, and our reputation and brand could be negatively impacted.

- Payment card industry data security standards—A failure to adhere to the payment card industry's data security standards could cause us to incur penalties from payment card associations, termination of our ability to accept credit or debit card payments, litigation and adverse publicity, any of which could have a material adverse effect on our business and financial condition.

- Consumer health data regulations—In addition to state comprehensive privacy laws, several states (Washington, Nevada and Connecticut) have passed targeted legislation regulating "consumer health information," generally defined as personal information linked or reasonably linkable to a consumer that identifies their past, present, or future physical or mental health status. This broad definition likely imposes restrictions on our ability to gather this data. These new laws appear to require additional privacy policies and specific consents from consumers; compliance with these new laws may require significant time and effort. If found to be in violation of these laws, we may face regulatory scrutiny and fines. The cost of assessing and bringing company practices into compliance with these new laws can be significant and the risk of legal claims in the event of a non-compliance is increasing. For example, Washington's "My Health, My Data" law creates a private right of action for non-compliance.

- Artificial intelligence ("AI")—If we introduce AI technologies into new or existing offerings or back-office functions, it may result in new or expanded risks and liabilities due to enhanced governmental or regulatory scrutiny, litigation, compliance issues, ethical concerns, and data privacy and security risks, all of which could adversely affect our business, reputation, and financial results. For example, the use of AI technologies could lead to unintended consequences, such as accuracy issues, cybersecurity and data privacy risks, unintended biases, and discriminatory outputs, which could impact our ability to protect our data, intellectual property, and client information, or could expose us to intellectual property claims by third parties. In addition to these risks, several U.S. and international jurisdictions have passed laws regulating the use of AI technologies. For example, the European Union's Artificial Intelligence Act has provided a regulatory landscape that private businesses will need to navigate with caution. The scale of penalties for non-compliance could be up to €35 million or 7% of global turnover. We anticipate we will only see an increase in regulation in this area, which may impact our ability to use AI technologies into our new or existing offerings or back-office functions, and new regulations may require reconstruction of technologies already in use.

The unauthorized access, use, theft or destruction of our information systems or of data that is stored in our information systems or by third parties on our behalf could impact our reputation and brand and expose us to potential liability and loss of revenues.

A breached or compromised data system or the intentional, inadvertent or negligent release, misuse or disclosure of data could result in theft, loss, or fraudulent or unlawful use of company, employee, sales force, customer or guest data. Although we take measures to protect the security, integrity, accessibility and confidentiality of our data systems, we experience cyberattacks of varying degrees and types on a regular basis. Although we use best efforts to detect and investigate all cyberattacks and data security incidents, it may be difficult to determine its scope of impact. Our infrastructure may be vulnerable to these attacks, and in some cases it could take time to discover attacks and determine their impact. Our security measures may also be breached due to employee error or malfeasance, system errors or otherwise. Additionally, outside parties may attempt to fraudulently induce employees, users, or customers to disclose confidential information to gain access to our systems, our data, or our users' or customers' data. Any such breach or unauthorized access could result in the unauthorized disclosure, misuse or loss of sensitive information and lead to significant legal and financial exposure, regulatory inquiries or investigations, loss of confidence by our sales force and customers, disruption of our operations, damage to our reputation, and costs associated with remediating the incident. The cost of investigation and response, including providing required breach notification obligations to individuals, regulators, and other third parties may be significant. The risk of legal claims in the event of a security breach is increasing. A successful assertion of one or more large claims against us in the event of a data breach may exceed available insurance coverage or lead to increases in premiums or required deductibles. A data breach could also lead to a lack of consumer trust and negatively affect our reputation. These risks are likely to increase as we continue to expand operations and process increasing amounts of personal information, proprietary data and sensitive data.

In addition, should a threat-actor successfully breach our systems to a significant extent, they could disable our systems or take our systems offline via ransomware, and such actions could stop or significantly impair our ability to conduct business, including processing orders and tracking and timely paying sales compensation to our sales force. Additionally, threat-actors regularly extort money from victims as a condition to returning the victim's systems to operation and/or to not releasing stolen data to the public.

These risks are heightened as we work with third-party providers, including providers of mobile and cloud technologies, and as our sales force uses social media, as our third-party providers and the social media platforms could be vulnerable to the same types of breaches and other risks. These risks also are heightened as a result of our recent restructurings, which affected several functions at our company, including our information technology and information security functions. Acquisition activity, which we have engaged in and which we plan to continue to engage in, may also heighten these risks, as the systems of the companies we acquire are not under our control prior to the acquisitions and it may take time to evaluate these systems and implement appropriate modifications to them.

Sustainability Risks

Our business could be negatively impacted by corporate citizenship and sustainability matters.

There are increased and increasing expectations and focus from certain investors, Brand Affiliates, consumers, employees, regulators and other stakeholders concerning corporate citizenship and sustainability matters, including environmental, social and governance matters; packaging; responsible sourcing; and diversity, equity and inclusion matters. For example, the European Union's Packaging and Packaging Waste Regulation, which was adopted in December 2024, with some of its provisions becoming effective beginning in August 2026, regulates what kind of packaging can be placed on the EU market, as well as packaging waste management and prevention measures. Packaging not meeting the standards will no longer be allowed on the EU market.

In addition, some jurisdictions, including California and the European Union, have enacted laws requiring public disclosure of information in sustainability-related areas, and from time to time, we announce certain initiatives and goals in these areas. We could fail, or be perceived to fail, in our achievement of such initiatives or goals or in meeting stakeholders' expectations, or we could fail in complying with laws or accurately reporting our progress on such initiatives, goals and expectations. Moreover, the standards by which corporate citizenship and sustainability efforts and related matters are measured are developing and evolving, and certain areas are subject to assumptions. The standards or assumptions could change over time. In addition, we could be criticized for the scope of our initiatives or goals or perceived as not acting responsibly in connection with these matters, such as with our carbon footprint, recyclability of our packaging, ingredients used in our products or the sourcing of such ingredients. Any such matters, or related corporate citizenship and sustainability matters, could have a material adverse effect on our business.

Risks Related to Our Common Stock

The market price of our Class A common stock is subject to significant fluctuations due to a number of factors that are beyond our control.

Our Class A common stock closed at $42.88 per share on January 31, 2023 and closed at $6.55 per share on January 31, 2025. During this two-year period, our common stock traded as low as $5.95 per share and as high as $45.55 per share. Many factors, including some we may be unable to control, could cause the market price of our Class A common stock to fall. Some of these factors include:

- fluctuations in our operating results;
- government investigations of our business;
- trends or adverse publicity related to our business, products, industry or competitors;
- the sale of shares of Class A common stock by significant stockholders;
- our dividend policy;
- demand, and general trends in the market, for our products;
- acquisitions by us or our competitors;
- economic or currency exchange issues in markets in which we operate;
- changes in estimates of our operating performance or changes in recommendations by securities analysts;
- speculative trading, including short selling and options trading, as well as stockholder activism and takeover activity, all of which may be more likely after a stock price decline such as ours in recent years; and
- general economic, business, regulatory and political conditions.

Broad market fluctuations could also lower the market price of our Class A common stock regardless of our actual operating performance.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Our company is exposed to a variety of evolving cybersecurity risks. We invest in our cybersecurity program to manage and mitigate these risks. On an annual basis, we utilize our Enterprise Risk Management (“ERM”) program to estimate our annual loss potential based on our defined control framework and its overall effectiveness. In conjunction with our ERM program, the cybersecurity program references the CIS Critical Security Controls and the NIST Cybersecurity Framework (CSF) to guide our organization’s risk identification and mitigation procedures. In addition, we undergo an annual third-party external PCI penetration test, as well as third-party attack-surface monitoring to understand our potential vulnerabilities, threat vectors, and additional impacts to critical assets and operations. In addition, our cybersecurity team performs procedures to identify risks that inform our annual security roadmap. We also periodically review our cybersecurity policies and require cybersecurity training for our employees.

We periodically engage third-party cybersecurity experts to provide independent assessments of our cybersecurity readiness and control effectiveness. Our goal in collaborating with external cybersecurity firms is to gain insights and knowledge into emerging threats and vulnerabilities, industry trends and best practices to inform our risk remediation efforts. Additionally, we engage with our internal teams to perform tabletop exercises that inform our cybersecurity response capabilities and resilience.

We also enact a process to perform a risk assessment of new third-parties, inclusive of new third-party contracts, which provides an additional layer of oversight in identifying material risks associated with the use of particular external service providers.

At this time, we have not identified risks from known cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected our business strategy, results of operations or financial condition, but we cannot provide assurance that such risks or future material incidents will not materially affect us in the future. For more information regarding the risks we face from cybersecurity threats, please see Item 1A. Risk Factors.

Our management plays a pivotal role in assessing and managing material risks from cybersecurity threats. Our management has implemented a broad and continuous process for cyber event monitoring, analysis of emerging threats, and the development and implementation of risk mitigation strategies. Led by our Chief Technology Officer ("CTO") and Chief Information Security Officer ("CISO"), we implement cybersecurity policies, procedures and strategies, including employee training programs, security assessments and attack detection alerts designed to address the constantly evolving threat landscape. Our CTO has over 20 years of technology experience, including roles at Amazon Web Services, Dell EMC, and Ball Aerospace. Our CISO has over 30 years of cybersecurity and IT leadership experience.

At the Board of Directors level, our Audit Committee oversees our risks related to information security and privacy. To accomplish this responsibility, the Audit Committee meets quarterly with our CTO and CISO to receive and discuss updates on our cybersecurity program. Top risks, key initiatives, any material cyber incidents, remediation activity and security metrics are shared to report the overall loss potential, program effectiveness, risk management conditions and current threat landscape. Our Board of Directors is committed to maintaining a well-informed and security-aware business by regularly engaging through updates on the organization's roadmap and evolving threat landscape.

ITEM 2. PROPERTIES

Our principal properties consist of the following:

Offices

Our principal administrative offices are our corporate headquarters in Provo, Utah and our offices in Shanghai, China.

Distribution Centers

We distribute our products through distribution centers and warehouses in many of our markets, with our principal facilities being in Provo, Utah and Mainland China.

Research and Development Centers

We operate research and development centers in Provo, Utah and Shanghai, China.

Manufacturing Facilities

We operate manufacturing facilities in Mainland China, and two of our Rhyz companies (Manufacturing segment) operate manufacturing facilities in Provo, Utah, Draper, Utah and West Valley City, Utah.

We own the above properties, except we lease the manufacturing facilities in Provo, Utah and West Valley City, Utah, certain of the manufacturing facilities in China, and the land for our facilities in Shanghai, China.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we are involved in legal proceedings arising in the ordinary course of business.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information and Holders

Our Class A common stock is listed on the New York Stock Exchange and trades under the symbol "NUS." The approximate number of holders of record of our Class A common stock as of January 31, 2025 was 207. This number of holders of record does not represent the actual number of beneficial owners of shares of our Class A common stock because shares are frequently held in "street name" by securities dealers and others for the benefit of individual owners who have the right to vote their shares.

Purchases of Equity Securities by the Issuer

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)[1]
October 1 – 31, 2024	—	$ —	—	$ 162.4
November 1 – 30, 2024	—	—	—	$ 162.4
December 1 – 31, 2024	—	—	—	$ 162.4
Total	—	$ —	—	

(1) In August 2018, we announced that our board of directors approved a stock repurchase plan. Under this plan, our board of directors authorized the repurchase of up to $500 million of our outstanding Class A common stock on the open market or in privately negotiated transactions.

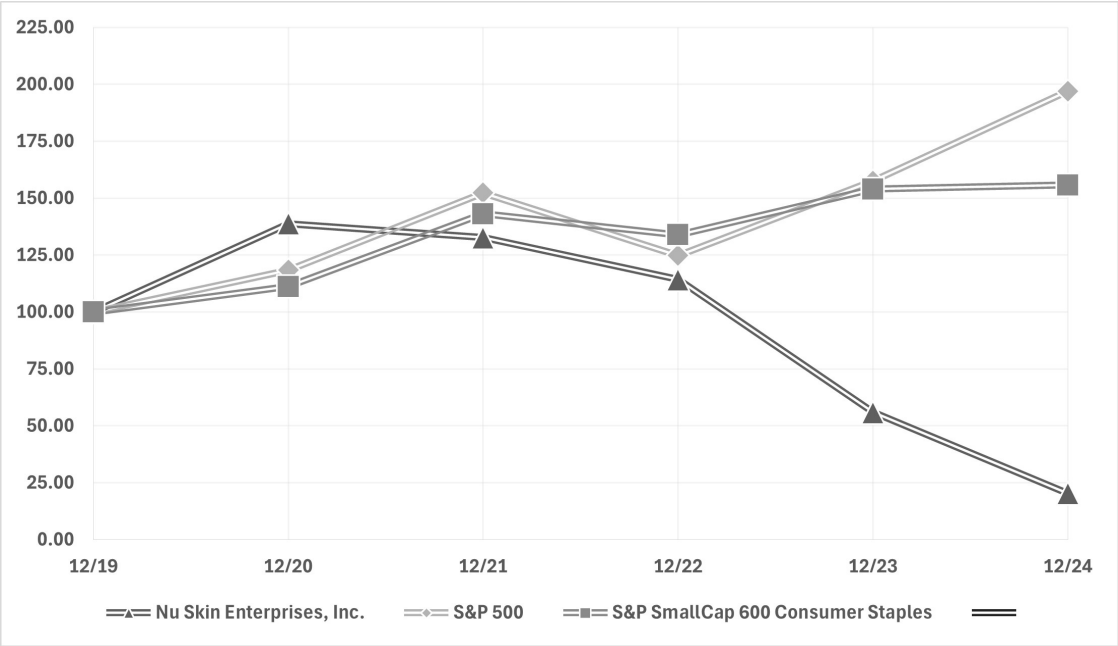
Recent Sales of Unregistered Securities

None.

Stock Performance Graph

The following graph shows the changes in value over the five-year period ended December 31, 2024 of an assumed $100 investment in our Class A common stock, the S&P SmallCap 600 Consumer Staples Index (the "SmallCap Index") and the S&P 500 Index.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN
Among Nu Skin Enterprises, Inc., the S&P 500 Index, and the S&P SmallCap 600 Consumer Staples Index



Measured Period	Nu Skin	S&P 500 Index	S&P SmallCap 600 Consumer Staples Index
December 31, 2019	100.00	100.00	100.00
December 31, 2020	138.78	118.40	111.14
December 31, 2021	132.76	152.39	143.15
December 31, 2022	114.25	124.79	133.89
December 31, 2023	55.88	157.59	153.95
December 31, 2024	20.30	197.02	155.83

The stock performance graph above shall not be deemed to be "soliciting material" or to be "filed" with the U.S. Securities and Exchange Commission or subject to the liabilities of Section 18 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In addition, it shall not be deemed incorporated by reference by any statement that incorporates this Annual Report on Form 10-K by reference into any filing under the Securities Act of 1933 (the "Securities Act") or the Exchange Act, except to the extent that we specifically incorporate this information by reference.

ITEM 6. RESERVED

Not applicable.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes, which are included in this Annual Report on Form 10-K.

Business Overview

Our Products

Nu Skin Enterprises, Inc. develops and distributes a comprehensive line of premium-quality beauty and wellness solutions in nearly 50 markets worldwide. In 2024, our revenue of $1.7 billion was primarily generated by our three primary brands: our beauty brand, Nu Skin; our wellness brand, Pharmanex; and our anti-aging brand, ageLOC. We operate in the direct selling channel, primarily utilizing person-to-person marketing to promote and sell our products, including through the use of social and digital platforms. In all of our markets besides Mainland China, we refer to members of our independent sales force as "Brand Affiliates" because their primary role is to promote our brand and products through their personal and social networks.

In addition to our core Nu Skin business, we also explore new areas of synergistic and adjacent growth through our business arm known as Rhyz Inc. Our Rhyz businesses primarily consist of consumer, technology and manufacturing companies. In 2024, the Rhyz companies generated $286.6 million, or 17% of our 2024 reported revenue (excluding sales to our core Nu Skin business). Rhyz is a key component of our business, and these companies enable us to reduce our cost of goods, improve lead times, diversify our revenue mix, and create synergies for our owned and partner brands.

Recent Developments

Until January 2025, the Rhyz businesses included MyFavoriteThings, Inc., dba Mavely, a social commerce platform. As previously announced, we sold this business in January 2025 for total consideration consisting of $230 million in cash, subject to certain adjustments as set forth in the purchase agreement, including post-closing determination of net working capital and other elements of the purchase price, and a number of shares of the purchaser's common stock valued by the parties at $20 million. Following the completion of certain payments to other equity holders in Mavely, we expect to retain approximately $201 million of cash, subject to certain adjustments as set forth in the purchase agreement, and a number of shares of the purchaser's common stock valued at $10 million. Mavely accounted for $69.6 million of our 2024 reported revenue.

Our Global Operations

In 2024, we generated approximately 30% of our revenue from the United States (consisting of our Nu Skin United States and Rhyz businesses) and the remainder from our international markets. Given the size of our international operations, our results, as reported in U.S. dollars, are often impacted by foreign-currency fluctuations; in 2024, our revenue was negatively impacted 4% from foreign-currency fluctuations compared to 2023. Our results also can be impacted by global economic, political, demographic and business trends and conditions.

A Global Network of Customers, Paid Affiliates and Sales Leaders

As of December 31, 2024, we had 831,972 persons who purchased directly from the company during the previous three months ("Customers"). Our Customer numbers include members of our sales force who made such a purchase, including Paid Affiliates and those who qualify as Sales Leaders, but they do not include consumers who purchase directly from members of our sales force. We believe a significant majority of Customers purchase our products primarily for personal or family consumption but are not actively pursuing the opportunity to generate supplemental income by actively and consistently marketing and reselling products.

Our revenue is highly influenced by the number and productivity of our Sales Leaders. "Sales Leaders" are our Brand Affiliates, as well as sales employees and independent marketers in Mainland China, who achieve certain qualification requirements. Our reported Sales Leaders number is the three-month average of our monthly Sales Leaders as of the end of each month of the quarter.

As we continue to focus on customer acquisition and social commerce, we believe our number of Paid Affiliates is an important indicator of consumer purchasing activity in our business. "Paid Affiliates" are any Brand Affiliates, as well as members of our sales force in Mainland China, who earned sales compensation during the previous three months. Paid Affiliates power our social commerce model and are a bridge to attracting new customers and nurturing relationships and community.

We have been successful in attracting and motivating our sales force by:

- developing and marketing innovative, technologically and scientifically advanced products;
- providing compelling initiatives and strong support; and
- offering an attractive sales compensation, incentive, and recognition rewards structure.

Our global sales force helps us to rapidly introduce products and penetrate our markets with modest up-front promotional expense. We rely on our sales force to create consumer demand for our products, as opposed to a traditional approach of advertising-generated consumer awareness. Our approach is particularly effective with products that benefit from personal education and demonstration. Similar to other companies in our industry, we experience relatively high turnover among our sales force.

To enhance customer retention, we have developed product subscription and loyalty programs that provide incentives for consumers to commit to purchase a specific amount of product on a monthly basis. All purchases under these programs are subject to our standard product payment and return policies. We believe these subscription and loyalty programs have improved consumer retention, have had a stabilizing impact on revenue and have helped generate recurring sales.

Product Innovation

Our sales force markets and sells our products, and attracts others to the opportunity, based on the distinguishing benefits and innovative characteristics of our products. As a result, we leverage our scientific expertise and product development resources to introduce innovative beauty, wellness and anti-aging products. Our sales force is increasingly using social media to market and sell our products. To continue to leverage social media, it is imperative that we develop demonstrable products that are unique and engaging to younger consumers. We strive to strike a balance between the expenses associated with our scientific expertise and sales compensation with a competitive price point.

Any delays or difficulties in introducing compelling products or attractive initiatives or tools into our markets may have a negative impact on our revenue and our number of Customers, Paid Affiliates and Sales Leaders.

Our Product Launch Process

Prior to making a product generally available for purchase in a market, we often do one or more introductory offerings of the product, such as a preview of the product to our Sales Leaders or other product introduction or promotion. We refer to the entire process, beginning with the introductory offering through general availability of the product, as a product launch or our product launch process. The timing of the launch of a particular product often varies from market to market depending on such factors as customer demand, affiliate brand focus, product registration or other local legal requirements, and product availability in our supply chain.

Sales Leader previews and other product introductions and promotions sometimes generate significant activity and a high level of purchasing, which can result in a higher-than-normal increase in revenue during the quarter and skew year-over-year and sequential comparisons. We believe our product launch process attracts new Customers, Paid Affiliates and Sales Leaders to our business, increases consumer trial, and provides us with important marketing and forecasting information about our products. Please refer to Item 1A. Risk Factors for more information on risks related to our product launch process.

Income Statement Presentation

We report revenue in nine segments, and we translate revenue from each market's local currency into U.S. dollars using weighted-average exchange rates. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring products. All revenue associated with a contract is recognized when we satisfy our performance obligations under the contract. We recognize revenue by transferring the promised products to the customer, with revenue recognized at shipping point, the point in time the customer obtains control of the products. We recognize revenue for shipping and handling charges at the time the products are delivered to or picked up by the customer. In most markets, we offer a return policy that allows our sales force to return unopened and unused product for up to 30 days for a full refund, or 12 months subject to a 10% restocking fee. Reported revenue is net of returns, which have historically been less than 5% of annual revenue. Sales taxes and value added taxes in foreign jurisdictions that are collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from net sales.

Cost of sales primarily consists of:

- cost of products purchased from third-party vendors;
- cost of self-manufactured products;
- cost of adjustments to inventory carrying value;
- freight cost of shipping products to our sales force and import duties for the products; and
- royalties and related expenses for licensed technologies.

For markets other than Mainland China, in 2024, we sourced most of our beauty products and wellness products from trusted third-party suppliers and manufacturers. In Mainland China, we operate manufacturing facilities where we produce the majority of our beauty and wellness products sold in Mainland China. We also produce some products at these facilities that are exported to other markets. In addition, our Rhyz Manufacturing entities in the United States are producing some of our products. Cost of sales and gross profit, on a consolidated basis, may fluctuate as a result of changes in the ratio between self-manufactured products and products sourced from third-party vendors. In addition, because we purchase a significant amount of our goods in U.S. dollars and recognize revenue in local currencies, our gross margin is subject to exchange rate risks. Because our gross margins vary from product to product and due to higher pricing in some markets, changes in product mix and geographic revenue mix can impact our gross margin on a consolidated basis.

Selling expenses are our most significant expense and are classified as operating expenses. Selling expenses include sales commissions paid to our sales force, special incentives, costs for incentive trips, cost of sales force conventions and other rewards, as well as salaries, service fees, benefits, bonuses and other labor and unemployment expenses we pay to our sales force in Mainland China. The sales force conventions are held in various markets worldwide, which we generally expense in the period in which they are incurred. Because our various sales force conventions are not held during each fiscal year, or in the same period each year, their impact on our general and administrative expenses may vary from year to year and from quarter to quarter. For example, we currently plan to hold a global convention approximately every other year. We held our last in-person global convention in the third quarter of 2024, with an east event in South Korea and a west event in the United States. These conventions have significant expenses associated with them. Because we have not incurred expenses for these conventions during every fiscal year or in comparable interim periods, year-over-year comparisons have been impacted accordingly. Selling expenses do not include amounts we pay to our sales force based on their personal purchases; rather, such amounts are reflected as reductions to revenue. Our global sales compensation plan, which we employ in all our markets except Mainland China, is an important factor in our ability to attract and retain our Sales Leaders. Under our global sales compensation plan, Sales Leaders can earn “multi-level” compensation, where they earn commissions for product sales to their consumer groups as well as the product sales made through the sales network they have developed and trained. We do not pay commissions on business portfolios. Fluctuations occur in the amount of commissions paid as our numbers of Customers and Sales Leaders change from month to month, but the fluctuation in the overall payout as a percentage of revenue tends to be relatively small. Selling expenses as a percentage of revenue typically increase in connection with a significant product offering, due to growth in the number of Sales Leaders qualifying for increased sales compensation and promotional incentives. From time to time, we make modifications and enhancements to our global sales compensation plan in an effort to help motivate our sales force and develop leadership characteristics, which can have an impact on selling expenses.

Outside of Mainland China, Brand Affiliates also have the opportunity to make profits by purchasing products from us at a discount and selling them to consumers with a mark-up. We do not account for, nor pay, additional commissions on these mark-ups received by Brand Affiliates. In many markets, we also allow individuals who are not part of our sales force, whom we refer to as “preferred customers,” to buy products directly from us at a discount. We pay commissions on preferred customer purchases to the referring member of our sales force.

General and administrative expenses include:

- wages and benefits;
- rents and utilities;
- depreciation and amortization;
- promotion and advertising;
- professional fees;
- travel;
- research and development; and
- other operating expenses.

Labor expenses are the most significant portion of our general and administrative expenses.

Provision for income taxes depends on the statutory tax rates and the withholding taxes in each of the jurisdictions in which we operate. For example, statutory tax rates in 2024 were approximately 17% in Hong Kong, 20% in Taiwan, 21% in South Korea, 32% in Japan and 25% in Mainland China. We are subject to taxation in the United States at the statutory corporate federal tax rate of 21% in 2024, and we pay taxes in multiple states within the United States at various tax rates. Our overall effective tax rate was 16.3% for the year ended December 31, 2024, a decrease from the previous fiscal year due to the sale of the Company’s subsidiary Mavely on January 2, 2025.

Critical Accounting Policies and Estimates

The following critical accounting policies and estimates should be read in conjunction with our audited consolidated financial statements and related notes thereto. Management considers our critical accounting policies to be accounting for income taxes and accounting for intangible assets. In each of these areas, management makes estimates based on historical results, current trends and future projections.

Income Taxes. We account for income taxes in accordance with the Income Taxes Topic of the Financial Accounting Standards Codification. This Topic establishes financial accounting and reporting standards for the effects of income taxes that result from an enterprise's activities during the current and preceding years. We take an asset and liability approach for financial accounting and reporting of income taxes. We pay income taxes in many foreign jurisdictions based on the profits realized in those jurisdictions, which can be significantly impacted by terms of intercompany transactions between Nu Skin affiliates around the world. Deferred tax assets and liabilities are created in this process. As of December 31, 2024, we had net deferred tax assets of $173.9 million. We net these deferred tax assets and deferred tax liabilities by jurisdiction. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be ultimately realized. These deferred tax assets assume sufficient future earnings will exist for their realization and are calculated using anticipated tax rates. In certain jurisdictions, valuation allowances have been recorded against the deferred tax assets specifically related to use of foreign tax credits for branch income and net operating losses. The valuation allowance assessment requires estimates as to future operating results. These estimates are made on an ongoing basis based upon the Company's business plans and growth strategies in each market and consequently, future material changes in the valuation allowance are possible. The valuation allowance reduces the deferred tax assets to an amount that management determined is more-likely-than-not to be realized. When we determine that there is sufficient taxable income to utilize the foreign tax credits or the net operating losses, the valuation allowances will be released. In the event we were to determine that we would not be able to realize all or part of our deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to earnings in the period such determination was made. It is reasonably possible that within the next 12 months sufficient negative evidence may exist that will require us to establish additional valuation allowance on our deferred tax assets that we do not expect to realize.

We evaluate our indefinite reinvestment assertions with respect to foreign earnings for each period. Other than earnings we intend to reinvest indefinitely, we accrue for the U.S. federal and state income taxes applicable to the earnings. For all foreign earnings, we accrue the applicable foreign income taxes. We intend to utilize the offshore earnings to fund foreign investments, specifically capital expenditures. Undistributed earnings that we have indefinitely reinvested aggregate to $60.0 million as of December 31, 2024. If this amount were repatriated to the United States, the amount of incremental taxes would be approximately $6.0 million.

The company operates in and files income tax returns in the U.S. and numerous foreign jurisdictions, which are subject to examination by tax authorities. Years open to examination contain matters that could be subject to differing interpretations of applicable tax laws and regulations related to the amount and/or timing of income, deductions, and tax credits. We account for uncertain tax positions in accordance with Accounting Standards Codification ("ASC") 740, Income Taxes. This guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement. In 2009, we entered into a voluntary program with the IRS called Compliance Assurance Process ("CAP"). Under the CAP program, the IRS audits the tax position of the Company to identify and resolve any tax issues that may arise throughout the tax year. In 2022, the IRS developed a new phase of CAP called "Bridge Plus." Under Bridge Plus the taxpayer is required to provide book-to-tax reconciliations, credit utilization and other supporting documentation shortly after their audited financial statement is finalized. The company was selected for the Bridge Plus phase for the 2023, 2024, and 2025 tax years. As of December 31, 2024, all open tax years except 2021 have been audited and are effectively closed to further examination. For the tax year 2021, the Company was in the Bridge phase of the CAP program, pursuant to which the IRS did not accept disclosures, did not conduct reviews and did not provide letters of assurance for the Bridge year. There are limited circumstances that tax years in the Bridge phase will be opened for examination. With a few exceptions, we are no longer subject to state and local income tax examination by tax authorities for the years before 2021. Foreign jurisdictions have varying lengths of statutes of limitations for income tax examinations. Some statutes are as short as three years and in certain markets may be as long as ten years. We are currently under examination in certain foreign jurisdictions; however, the outcomes of those reviews are not yet determinable.

Our unrecognized tax benefits are related to multiple foreign and domestic jurisdictions. Due to potential changes in unrecognized tax benefits from the multiple jurisdictions in which we operate, as well as the expiration of various statutes of limitation, it is reasonably possible that our gross unrecognized tax benefits, net of foreign currency adjustments, may decrease within the next 12 months by a range of approximately $1.0 to $2.0 million.

At December 31, 2024, we had $25.9 million in unrecognized tax benefits of which $25.9 million, if recognized, would affect the effective tax rate. In comparison, at December 31, 2023, we had $22.0 million in unrecognized tax benefits of which $22.0 million, if recognized, would affect the effective tax rate. We recognized an increase of approximately $0.7 million in interest and penalties expense during the year ended December 31, 2024 and $0.6 million in interest and penalties during the year ended December 31, 2023. We had approximately $13.7 million, $13.0 million and $12.4 million of accrued interest and penalties related to uncertain tax positions at December 31, 2024, 2023 and 2022, respectively. Interest and penalties related to uncertain tax positions are recognized as a component of income tax expense.

In 2021, as part of the Organization for Economic Co-operation and Development's ("OECD") Inclusive Framework, 140 member countries agreed to the implementation of the Pillar Two Global Minimum Tax ("Pillar Two") of 15%. The OECD continues to release additional guidance, including administrative guidance on how Pillar Two rules should be interpreted and applied by jurisdictions as they adopt Pillar Two. A number of countries have utilized the administrative guidance as a starting point for legislation that went into effect January 1, 2024. The company did not have a tax impact related to Pillar Two in 2024 and based on current enacted legislation, the Company does not anticipate a material impact related to Pillar Two for 2025.

In December 2024, The U.S. Treasury Department and IRS released final and proposed regulations relating to the determination under section 987 of taxable income or loss and foreign currency gain or loss with respect to a qualified business unit (QBU). The final regulations are effective for tax years beginning after December 31, 2024, with early adoption permitted. We are currently evaluating the impact that this guidance will have on the disclosures within our consolidated financial statements.

We are subject to regular audits by federal, state and foreign tax authorities. These audits may result in additional tax liabilities. We account for such contingent liabilities in accordance with relevant accounting standards and believe we have appropriately provided for income taxes for all years. Several factors drive the calculation of our tax reserves. Some of these factors include: (i) the expiration of various statutes of limitations; (ii) changes in tax law and regulations; (iii) issuance of tax rulings; and (iv) settlements with tax authorities. Changes in any of these factors may result in adjustments to our reserves, which would impact our reported financial results.

Intangible Assets. Acquired intangible assets may represent indefinite-lived assets, determinable-lived intangibles or goodwill. Of these, only the costs of determinable-lived intangibles are amortized to expense over their estimated life. The value of indefinite-lived intangible assets and residual goodwill is not amortized, but is tested at least annually for impairment. Our impairment testing for goodwill is performed separately from our impairment testing of indefinite-lived intangibles. We test goodwill for impairment, at least annually, by reviewing the book value compared to the fair value at the reportable unit level. We have the option to perform a qualitative assessment to determine whether further impairment testing is necessary or to perform a quantitative assessment by comparing the fair value of a reporting unit to its carrying amount, including goodwill. Under the qualitative assessment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be measured. We elected to perform the quantitative assessment for fiscal year 2022 and we used the qualitative assessment for fiscal year 2023.

Considerable management judgment and assumptions are used in our goodwill impairment assessment, including with respect to the estimated future cash flows, the earnings multiples used in the market approach, the discount rate used to discount such estimated future cash flows to their net present value and the reasonableness of the implied control premium relative to our market capitalization. These factors could materially increase or decrease the fair value of our reporting units and, accordingly, could result in a related impairment charge. Declines in our market capitalization or in our business performance could also result in a material impairment charge in a future period.

During the three months ended March 31, 2024, we determined that the recent decline in our stock price and corresponding decrease in market capitalization were a triggering event that required us to perform a quantitative impairment analysis. Based on the analysis, we concluded the fair values of all reporting units were in excess of their carrying amounts and no impairment charge was required. For goodwill, the estimated fair value of the reporting units exceeded the carrying value by approximately 1% - 7%.

During the three months ended June 30, 2024, we determined that the continued decline in our stock price and corresponding decrease in market capitalization as well as declines in some of our reporting units' forecasts were triggering events that required us to perform a quantitative impairment analysis. Based on the analysis, we concluded that the estimated fair value of Americas, Mainland China, Southeast Asia/Pacific, Japan, South Korea, Europe & Africa, Hong Kong/Taiwan and our BeautyBio reporting units were less than their carrying value of equity as June 30, 2024. As a result, we recorded a non-cash goodwill impairment charge of $130.9 million in the second quarter of 2024.

In addition, during the three months ended June 30, 2024, we determined that the current operating losses and decline in forecasted losses associated with our BeautyBio retail asset group were an interim triggering event that required us to perform an interim impairment analysis on our BeautyBio retail asset group. We assessed the recoverability of the related asset group comparing the carrying value of the asset group to the undiscounted cash flows expected to be generated. The recoverability test indicated the retail asset group was impaired. We concluded the carrying value of the retail asset group exceeded the estimated fair value which resulted in an impairment charge of $10.1 million in our Rhyz Other segment during the three months ended June 30, 2024.

During the three months ended September 30, 2024, we determined that the continued decline in our stock price and corresponding decrease in market capitalization were a triggering event that required us to perform a quantitative impairment analysis for the Manufacturing and Rhyz Other reporting units. Based on the analysis, we concluded the fair value of the Manufacturing and Rhyz Other reporting units were in excess of their carrying amounts and no impairment charge was required at that time.

- During the three months ended December 31, 2024, the continued decline in our BeautyBio reporting unit forecast was a triggering event that required us to perform a quantitative analysis. As a result, we concluded the estimated fair value of our BeautyBio reporting unit was less than its carrying value and as a result recorded a non-cash goodwill impairment charge of $3.6 million.

- At the time of the September 30, 2024 analysis, the estimated fair value of the Manufacturing reporting unit exceeded the carrying value by approximately 8%; therefore, the reporting unit is considered to be at risk of future impairment. The Manufacturing reporting units' fair values remain sensitive to unfavorable changes in assumptions utilized in the income approach, including revenue growth rates, profitability margins, estimated future cash flows, and the discount rates that could result in impairment charges in a future period.

Our revenue and profitability forecasts used in the goodwill impairment assessments considered recent and historical performance, strategic initiatives, industry trends and macroeconomic factors. Assumptions used in the valuations were similar to those that would be used by market participants performing independent valuations of the business.

Key assumptions developed by management and used in the quantitative analyses:

- Financial projections and future cash flows, including a base year that considered recent actual results lower than previous internal forecasts, with revenue growth and profitability improvement throughout the forecast period that reflects the long-term strategy for the business, and terminal growth rates based on the expected long-term growth rate of the business; and

- Market-based discount rates.

During 2022, we recognized an impairment charge of $1.7 million associated with determinable-lived intangibles. We did not recognize any impairment charges for goodwill or intangible assets during 2023.

Results of Operations

The following table sets forth our operating results as a percentage of revenue for the periods indicated:

	Year Ended December 31,		
	2024	2023	2022
Revenue	100.0%	100.0%	100.0%
Cost of sales	31.8	31.1	28.3
Gross profit	68.2	68.9	71.7
Operating expenses:			
Selling expenses	37.6	37.7	39.5
General and administrative expenses	27.7	27.8	25.0
Restructuring and impairment expenses	11.7	1.0	2.3
Total operating expenses	77.0	66.5	66.7
Operating income (loss)	(8.8)	2.4	5.0
Interest expense	1.5	1.3	0.6
Other income (expense), net	0.2	0.2	(0.4)
Income (loss) before provision for income taxes	(10.1)	1.3	4.0
Provision (benefit) for income taxes	(1.6)	0.9	(0.7)
Net income (loss)	(8.5)%	0.4%	4.7%

2024 Compared to 2023

Overview

Revenue in 2024 decreased 12% to $1.73 billion from $1.97 billion in 2023. Our 2024 revenue was negatively impacted 4% from foreign-currency fluctuations. As of the end of the fourth quarter of 2024, Customers decreased 15%, Paid Affiliates decreased 13% and Sales Leaders decreased 16% compared to the prior year.

The year-over-year decrease in our 2024 revenue was primarily driven by the continued macroeconomic pressures we've been facing in our markets, which have negatively impacted consumer spending and customer acquisition. The declines in our core Nu Skin segments were partially offset by 32% growth in our Rhyz segments, partially from acquisitions in the second quarter of 2023 as well as organic growth. In January 2025, we sold one of our Rhyz businesses that accounted for $69.6 million of our 2024 reported revenue. Rhyz is a key component of our business, and these companies enable us to reduce our cost of goods, improve lead times, diversify our revenue mix, and create synergies for our owned and partner brands. In the fourth quarter of 2024 we began to introduce enhancements to our sales performance plan, which we believe combines the best of affiliate marketing and leadership incentives to activate our existing sales force and excite potential new prospects. The plan is placing an enhanced focus on upfront earnings to help attract and retain new affiliates.

Earnings per share in 2024 decreased to $(2.95) from $0.17 in 2023. The decrease in earnings per share was primarily driven by $202.4 million of restructuring and impairment charges, an inventory write-off charge of $38.8 million as well as the overall decline in revenue, partially offset by the 2023 $65.7 million inventory write-off charge and the $19.8 million restructuring charges. Our earnings per share was also impacted by a decrease in our effective tax rate for 2024.

Segment Results

We report our business in nine segments to reflect our current management approach. These segments consist of our seven geographic Nu Skin segments—Americas, Southeast Asia/Pacific, Mainland China, Japan, Europe & Africa, South Korea, and Hong Kong/Taiwan—and our two Rhyz segments—Manufacturing and Rhyz Other. The Nu Skin Other category includes miscellaneous corporate revenue and related adjustments. The Rhyz Other segment includes other investments by our Rhyz business arm. Our Europe & Africa segment was previously Europe, Middle East and Africa ("EMEA"), but was changed following the June 2023 closure of the Israel market.

The following table sets forth revenue for the years ended December 31, 2024 and 2023 for each of our reportable segments (U.S. dollars in thousands):

	Year Ended December 31,			Constant Currency Change[1]
	2024	2023	Change	
Nu Skin				
Americas	$ 322,516	$ 398,222	(19.0)%	(8.2)%
Southeast Asia/Pacific	244,846	267,206	(8.4)%	(6.4)%
Mainland China	235,235	298,079	(21.1)%	(19.7)%
Japan	181,557	207,833	(12.6)%	(5.9)%
Europe & Africa	164,164	192,352	(14.7)%	(14.6)%
South Korea	163,706	236,099	(30.7)%	(27.7)%
Hong Kong/Taiwan	130,610	153,589	(15.0)%	(13.3)%
Other	2,832	(858)	(431.2)%	(430.3)%
Total Nu Skin	1,445,466	1,752,522	(17.5)%	(13.2)%
Rhyz				
Manufacturing	201,430	181,395	11.0%	11.0%
Rhyz Other	85,188	35,214	141.9%	142.0%
Total Rhyz	286,618	216,609	32.3%	32.3%
Total	$ 1,732,084	$ 1,969,131	(12.0)%	(8.2)%

(1) Constant-currency revenue change is a non-GAAP financial measure. See "Non-GAAP Financial Measures," below.

The tables below set forth summarized financial information for each of our reportable segments for the years ended December 31, 2024 and 2023 (U.S. dollars in thousands). Segment contribution excludes certain intercompany charges, specifically royalties, license fees, transfer pricing and other miscellaneous items. We use segment contribution to measure the portion of profitability that the segment managers have the ability to control for their respective segments. For additional information regarding our segments and the calculation of segment contribution, see Note 16 to the consolidated financial statements contained in this report.

	Year Ended December 31, 2024									
	Nu Skin							Rhyz Investments		
	Americas	Southeast Asia/ Pacific	Mainland China	Japan	Europe & Africa	South Korea	Hong Kong/ Taiwan	Manufacturing	Rhyz Other	Total Segments
Revenue	$ 322,516	$ 244,846	$ 235,235	$ 181,557	$ 164,164	$ 163,706	$ 130,610	$ 201,430	$ 85,188	$ 1,729,252
Cost of sales	83,461	64,950	44,059	36,852	42,766	33,600	24,932	164,145	14,532	509,297
Other segment items	171,338	134,666	145,086	93,907	100,389	79,360	70,989	35,825	116,465	948,025
Segment contribution	$ 67,717	$ 45,230	$ 46,090	$ 50,798	$ 21,009	$ 50,746	$ 34,689	$ 1,460	$ (45,809)	$ 271,930
Segment contribution as a percentage of revenue	*21%*	*18%*	*20%*	*28%*	*13%*	*31%*	*27%*	*1%*	*-54%*	*-9%*

	Year Ended December 31, 2023									
	Nu Skin							Rhyz Investments		
	Americas	Southeast Asia/ Pacific	Mainland China	Japan	Europe & Africa	South Korea	Hong Kong/ Taiwan	Manufacturing	Rhyz Other	Total Segments
Revenue	$ 398,222	$ 267,206	$ 298,079	$ 207,833	$ 192,352	$ 236,099	$ 153,589	$ 181,395	$ 35,214	$ 1,969,989
Cost of sales	104,162	71,364	46,915	41,191	54,095	46,326	27,488	136,875	5,274	533,690
Other segment items	215,117	148,099	188,905	112,566	119,665	115,682	85,519	32,199	50,504	1,068,256
Segment contribution	$ 78,943	$ 47,743	$ 62,259	$ 54,076	$ 18,592	$ 74,091	$ 40,582	$ 12,321	$ (20,564)	$ 378,043
Segment contribution as a percentage of revenue	*20%*	*18%*	*21%*	*26%*	*10%*	*31%*	*26%*	*7%*	*-58%*	*19%*

The following table provides information concerning the number of Customers, Paid Affiliates and Sales Leaders in our core Nu Skin business as of December 31, 2024 and 2023.

- "Customers" are persons who have purchased directly from the Company during the three months ended as of the date indicated. Our Customer numbers include members of our sales force who made such a purchase, including Paid Affiliates and those who qualify as Sales Leaders, but they do not include consumers who purchase directly from members of our sales force.

- "Paid Affiliates" are any Brand Affiliates, as well as members of our sales force in Mainland China, who earned sales compensation during the three-month period. In all of our markets besides Mainland China, we refer to members of our independent sales force as "Brand Affiliates" because their primary role is to promote our brand and products through their personal social networks.

- "Sales Leaders" are the three-month average of our monthly Brand Affiliates, as well as sales employees and independent marketers in Mainland China, who achieved certain qualification requirements as of the end of each month of the quarter.

	Three Months Ended December 31,		
	2024	2023	Change
Customers			
Americas	227,556	231,183	(2)%
Southeast Asia/Pacific	82,956	106,471	(22)%
Mainland China	150,731	207,276	(27)%
Japan	110,069	113,670	(3)%
Europe & Africa	133,306	163,178	(18)%
South Korea	81,301	103,151	(21)%
Hong Kong/Taiwan	46,053	52,110	(12)%
Total	831,972	977,039	(15)%
Paid Affiliates			
Americas	28,361	31,910	(11)%
Southeast Asia/Pacific[(1)]	26,310	34,404	(24)%
Mainland China	22,125	25,889	(15)%
Japan	22,318	22,417	—
Europe & Africa	16,860	18,888	(11)%
South Korea[(1)]	17,939	22,166	(19)%
Hong Kong/Taiwan	10,961	11,212	(2)%
Total	144,874	166,886	(13)%
Sales Leaders			
Americas	6,778	7,126	(5)%
Southeast Asia/Pacific	5,288	6,418	(18)%
Mainland China	8,969	11,296	(21)%
Japan	6,780	7,086	(4)%
Europe & Africa	3,343	3,968	(16)%
South Korea	3,343	5,249	(36)%
Hong Kong/Taiwan	2,411	2,916	(17)%
Total	36,912	44,059	(16)%

(1) The December 31, 2024 number is affected by a change in eligibility requirements for receiving certain rewards within our compensation structure, to more narrowly focus on those affiliates who are actively building a consumer base. See "Southeast Asia/Pacific," and "South Korea," below. We plan to implement these changes in additional segments over the next several quarters.

Following is a narrative discussion of our results in each segment, which supplements the tables above.

Americas. The results in our Americas segment reflect a continued decline in momentum in our North America markets, while our Latin America markets continue to be challenged by macroeconomic issues. In connection with our transformation efforts, we also have experienced disruptions to our subscription sales in North America, which negatively impacted revenue. In addition, our reported revenue reflects a negative impact from unfavorable foreign currency fluctuations of 10.8% for fiscal year 2024. Our 2024 revenue benefited from new and recent product launches, including our *ageLOC WellSpa iO* and *Nu Skin RenuSpa iO* connected devices, which generated approximately $32.5 million in revenue for 2024, and our *ageLOC TruFace Peptide Retinol Complex* with advanced peptide technology and *MYND360,* our new brand taking a holistic approach to support cognitive health, which generated a total of approximately $9.6 million of revenue during the second half of 2024. We introduced our enhancements to the sales performance plan in North America starting in November 2024.

In the second quarter of 2024, we launched our developing market strategy in Argentina, with a revised operating model with a focused product portfolio and modified business model that has enabled us to reach a broader demographic. During the third and fourth quarters of 2024, our Argentina market revenue, Customers and Sales Leaders all experienced double-digit growth year-over-year. We plan on leveraging our learnings from this strategy throughout the remainder of Latin America in 2025.

The year-over-year decrease in segment contribution primarily reflects the decline in revenue.

Southeast Asia/Pacific. The decline in revenue, Customers, Paid Affiliates and Sales Leaders for 2024 is partially attributable to slowing momentum from the general macroeconomic factors in the markets along with price increases that we implemented to address inflation. During the second half of 2024, we began to see year-over-year improvements in many of our markets, but our Indonesia market remains challenging. Our Paid Affiliates were negatively impacted by a change in eligibility requirements in our Pacific markets for receiving certain rewards within our compensation structure. We estimate the change in eligibility requirements resulted in a reduction of approximately 1,500 Paid Affiliates for the three months ended December 31, 2024.

The year-over-year decrease in segment contribution is primarily attributable to the decline in revenue.

Mainland China. Our Mainland China market continued to be challenged during 2024, with ongoing macroeconomic factors and the associated decrease in consumer spending leading to declines in revenue, Customers, Paid Affiliates and Sales Leaders. We anticipate the current regulatory pressures as well as other economic challenges persisting as the economy works to recover.

The year-over-year decrease in segment contribution for 2024 primarily reflects lower revenue. In addition, our segment contribution was impacted by a 2.7 percentage point decrease in gross margin for 2024, attributable to increased sales promotions as well as pressure from the new manufacturing plant that went into operation in the fourth quarter of 2023. Our segment contribution was also impacted by a 1.4 percentage point increase in selling expenses as a percentage of revenue for 2024, due to increased transitional sales force incentives.

Japan. The decline in revenue is primarily attributable to a 6.7% negative impact from unfavorable foreign-currency fluctuations as well as consumer inflationary pressures which depressed spending. On a local currency basis, revenue decreased 5.9%.

The year-over-year decline in segment contribution reflects the decreased revenue, partially offset by a 1.3 percentage point decline in general and administrative expenses for 2024 attributable to savings from our restructuring plan.

Europe & Africa. The reduction in revenue, Customers, Paid Affiliates and Sales Leaders reflects the continued softening of momentum, as well as a continuation of the macroeconomic factors that have led to a decline in the purchasing power of our customers. Leveraging our learnings from Argentina, we plan on focusing on a product and pricing strategy aimed towards increasing accessibility and affordability.

The year-over-year increase in segment contribution is primarily attributable to a 2.1 percentage-point increase in gross margin from less sales discounts, as well as a 0.50 percentage-point decrease in general and administrative expenses as a percent of revenue from cost saving efforts, all partially offset by the decline in revenue.

South Korea. Our South Korea market was challenged by difficult macroeconomic trends, including inflationary pressures, and our associated price increases which negatively impacted our revenue, Customers, Paid Affiliates and Sales Leaders for the year ended December 31, 2024. During the fourth quarter of 2024, we introduced our enhancements to the sales performance plan in South Korea. Our Paid Affiliates were also negatively impacted by a change in eligibility requirements for receiving certain rewards within our compensation structure. We estimate the change in eligibility requirements resulted in a reduction of approximately 1,000 Paid Affiliates for the three months ended December 31, 2024.

The year-over-year decrease in segment contribution primarily reflects the decline in revenue.

Hong Kong/Taiwan. The declines in our Hong Kong/Taiwan segment for 2024 are attributable to macroeconomic issues, which are resulting in less purchasing power for our consumers. In addition, we experienced some transformational pressures with new technology in Taiwan.

The decline in segment contribution was primarily driven by the decline in revenue.

Manufacturing. Our Manufacturing segment revenue increased 11.0%, primarily driven by our Wasatch Manufacturing entity. During 2024, Wasatch revenue increased approximately 20.6%, primarily from onboarding new customers and expansion in capabilities.

The decrease in segment contribution for 2024 is primarily from the revenue mix amongst our manufacturing entities as well as product mix, which resulted in less profitability for the periods presented.

Rhyz Other. The increase in revenue of our Rhyz Other segment was primarily driven by 182.4% growth at our Mavely entity. This entity accounted for $69.6 million and $24.7 million of our 2024 and 2023 reported revenue, respectively.

The increase in segment contribution for 2024 is primarily from increased profitability at our Mavely entity as it continued to grow.

As previously disclosed, in January 2025, we completed the sale of our Mavely entity for $230 million in cash, subject to certain adjustments as set forth in the purchase agreement, including post-closing determination of net working capital and other elements of the purchase price, and a number of shares of the purchaser's common stock valued by the parties at $20 million. Following the completion of certain payments to other equity holders in Mavely, we expect to retain approximately $201 million of cash, subject to certain adjustments as set forth in the purchase agreement, and a number of shares of the purchaser's common stock valued at $10 million. In the first quarter of 2025, we expect to record a pre-tax gain on disposition of approximately $170-$190 million, pending the finalization of the valuation.

Consolidated Results

Revenue

Revenue for the year ended December 31, 2024 decreased 12% to $1.73 billion, compared to $1.97 billion in the prior-year period. For a discussion and analysis of this decline in revenue, see "Overview" and "Segment Results," above.

Gross profit

Gross profit as a percentage of revenue decreased to 68.2% in 2024, compared to 68.9% in 2023. Gross profit as a percentage of revenue for core Nu Skin increased 1.1 percentage points to 74.3%. Our gross margin was also impacted by the gross margin of our owned manufacturing entities, which as previously disclosed, is significantly lower than the gross margin of our core Nu Skin business. With the year-over-year growth within our Manufacturing segment, their revenue represented a higher proportion of our overall consolidated revenue for the year ended December 31, 2024 than in the prior-year. In the fourth quarter of 2024, we recorded an incremental inventory write-off charge of $38.8 million as we continue to accelerate and expand our product portfolio optimization, compared to a $65.7 million charge in 2023.

Selling expenses

Selling expenses as a percentage of revenue decreased to 37.6% in 2024, compared to 37.7% for 2023. Our core Nu Skin business's selling expense as a percentage of revenue increased 0.8 percentage points to 41.9% for 2024, compared to 41.1% for 2023. Selling expenses for our core Nu Skin business are driven by the specific performance of our individual Sales Leaders. Given the size of our sales force and the various components of our compensation and incentive programs, selling expenses as a percentage of revenue typically fluctuate plus or minus approximately 100 basis points from period to period. Our selling expenses are also impacted by the growth within our Manufacturing segment, which has minimal selling expenses. We expect to see future fluctuations in our selling expenses as a result of growth in the Rhyz segments and varying level of selling expenses by entity. For example, as discussed above, Manufacturing has minimal selling expenses, and within Rhyz Other, the Mavely business that we sold in January 2025 had selling expenses of approximately 80% of revenue, and the selling expenses of the other two entities in Rhyz Other are minimal. In the third quarter of 2024, we held our global Nu Skin L!VE event with an east L!VE in South Korea and a west L!VE in the United States. As a result of these events, we incurred approximately $10.2 million of incremental expenditures, which contributed to our elevated selling expenses.

General and administrative expenses

General and administrative expenses decreased to $479.0 million in 2024, compared to $546.9 million in 2023. The $67.9 million decrease primarily was from a $48.1 million reduction in labor expense and $16.0 million reduction in occupancy related expenses, both attributable to our recent restructuring plans, in which we reduced our physical footprint and headcount. As a percentage of revenue, general and administrative decreased 0.1 percentage points to 27.7% for 2024, compared to 27.8% for 2023.

Restructuring and impairment expenses

2022 restructuring plan. In the third quarter of 2022, we adopted a strategic plan to focus resources on our strategic priorities and optimize future growth and profitability. The global program included workforce reductions and footprint optimization. Total charges incurred under the program were approximately $53.3 million, with $40.8 million in cash charges of severance and lease termination cost and approximately $12.5 million of non-cash charges of impairment of fixed assets, acceleration of depreciation and impairment of other intangibles related to our footprint optimization. During 2022, we incurred charges to be settled in cash of $20.1 million in severance charges, $7.4 million in lease termination cost, and $5.2 million in other associated cost, and non-cash charges of $8.2 million in fixed asset impairments, $0.9 million in accelerated depreciation and $1.7 million in impairment of other intangibles. During 2023, we incurred charges to be settled in cash of $4.0 million in severance charges, $1.9 million in lease termination cost, and $2.2 million in other associated cost, and non-cash charges of $1.7 million in accelerated depreciation.

2023 restructuring plan. In the fourth quarter of 2023, we adopted another strategic plan to focus resources on our global priorities and optimize future growth and profitability. The global program includes workforce reductions and fixed asset impairments associated with our consolidation of technology assets. Total charges under the program included approximately $27.9 million in cash charges of severance, approximately $1.0 million in other cash charges and approximately $38.8 million in non-cash charges, including approximately $36.6 million in fixed asset impairments. We have incurred all expected charges under the 2023 plan and anticipate making the remaining payments in the first half of 2025. During the fourth quarter of 2023, we incurred charges to be settled in cash of $10.0 million in severance charges. During 2024, we incurred charges to be settled in cash of $17.9 million in severance charges and $1.0 million of other associated cost, and non-cash charges of $36.6 million of fixed asset impairments and $2.2 million of other non-cash charges.

Goodwill and intangibles impairment. During the three months ended June 30, 2024, we determined that the continued decline in our stock price and corresponding decrease in market capitalization as well as declines in some of our reporting units' forecasts were triggering events that required us to perform a quantitative impairment analysis. When we performed an impairment test during the second quarter of 2024, we concluded that the estimated fair value of Americas, Mainland China, Southeast Asia/Pacific, Japan, South Korea, Europe & Africa, Hong Kong/Taiwan and our BeautyBio reporting units were less than their carrying value of equity as June 30, 2024. As a result, we recorded a non-cash goodwill impairment charge of $130.9 million in the second quarter of 2024. During the fourth quarter of 2024, the continued decline in our BeautyBio reporting unit forecast was a triggering event that required us to perform a quantitative analysis. As a result, we concluded the estimated fair value of our BeautyBio reporting unit was less than its carrying value and as a result recorded a non-cash goodwill impairment charge of $3.6 million.

In addition, during the three months ended June 30, 2024, we determined that the current operating losses and decline in forecasted losses associated with our BeautyBio retail asset group were an interim triggering event that required us to perform an interim impairment analysis on our BeautyBio retail asset group. We assessed the recoverability of the related asset group comparing the carrying value of the asset group to the undiscounted cash flows expected to be generated. The recoverability test indicated the retail asset group was impaired. We concluded the carrying value of the retail asset group exceeded the estimated fair value which resulted in an impairment charge of $10.1 million in our Rhyz Other segment during the three months ended June 30, 2024.

Interest expense

Interest expense increased to $26.4 million for 2024, compared to $25.6 million in the prior-year period. The increase in interest expense was primarily due to increased borrowings on our revolving credit facility in the first half of 2024 compared to 2023, associated with our June 2023 acquisition of BeautyBio. During January 2025, we made a $115.0 million payment on our term loan using a portion of the proceeds from the Mavely sale; accordingly, we anticipate that our interest expense will decline in the first quarter of 2025.

Other income (expense), net

Other income (expense), net for 2024 was $2.9 million, compared to $3.9 million in 2023. The decrease in other income for year ended December 31, 2024 primarily reflects an incremental $0.7 million of foreign currency losses.

Provision for income taxes

Provision (benefit) for income taxes decreased to $(28.5) million in 2024 from $18.0 million in 2023. Our effective tax rate decreased to 16.3% of pre-tax income in 2024 from 67.7% in 2023. The decrease in the effective tax rate for 2024 is primarily due to the company having net loss in 2024 but still paying taxes, primarily in foreign jurisdictions.

For 2025, we currently anticipate that our effective tax rate will be approximately 25-35%. Our actual 2025 effective tax rate could differ materially from this estimate. Our future effective tax rates could fluctuate significantly, being affected by numerous factors, such as intercompany transactions, changes in our business operations, foreign audits, increases in uncertain tax positions, acquisitions, entry into new markets, the amount of our foreign earnings, including earnings being lower than anticipated in jurisdictions where we have a lower statutory rate and higher than anticipated in jurisdictions where we have a higher statutory rate, losses incurred in jurisdictions, the inability to realize tax benefits, withholding taxes, changes in foreign currency exchange rates, changes in our stock price, changes in our deferred tax assets and liabilities and their valuation.

Net income (loss)

As a result of the foregoing factors, net income in 2024 decreased to $(146.6) million, compared to $8.6 million in 2023.

2023 Compared to 2022

For a comparison of our operating results for 2023 compared to 2022, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations beginning on page 46 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the SEC on February 15, 2024.

Liquidity and Capital Resources

Historically, our principal uses of cash have included operating expenses (particularly selling expenses) and working capital (principally inventory purchases), as well as capital expenditures, stock repurchases, dividends, debt repayment and the development of operations in new markets. We have at times incurred long-term debt, or drawn on our revolving line of credit, to fund strategic transactions, stock repurchases, capital investments and short-term operating needs. We typically generate positive cash flow from operations due to favorable margins and have generally relied on cash from operations to fund operating activities. We generated $111.7 million in cash from operations during 2024, compared to $118.6 million in cash from operations during 2023.

As of December 31, 2024, cash and cash equivalents, including current investments, were $198.0 million compared to $267.8 million as of December 31, 2023. The decrease was primarily driven by our quarterly debt payments, $85.0 million paid on our revolving credit facility and capital expenditures, as discussed below, partially offset by $111.7 million in cash from operations. Working capital as of December 31, 2024 was $242.0 million compared to $373.0 million as of December 31, 2023. Our decline in working capital is primarily attributable to the decline in cash as discussed above and a lower inventory balance, partially offset by a decrease in accrued expenses associated with lower employee-related cost and commissions.

Cash requirements. For 2025, we currently expect that our material cash requirements will include the following:

- Cash requirements for operating activities. Our operating expenses typically total approximately 85%-90% of our revenue, with compensation to our sales force constituting 40%-43% of our core Nu Skin revenue. These compensation expenses consist primarily of commission payments, which we generally pay to our sales force within approximately one to two months of the sale. Inventory purchases have historically constituted approximately 15%-20% of our revenue. On average, we purchase our inventory approximately three to six months prior to sale. While our actual cash usage may vary based on the timing of payments, we currently expect these approximate percentages and payment practices to continue in 2025. In addition, we expect our 2025 lease payments will be approximately $21.5 million.
- Cash requirements for investing activities. As discussed in more detail below, our capital expenditures are expected to be $45-65 million for 2025.
- Cash requirements for financing activities. In 2025 we are obligated to make a total of $20.0 million in quarterly principal payments plus the associated interest on our term loan. We also anticipate paying quarterly cash dividends throughout 2025, approximating $3 million per quarter depending on the number of shares outstanding as of record date. Additional details about our dividends and term loan are provided below.

For 2025 and onward, we currently expect the above material cash requirements will remain. See Note 7 and Note 8 to the consolidated financial statements contained in this report for our future cash requirements related to our debt principal repayment and our maturities of lease liabilities.

We intend to fund the aforementioned cash requirements with our cash from operations and draw on our revolving credit facility, as needed, to address any short-term funding requirements.

Capital expenditures. Capital expenditures in 2024 totaled $41.6 million. As with 2024, we expect that the capital expenditures in 2025 will be primarily related to:

- Rhyz plant expansion to increase capacity and capabilities;
- purchases and expenditures for computer systems and equipment, software, and application development; and
- the expansion and upgrade of facilities in our various markets.

We estimate that capital expenditures for the uses listed above will total approximately $45-65 million for 2025.

Credit Agreement. On June 14, 2022, we entered into an Amended and Restated Credit Agreement (the “Credit Agreement”) with various financial institutions as lenders and Bank of America, N.A., as administrative agent. The Credit Agreement provides for a $400.0 million term loan facility and a $500.0 million revolving credit facility, each with a term of five years. We used the proceeds of the term loan and the draw on the revolving facility to pay off the previous credit agreement. Both facilities bear interest at the Secured Overnight Financing Rate ("SOFR"), plus a margin based on our consolidated leverage ratio. The term loan facility amortizes in quarterly installments in amounts resulting in an annual amortization of 2.5% during the first year and 5.0% during the subsequent years after the closing date of the Credit Agreement, with the remainder payable at final maturity. As of December 31, 2024 and 2023, we had $35.0 million and $120.0 million of outstanding borrowings under our revolving credit facility, and $360.0 million and $385.0 million on our term loan facility. The carrying value of the debt also reflects debt issuance costs of $1.4 million and $2.0 million as of December 31, 2024 and 2023, respectively, related to the Credit Agreement. The Credit Agreement requires us to maintain a consolidated leverage ratio not exceeding 2.25 to 1.00 and a consolidated interest coverage ratio of no less than 3.00 to 1.00. As of December 31, 2024, we were in compliance with all debt covenants under the Credit Agreement. In January 2025, we made a $115.0 million payment on our term loan using a portion of the proceeds from the Mavely sale.

Derivative instruments. As of December 31, 2024, we had four interest rate swaps, with a total notional principal amount of $200 million and a maturity date of July 31, 2025. We entered into these interest rate swap arrangements during the third quarter of 2020 to hedge the variable cash flows associated with our variable-rate debt under the Credit Agreement. Our interest expense may increase after our interest rate swaps expire in July 2025.

Stock repurchase plan. In 2018, our board of directors approved a stock repurchase plan authorizing us to repurchase up to $500.0 million of our outstanding shares of Class A common stock on the open market or in private transactions. During 2024, we made no repurchases. As of December 31, 2024, $162.4 million was available for repurchases under the plan. Our stock repurchases are used primarily to offset dilution from our equity incentive plans and for strategic initiatives.

Dividends. In February, May, August and November 2024, our board of directors declared quarterly cash dividends of $0.06 per share. The quarterly cash dividends of $3.0 million were paid on March 6, 2024, June 12, 2024, September 11, 2024 and December 11, 2024 to stockholders of record on February 26, 2024, May 31, 2024, August 30, 2024 and November 29, 2024. In February 2025, our board of directors declared a quarterly cash dividend of $0.06 per share to be paid on March 5, 2025 to stockholders of record on February 24, 2025. During 2023, we paid quarterly cash dividends of $0.39 per share. The decrease in the quarterly dividend in 2024 preserved approximately $65.0 million of capital in 2024. Currently, we anticipate that our board of directors will continue to declare quarterly cash dividends and that the cash flows from operations will be sufficient to fund our future dividend payments. However, the continued declaration of dividends is subject to the discretion of our board of directors and will depend upon various factors, including our net earnings, financial condition, cash requirements, future prospects and other relevant factors.

Cash from foreign subsidiaries. As of December 31, 2024 and 2023, we held $198.0 million and $267.8 million, respectively, in cash and cash equivalents, including current investments. These amounts include $154.1 million and $222.4 million as of December 31, 2024 and 2023, respectively, held in our operations outside of the United States. Substantially all of our non-U.S. cash and cash equivalents are readily convertible into U.S. dollars or other currencies, subject to procedural or other requirements in certain markets, as well as an indefinite-reinvestment designation, as described below.

We typically fund the cash requirements of our operations in the United States through intercompany dividends, intercompany loans and intercompany charges for products, use of intangible property, and corporate services. However, some markets impose government-approval or other requirements for the repatriation of dividends. For example, in Mainland China, we are unable to repatriate cash from current operations in the form of dividends until we file the necessary statutory financial statements for the relevant period. As of December 31, 2024 and 2023, we had $27.4 million and $31.8 million, respectively, in cash denominated in Chinese RMB. We also have experienced delays in repatriating cash from Argentina. As of December 31, 2024 and 2023, we had $22.4 million and $17.7 million, respectively, in intercompany receivable with our Argentina subsidiary. We also have intercompany loan arrangements with some of our markets, including Mainland China, that allow us to access available cash, subject to certain limits in Mainland China and other jurisdictions. We also have drawn on our revolving line of credit to address cash needs until we can repatriate cash from Mainland China or other markets, and we may continue to do so. Except for $60 million of earnings in Mainland China that we designated as indefinitely reinvested during the second quarter of 2018, we currently plan to repatriate undistributed earnings from our non-U.S. operations as necessary, considering the cash needs of our non-U.S. operations and the cash needs of our U.S. operations for dividends, stock repurchases, capital investments, debt repayment and strategic transactions. Repatriation of non-U.S. earnings is subject to withholding taxes in certain foreign jurisdictions. Accordingly, we have accrued the necessary withholding taxes related to the non-U.S. earnings.

We currently believe that existing cash balances, future cash flows from operations and existing lines of credit will be adequate to fund our cash needs on both a short- and long-term basis. The majority of our historical expenses have been variable in nature and as such, a potential reduction in the level of revenue would reduce our cash flow needs. In the event that our current cash balances, future cash flow from operations and current lines of credit are not sufficient to meet our obligations or strategic needs, we would consider raising additional funds in the debt or equity markets or restructuring our current debt obligations. Additionally, we would consider realigning our strategic plans, including a reduction in capital spending, stock repurchases or dividend payments.

Non-GAAP Financial Measures

Constant-currency revenue change is a non-GAAP financial measure that removes the impact of fluctuations in foreign-currency exchange rates, thereby facilitating period-to-period comparisons of the Company's performance. It is calculated by translating the current period's revenue at the same average exchange rates in effect during the applicable prior-year period and then comparing that amount to the prior-year period's revenue. We believe that constant-currency revenue change is useful to investors, lenders, and analysts because such information enables them to gauge the impact of foreign-currency fluctuations on our revenue from period to period.

Contingent Liabilities

Please refer to Note 17 to the consolidated financial statements contained in this report for information regarding our contingent liabilities.

Seasonality and Cyclicality

In addition to general economic factors, we are impacted by seasonal factors and trends such as major cultural events and vacation patterns. For example, most Asian markets celebrate their respective local New Year in the first quarter, which generally has a negative impact on that quarter. We believe that direct selling is also generally negatively impacted during the third quarter, when many individuals, including our sales force, traditionally take vacations.

Prior to making a product generally available for purchase in a market, we often do one or more introductory offerings of the product, such as a preview of the product to our Sales Leaders or other product introduction or promotion. These offerings sometimes generate significant activity and a high level of purchasing, which can result in a higher-than-normal increase in revenue, Sales Leaders, Paid Affiliates and/or Customers during the quarter and skew year-over-year and sequential comparisons.

Recent Accounting Pronouncements

A description of new accounting pronouncements is contained in Note 2 to consolidated financial statements contained in this report.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Currency Risk and Exchange Rate Information

A majority of our revenue and many of our expenses are recognized outside of the United States, except for inventory purchases, a significant portion of which are primarily transacted in U.S. dollars from vendors in the United States. The local currency of each of our Subsidiaries' primary markets is considered the functional currency with the exception of our Asia product-distribution subsidiary in Singapore and, as discussed below, our subsidiary in Argentina. All revenue and expenses are translated at weighted-average exchange rates for the periods reported. Therefore, our reported revenue and earnings will be positively impacted by a weakening of the U.S. dollar and will be negatively impacted by a strengthening of the U.S. dollar. These impacts may be significant because a large portion of our business is derived from outside of the United States. Given the uncertainty of exchange rate fluctuations, it is difficult to predict the effect of these fluctuations on our future business, product pricing and results of operations or financial condition.

In the second quarter of 2018, published inflation indices indicated that the three-year cumulative inflation in Argentina exceeded 100%, and as of July 1, 2018, we elected to adopt highly inflationary accounting for our subsidiary in Argentina. Under highly inflationary accounting, Argentina's functional currency became the U.S. dollar, and its income statement and balance sheet have been measured in U.S. dollars using both current and historical rates of exchange. The effect of changes in exchange rates on peso-denominated monetary assets and liabilities has been reflected in earnings in Other income (expense), net and was not material. As of December 31, 2024, our Argentina subsidiary had a small net peso monetary position. Net sales of Argentina were less than 2% of our consolidated net sales for 2024, 2023 and 2022.

We may seek to reduce our exposure to fluctuations in foreign currency exchange rates through the use of foreign currency exchange contracts and through intercompany loans of foreign currency. We do not use derivative financial instruments for trading or speculative purposes. We regularly monitor our foreign currency risks and periodically take measures to reduce the impact of foreign exchange fluctuations on our operating results. As of December 31, 2024, and 2023, we did not hold non-designated mark-to-market forward derivative contracts to hedge foreign-denominated intercompany positions or third-party foreign debt. As of December 31, 2024 and 2023, we did not hold any forward contracts designated as foreign-currency cash flow hedges. We continue to evaluate our foreign currency hedging policy.

Following are the weighted-average currency exchange rates of U.S. $1 into local currency for each of our international or foreign markets in which revenue exceeded U.S. $5.0 million for at least one of the quarters listed:

	2024				2023			
	4th Quarter	3rd Quarter	2nd Quarter	1st Quarter	4th Quarter	3rd Quarter	2nd Quarter	1st Quarter
Argentina	1,000.8	948.8	888.9	821.9	429.5	295.7	232.9	190.2
Australia	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Canada	1.4	1.4	1.4	1.3	1.4	1.3	1.3	1.4
Eurozone countries	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
Hong Kong	7.8	7.8	7.8	7.8	7.8	7.8	7.8	7.8
Indonesia	15,839	15,805	16,167	15,664	15,605	15,229	14,885	15,235
Japan	152.4	148.8	156.0	148.5	147.6	144.8	137.4	132.4
Mainland China	7.2	7.2	7.2	7.2	7.2	7.2	7.0	6.9
Malaysia	4.4	4.5	4.7	4.7	4.7	4.6	4.5	4.4
Mexico	20.1	18.9	17.3	17.0	17.5	17.1	17.6	18.7
Singapore	1.3	1.3	1.4	1.3	1.4	1.3	1.3	1.3
South Korea	1,399.1	1,351.9	1,371.7	1,330.0	1,321.1	1,316.6	1,314.5	1,283.0
Taiwan	32.4	32.2	32.4	31.5	31.7	31.8	30.7	30.4
Vietnam	25,282	25,046	25,363	24,568	24,374	23,926	23,478	23,587

Interest Rate Risk

We are exposed to risks related to fluctuations in interest rates on our outstanding variable rate debt. As of December 31, 2024, we had $393.6 million outstanding on the term loan, net of unamortized debt issuance cost and outstanding borrowings on our revolving credit facility. Our four interest rate swaps reduce our exposure to interest rate risk on our term loan by $200.0 million as of December 31, 2024. As a result, the total variable debt of $193.6 million was exposed to market risks as of December 31, 2024. A hypothetical one percentage point increase (decrease) in interest rates on our variable rate debt would increase (decrease) our annual interest expense by approximately $1.9 million.

For variable rate debt, interest rate changes generally do not affect the fair value of the debt instrument, but do impact future earnings and cash flows, assuming other factors are held constant. We have not entered into and currently do not hold derivatives for trading or speculative purposes.

For additional information about our market risk see Note 15 to the consolidated financial statements contained in this report.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

1. Financial Statements. Set forth below is the index to the Financial Statements included in this Item 8:

2. Financial Statement Schedules: Financial statement schedules have been omitted because they are not required or are not applicable, or because the required information is shown in the financial statements or notes thereto.

NU SKIN ENTERPRISES, INC.
Consolidated Balance Sheets
(U.S. dollars in thousands)

	December 31, 2024	December 31, 2023
ASSETS		
Current assets		
Cash and cash equivalents	$ 186,883	$ 256,057
Current investments	11,111	11,759
Accounts receivable, net	50,784	58,695
Inventories, net	190,242	279,978
Prepaid expenses and other	72,643	81,066
Current assets held for sale	26,936	14,316
Total current assets	538,599	701,871
Property and equipment, net	379,595	432,965
Operating lease right-of-use assets	72,605	90,107
Goodwill	83,625	218,166
Other intangible assets, net	74,278	95,260
Other assets	298,008	247,606
Long-term assets held for sale	22,204	22,651
Total assets	$ 1,468,914	$ 1,808,626
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 34,880	$ 43,113
Accrued expenses	217,808	253,702
Current portion of long-term debt	30,000	25,000
Current liabilities held for sale	13,919	7,056
Total current liabilities	296,607	328,871
Operating lease liabilities	58,439	70,943
Long-term debt	363,613	478,040
Other liabilities	97,475	106,641
Long-term liabilities held for sale	1,325	2,163
Total liabilities	817,459	986,658
Commitments and contingencies (Notes 8 and 17)		
Stockholders' equity		
Class A common stock – 500 million shares authorized, $0.001 par value, 90.6 million shares issued	91	91
Additional paid-in capital	627,787	621,853
Treasury stock, at cost – 40.8 million and 41.1 million shares	(1,563,614)	(1,570,440)
Accumulated other comprehensive loss	(124,758)	(100,006)
Retained earnings	1,711,949	1,870,470
Total stockholders' equity	651,455	821,968
Total liabilities and stockholders' equity	$ 1,468,914	$ 1,808,626

The accompanying notes are an integral part of these consolidated financial statements.

NU SKIN ENTERPRISES, INC.
Consolidated Statements of Income
(U.S. dollars in thousands, except per share amounts)

	Year Ended December 31,		
	2024	**2023**	**2022**
Revenue	$ 1,732,084	$ 1,969,131	$ 2,225,659
Cost of sales	550,233	611,850	630,915
Gross profit	1,181,851	1,357,281	1,594,744
Operating expenses:			
Selling expenses	652,039	742,365	879,634
General and administrative expenses	479,037	546,858	555,769
Restructuring and impairment expenses	202,360	19,790	48,494
Total operating expenses	1,333,436	1,309,013	1,483,897
Operating income (loss)	(151,585)	48,268	110,847
Interest expense	26,409	25,560	13,493
Other income (expense), net	2,943	3,870	(8,384)
Income (loss) before provision for income taxes	(175,051)	26,578	88,970
Provision (benefit) for income taxes	(28,457)	17,983	(15,808)
Net income (loss)	$ (146,594)	$ 8,595	$ 104,778
Net income (loss) per share:			
Basic	$ (2.95)	$ 0.17	$ 2.10
Diluted	$ (2.95)	$ 0.17	$ 2.07
Weighted-average common shares outstanding (000s):			
Basic	49,662	49,711	50,002
Diluted	49,662	49,860	50,525

The accompanying notes are an integral part of these consolidated financial statements.

NU SKIN ENTERPRISES, INC.
Consolidated Statements of Comprehensive Income
(U.S. dollars in thousands)

	Year Ended December 31,		
	2024	**2023**	**2022**
Net income (loss)	$ (146,594)	$ 8,595	$ 104,778
Other comprehensive income (loss):			
Foreign currency translation adjustment, net of taxes of $406, $(626), and $536, respectively	(18,497)	(7,973)	(22,918)
Net unrealized gains/(losses) on cash flow hedges, net of taxes of $(497), $(629) and $(3,519), respectively	1,800	2,281	12,748
Less: Reclassification adjustment for realized losses/(gains) in current earnings on cash flow hedges, net of taxes of $2,223, $2,154, and $674, respectively	(8,055)	(7,805)	(2,443)
	(24,752)	(13,497)	(12,613)
Comprehensive income (loss)	$ (171,346)	$ (4,902)	$ 92,165

The accompanying notes are an integral part of these consolidated financial statements.

NU SKIN ENTERPRISES, INC.
Consolidated Statements of Stockholders' Equity
(U.S. dollars in thousands)

	Class A Common Stock	Additional Paid-in Capital	Treasury Stock, at cost	Accumulated Other Comprehensive Loss	Retained Earnings	Total
Balance at January 1, 2022	$ 91	$ 601,703	$ (1,526,860)	$ (73,896)	$ 1,911,734	$ 912,772
Net income	—	—	—	—	104,778	104,778
Other comprehensive loss, net of tax	—	—	—	(12,613)	—	(12,613)
Repurchase of Class A common stock (Note 9)	—	—	(70,045)	—	—	(70,045)
Exercise of employee stock options (1.2 million shares)/vesting of stock awards	—	(792)	27,844	—	—	27,052
Stock-based compensation	—	12,367	—	—	—	12,367
Cash dividends	—	—	—	—	(77,015)	(77,015)
Balance at December 31, 2022	$ 91	$ 613,278	$ (1,569,061)	$ (86,509)	$ 1,939,497	$ 897,296
Net income	—	—	—	—	8,595	8,595
Other comprehensive loss, net of tax	—	—	—	(13,497)	—	(13,497)
Repurchase of Class A common stock (Note 9)	—	—	(13,011)	—	—	(13,011)
Exercise of employee stock options (0.5 million shares)/vesting of stock awards	—	(7,071)	11,632	—	—	4,561
Stock-based compensation	—	15,646	—	—	—	15,646
Cash dividends	—	—	—	—	(77,622)	(77,622)
Balance at December 31, 2023	$ 91	$ 621,853	$ (1,570,440)	$ (100,006)	$ 1,870,470	$ 821,968
Net income (loss)	—	—	—	—	(146,594)	(146,594)
Other comprehensive loss, net of tax	—	—	—	(24,752)	—	(24,752)
Exercise of employee stock options (0.3 million shares)/vesting of stock awards	—	(8,889)	6,826	—	—	(2,063)
Stock-based compensation	—	14,823	—	—	—	14,823
Cash dividends	—	—	—	—	(11,927)	(11,927)
Balance at December 31, 2024	$ 91	$ 627,787	$ (1,563,614)	$ (124,758)	$ 1,711,949	$ 651,455

The accompanying notes are an integral part of these consolidated financial statements.

NU SKIN ENTERPRISES, INC.
Consolidated Statements of Cash Flows
(U.S. dollars in thousands)

	Year Ended December 31,		
	2024	**2023**	**2022**
Cash flows from operating activities:			
Net income (loss)	$ (146,594)	$ 8,595	$ 104,778
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	69,810	70,923	72,506
Non-cash lease expense	26,600	33,321	44,518
Stock-based compensation	14,823	15,646	12,367
Inventory write-down	48,221	88,108	43,286
Foreign currency losses	1,709	1,039	8,245
(Gain) loss on disposal of assets	(84)	780	33
Impairment of fixed assets, goodwill and other intangibles	181,069	—	9,916
Deferred taxes	(55,477)	(18,090)	(51,626)
Changes in operating assets and liabilities:			
Accounts receivable, net	(7,763)	(22,679)	(11,449)
Inventories, net	30,318	(13,222)	(2,972)
Prepaid expenses and other	579	6,359	2,758
Other assets	(1,054)	45	3,099
Accounts payable	(7,294)	(10,083)	9,263
Accrued expenses	(27,582)	(37,701)	(120,833)
Other liabilities	(15,539)	(4,402)	(15,827)
Net cash provided by operating activities	111,742	118,639	108,062
Cash flows from investing activities:			
Purchases of property and equipment	(41,583)	(58,490)	(59,056)
Proceeds on investment sales	18,378	18,147	5,932
Purchases of investments	(14,757)	(16,883)	(13,955)
Acquisitions (net of cash acquired)	—	(77,275)	—
Net cash used in investing activities	(37,962)	(134,501)	(67,079)
Cash flows from financing activities:			
Exercise of employee stock options and taxes paid related to the net shares settlement of stock awards	(2,063)	4,561	27,052
Payment of cash dividends	(11,927)	(77,622)	(77,015)
Repurchase of shares of common stock	—	(13,011)	(70,045)
Finance lease principal payments	(2,886)	(3,198)	(1,919)
Contingent consideration payments	(6,300)	—	—
Payment of debt issuance cost	—	—	(5,077)
Payments on debt	(125,000)	(10,000)	(432,500)
Proceeds from debt	15,000	110,000	460,000
Net cash (used in) provided by financing activities	(133,176)	10,730	(99,504)
Effect of exchange rate changes on cash	(9,778)	(3,536)	(16,347)
Net decrease in cash and cash equivalents	(69,174)	(8,668)	(74,868)
Cash and cash equivalents, beginning of period	256,057	264,725	339,593
Cash and cash equivalents, end of period	$ 186,883	$ 256,057	$ 264,725

The accompanying notes are an integral part of these consolidated financial statements.

NU SKIN ENTERPRISES, INC.
Notes to Consolidated Financial Statements

1. The Company

Nu Skin Enterprises, Inc. (the "Company") is a holding company, with Nu Skin being the primary operating unit. Nu Skin develops and distributes premium-quality, innovative beauty and wellness products that are sold worldwide primarily under the Nu Skin, Pharmanex and ageLOC brands. The Company reports revenue from nine segments, consisting of its seven geographic Nu Skin segments—Americas, which includes Canada, Latin America and the United States; Southeast Asia/Pacific, which includes Indonesia, Malaysia, the Philippines, Singapore, Thailand, Vietnam, Australia, New Zealand, and other markets; Mainland China; Japan; Europe and Africa, which includes markets in Europe as well as South Africa; South Korea; and Hong Kong/Taiwan, which also includes Macau—and two Rhyz segments—Manufacturing, which includes manufacturing and packaging subsidiaries it has acquired; and Rhyz Other, which includes other investments by its Rhyz business arm (the Company's subsidiaries operating within each segment are collectively referred to as the "Subsidiaries").

2. Summary of Significant Accounting Policies

Consolidation

The consolidated financial statements include the accounts of the Company and the Subsidiaries. All intercompany accounts and transactions are eliminated in consolidation.

Use of estimates

The preparation of these financial statements, in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), required management to make estimates and assumptions that affected the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ from these estimates.

Reclassifications

Certain prior period amounts have been reclassified to conform with current presentation. The Company reclassified $25.6 million and $13.5 million of interest expense from other income (expense), net to the interest expense line on the consolidated statement of income for the fiscal year 2023 and 2022, respectively. The reclassification had no impact on net income for fiscal year 2023 or 2022. The Company reclassified certain amounts in the consolidated balance sheet for December 31, 2023, see Note 3 "Held for Sale" for more information.

Cash and cash equivalents

Cash equivalents are short-term, highly liquid instruments with original maturities of 90 days or less.

Accounts receivable

Accounts receivable represents amounts owed to us through our operating activities and are presented net of allowance for doubtful accounts. Accounts receivable for core Nu Skin consists primarily of credit card receivables, while accounts receivable for our Rhyz businesses consists primarily of trade receivables from customer sales. For the Company's trade receivables from its Rhyz customers, the Company performs ongoing credit evaluations of its customers and maintains an allowance for expected credit losses. The allowance for expected credit losses represents the Company's best estimate based on current and historical information, and reasonable and supportable forecasts of future events and circumstances.

Inventories

Inventories consist primarily of merchandise purchased for resale and are stated at the lower of standard cost or net realizable value, using a standard cost method which approximates the first-in, first-out method. The Company had reserves of its inventory carrying value totaling $84.0 million and $83.4 million as of December 31, 2024 and 2023, respectively.

Inventories consist of the following (U.S. dollars in thousands):

	December 31,	
	2024	2023
Raw materials	$ 121,929	$ 140,133
Finished goods	68,313	139,845
Total inventory, net	$ 190,242	$ 279,978

Reserves of inventories consist of the following (U.S. dollars in thousands):

	2024	2023	2022
Beginning balance	$ 83,378	$ 37,267	$ 18,643
Additions [1]	48,211	88,108	43,286
Disposals	(47,583)	(41,997)	(24,662)
Ending balance	$ 84,006	$ 83,378	$ 37,267

(1) During the fourth quarter of 2024, the Company further executed on its product portfolio optimization initiative which resulted in an incremental inventory write-off charge of $38.8 million to the inventory carrying value. During the third quarter of 2023, the Company made the strategic decision to re-balance and narrow its product portfolio, which resulted in an incremental inventory write-off charge of $65.7 million. During the third quarter of 2022, the Company reserved an incremental $26.9 million of inventory.

Prepaid expense and other

Prepaid expenses and other consist of the following (U.S. dollars in thousands):

	December 31,	
	2024	2023
Deferred charges	$ 6,023	$ 10,227
Prepaid income tax	11,532	8,376
Prepaid inventory and import costs	4,931	5,689
Prepaid rent, insurance and other occupancy costs	3,597	1,643
Prepaid promotion and event cost	5,818	6,556
Prepaid other taxes	3,237	5,608
Derivative financial instruments	4,708	8,955
Prepaid software license	15,118	13,931
Deposits	3,960	2,287
Other	13,719	17,794
Total prepaid expense and other	$ 72,643	$ 81,066

Property and equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is recorded using the straight-line method over the following estimated useful lives:

Buildings	39 years
Furniture and fixtures	5 - 7 years
Computers and equipment	3 - 5 years
Leasehold improvements	Shorter of estimated useful life or lease term
Scanners	3 years
Vehicles	3 - 5 years

Expenditures for maintenance and repairs are charged to expense as incurred. When an asset is sold or otherwise disposed of, the cost and associated accumulated depreciation are removed from the accounts and the resulting gain or loss is recognized in the statement of income. Property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. An impairment loss is recognized if the carrying amount of the asset exceeds its fair value.

Leases

The Company determines if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (“ROU”) assets, accrued expenses and operating lease liabilities on the consolidated balance sheets. Finance leases are included in other assets, accrued expenses and other liabilities on the consolidated balance sheets.

Operating lease ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term. The Company uses its estimated incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. The operating lease ROU assets also include any lease payments made and exclude lease incentives and initial direct costs incurred. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Leases with a term of 12 months or less are not recorded on the balance sheet. The Company's lease agreements do not contain any residual value guarantees.

The Company has lease agreements with lease and non-lease components. The Company accounts for the lease and non-lease components as a single lease component.

Goodwill and other intangible assets

Goodwill is recorded when the cost of acquired businesses exceeds the fair value of the identifiable net assets acquired. Goodwill and intangible assets with indefinite useful lives are not amortized, but are assessed for impairment annually on October 1. In addition, impairment testing is conducted when events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. Goodwill and intangible assets with indefinite useful lives would be written down to fair value if considered impaired. Guidance under Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other* ("ASC 350"), requires an entity to test goodwill for impairment on at least an annual basis. The Company had the option to perform a qualitative assessment to determine whether further impairment testing is necessary or to perform a quantitative assessment by comparing the fair value of a reporting unit to its carrying amount, including goodwill. Under the qualitative assessment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be measured. In fiscal years 2022 and 2024 a quantitative assessment was performed. In fiscal year 2023, the Company elected to perform the qualitative assessment, and determined that it was not more likely than not the carrying value exceeded the fair value of the reporting units. Intangible assets with finite useful lives are amortized to their estimated residual values over such finite lives using the straight-line method and reviewed for impairment whenever events or circumstances warrant such a review.

During the three months ended June 30, 2024, the Company determined that the continued decline in the Company's stock price and corresponding decrease in market capitalization as well as declines in some of the Company's reporting units' forecasts were triggering events that required the Company to perform a quantitative impairment analysis for all reporting units. Based on the analysis, the Company concluded the estimated fair values of certain of its reporting units were less than their carrying values of equity as June 30, 2024. As a result, the Company recorded non-cash goodwill impairment charges of $130.9 million within restructuring and impairment expenses on the consolidated statement of income during the three months ended June 30, 2024. The impairment charges were $9.4 million for the Americas segment, $32.2 million for the Mainland China segment, $18.5 million for the Southeast Asia/Pacific segment, $16.0 million for the Japan segment, $29.3 million for the South Korea segment, $2.9 million for the Europe & Africa segment, $6.6 million for the Hong Kong/Taiwan segment and $15.9 million for the BeautyBio reporting unit within the Rhyz Other segment. As part of the Company's impairment analysis, the fair values of the reporting units were determined using the income approach. The income approach used level 3 inputs and utilized management estimates related to revenue growth rates, profitability margins, estimated future cash flows and discount rates.

During the three months ended September 30, 2024, the Company determined that the continued decline in the Company's stock price and corresponding decrease in market capitalization were a triggering event that required the Company to perform a quantitative impairment analysis for the Manufacturing and Rhyz Other reporting units. Based on the analysis, the Company concluded the fair value of the Manufacturing and Rhyz Other reporting units were in excess of their carrying amounts and no impairment charge was required at that time.

- During the fourth quarter of 2024, the continued decline in our BeautyBio reporting unit forecast was a triggering event that required us to perform a quantitative analysis. As a result, we concluded the estimated fair value of our BeautyBio reporting unit was less than its carrying value and as a result recorded a non-cash goodwill impairment charge of $3.6 million.

- At the time of the September 30, 2024 analysis, the estimated fair value of the Manufacturing reporting unit exceeded the carrying value by approximately 8%; therefore, the reporting unit is considered to be at risk of future impairment. The Manufacturing reporting unit's fair values remain sensitive to unfavorable changes in assumptions utilized in the income approach, including revenue growth rates, profitability margins, estimated future cash flows, and the discount rates that could result in impairment charges in a future period.

Equity investments

The Company holds strategic investments in other companies. These investments are accounted for under the measurement alternative described in ASC 321, *Investments - Equity Securities* ("ASC 321") for equity investments that do not have readily determinable fair values. These investments are measured at cost, less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. The Company does not exercise significant influence over these companies. These investments are carried on the consolidated balance sheets within Other Assets. Changes in fair value based on impairments or resulting from observable price changes are recorded in Other Income (expense), net on the consolidated statements of income. See Note 11 – Fair Value and Equity Investments, for further details around the Company's equity investments.

Other assets

Other assets consist of the following (U.S. dollars in thousands):

	December 31,	
	2024	**2023**
Deferred taxes	$ 174,249	$ 107,692
Deposits for noncancelable operating leases	5,167	8,675
Cash surrender value for life insurance policies	44,091	45,041
Right-of-use assets, Financing, net	9,541	11,170
Derivative financial instruments	—	3,734
Long-term investments	39,590	36,374
Other	25,370	34,920
Total other assets	$ 298,008	$ 247,606

Accrued expenses

Accrued expenses consist of the following (U.S. dollars in thousands):

	December 31,	
	2024	**2023**
Accrued sales force commissions and other payments	$ 68,431	$ 82,103
Accrued other taxes	22,140	21,245
Accrued payroll and other employee expenses	28,774	43,065
Accrued payable to vendors	18,667	22,752
Short-term operating lease liability	17,922	23,898
Short-term liability for deferred compensation plan	4,419	—
Accrued royalties	574	1,139
Sales return reserve	5,548	4,733
Deferred revenue	15,688	20,338
Contingent consideration	—	6,300
Other	35,645	28,129
Total accrued expenses	$ 217,808	$ 253,702

Other liabilities

Other liabilities consist of the following (U.S. dollars in thousands):

	December 31,	
	2024	2023
Deferred tax liabilities	$ 345	$ 522
Reserve for other tax liabilities	39,521	35,013
Liability for deferred compensation plan	38,568	49,224
Finance lease liabilities	8,251	9,449
Asset retirement obligation	3,312	3,482
Other	7,478	8,951
Total other liabilities	$ 97,475	$ 106,641

Revenue recognition

Net sales include products and shipping and handling charges, net of estimates for product returns and any related sales incentives. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring products. All revenue is recognized when we satisfy our performance obligations under the contract. The Company recognizes revenue by transferring the promised products to the customer, with revenue recognized at shipping point, the point in time the customer obtains control of the products. The Company recognizes revenue for shipping and handling charges at the time the products are delivered to or picked up by the customer. A reserve for product returns is accrued based on historical experience totaling $5.5 million and $4.7 million as of December 31, 2024 and 2023, respectively. During the years ended December 31, 2024, 2023 and 2022, the Company recorded sales returns of $36.7 million, $34.7 million and $31.6 million, respectively. The majority of the Company's contracts have a single performance obligation and are short term in nature. Sales taxes and value added taxes in foreign jurisdictions that are collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from net sales.

Contract Liabilities – Customer Loyalty Programs

Contract liabilities, recorded as deferred revenue within the accrued expenses line in the consolidated balance sheets, include loyalty point program deferrals with certain customers which are accounted for as a reduction in the transaction price and are generally recognized as points are redeemed for additional products.

The balance of deferred revenue related to contract liabilities was $7.8 million and $12.6 million as of December 31, 2024, and 2023, respectively. The contract liabilities impact to revenue for the years ended December 31, 2024, 2023 and 2022 was an increase of $4.8 million, $6.1 million and $3.3 million, respectively.

Disaggregation of Revenue

Please refer to Note 16 - Segment Information for revenue by segment and product line.

Arrangements with Multiple Performance Obligations

The Company's contracts with customers may include multiple performance obligations. For such arrangements, the Company allocates revenues to each performance obligation based on its relative standalone selling price. The Company generally determines standalone selling prices based on the prices charged to customers for individual products sales to customers.

Shipping and handling costs

Shipping and handling costs are recorded as cost of sales and are expensed as incurred.

Advertising expenses

Advertising costs are expensed as incurred and are included in general and administrative expenses in the accompanying consolidated statements of income. Advertising expense incurred for the years ended December 31, 2024, 2023 and 2022 totaled $17.4 million, $18.0 million and $14.5 million, respectively.

Selling expenses

Selling expenses are the Company's most significant expense and are classified as operating expenses. Selling expenses include commissions the Company pays to its Brand Affiliates, as well as salaries, service fees, benefits, bonuses and other labor and unemployment expenses the Company pays to its sales force in Mainland China. Selling expenses do not include amounts the Company pays to its sales force based on their personal purchases; rather, such amounts are reflected as reductions to revenue. The term "Brand Affiliates" refers to members of the Company's independent sales force in all of the Company's markets besides Mainland China. In each of the Company's markets, except Mainland China, Sales Leaders can earn "multi-level" compensation under the Company's global sales compensation plan, including commissions for product sales to their consumer groups as well as the product sales made through the sales network they have developed and trained. The Company does not pay commissions on sales materials.

Outside of Mainland China, the Company's Brand Affiliates may make profits by purchasing the products from the Company at a discount and selling them to consumers with a mark-up. The Company does not account for nor pay additional commissions on these mark-ups received by Brand Affiliates. In many markets, the Company also allows individuals who are not members of its sales force, referred to as "preferred customers," to buy products directly from the Company at a discount. The Company pays commissions on preferred customer purchases to the referring member of its sales force.

Research and development

Research and development costs are expensed as incurred and are included in general and administrative expenses in the accompanying consolidated statements of income and totaled $13.0 million, $22.6 million and $23.3 million in 2024, 2023 and 2022, respectively.

Deferred tax assets and liabilities

The Company accounts for income taxes in accordance with the Income Taxes Topic of the Financial Accounting Standards Codification. These standards establish financial accounting and reporting standards for the effects of income taxes that result from an enterprise's activities during the current and preceding years. The Company takes an asset and liability approach for financial accounting and reporting of income taxes. The Company pays income taxes in many foreign jurisdictions based on the profits realized in those jurisdictions, which can be significantly impacted by terms of intercompany transactions between the Company and its foreign affiliates. Deferred tax assets and liabilities are created in this process. The Company has netted these deferred tax assets and deferred tax liabilities by jurisdiction. These deferred tax assets assume sufficient future earnings will exist for their realization and are calculated using anticipated tax rates. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be ultimately realized.

Uncertain tax positions

The Company files income tax returns in the U.S. federal jurisdiction, and in various state and foreign jurisdictions. In 2009, we entered into a voluntary program with the IRS called Compliance Assurance Process ("CAP"). Under the CAP program, the IRS audits the tax position of the Company to identify and resolve any tax issues that may arise throughout the tax year. In 2022, the IRS developed a new phase called "Bridge Plus." Under Bridge Plus the taxpayer is required to provide book-to-tax reconciliations, credit utilization and other supporting documentation shortly after their audited financial statement is finalized. The company was selected for Bridge Plus phase for the 2023, 2024, and 2025 tax years. As of December 31, 2024, all open tax years except 2021 have been audited and are effectively closed to further examination. For the tax year 2021, the Company was in the Bridge phase of the CAP program, pursuant to which the IRS did not accept disclosures, did not conduct reviews and did not provide letters of assurance for the year. There are limited circumstances that tax years in the Bridge phase will be opened for examination. With a few exceptions, we are no longer subject to state and local income tax examination by tax authorities for the years before 2021. Foreign jurisdictions have varying lengths of statutes of limitations for income tax examinations. Some statutes are as short as three years and in certain markets may be as long as ten years. The Company is currently under examination in certain foreign jurisdictions; however, the outcomes of those reviews are not yet determinable.

A reconciliation of the beginning and ending amount of unrecognized tax benefits included in other liabilities is as follows (U.S. dollars in thousands):

	2024	2023	2022
Gross balance at January 1	$ 22,002	$ 23,099	$ 15,090
Increases related to prior year tax positions	2,858	180	6,768
Increases related to current year tax positions	5,354	3,065	5,485
Settlements	(2,299)	(2,378)	(2,590)
Decreases due to lapse of statutes of limitations	(489)	(1,284)	(95)
Currency adjustments	(1,560)	(680)	(1,559)
Gross balance at December 31	$ 25,866	$ 22,002	$ 23,099

At December 31, 2024, the Company had $25.9 million in unrecognized tax benefits of which $25.9 million, if recognized, would affect the effective tax rate. In comparison, at December 31, 2023, the Company had $22.0 million in unrecognized tax benefits of which $22.0 million, if recognized, would affect the effective tax rate. The Company's unrecognized tax benefits relate to multiple foreign and domestic jurisdictions. Due to potential changes in unrecognized tax benefits from the multiple jurisdictions in which the Company operates, as well as the expiration of various statutes of limitation, it is reasonably possible that the Company's gross unrecognized tax benefits, net of foreign currency adjustments, may decrease within the next 12 months by a range of approximately $1.0 to $2.0 million.

During the years ended December 31, 2024, 2023 and 2022, the Company recognized $0.7 million, $0.6 million and $5.7 million, respectively in interest and penalties expenses related to uncertain tax positions. The Company had $13.7 million, $13.0 million and $12.4 million of accrued interest and penalties related to uncertain tax positions at December 31, 2024, 2023 and 2022, respectively. Interest and penalties related to uncertain tax positions are recognized as a component of income tax expense.

Net income per share

Net income per share is computed based on the weighted-average number of common shares outstanding during the periods presented. Additionally, diluted earnings per share data gives effect to all potentially dilutive common shares that were outstanding during the periods presented (Note 9).

Foreign currency translation

A significant portion of the Company's business operations occurs outside of the United States. The local currency of each of the Company's Subsidiaries is considered its functional currency, except for the Company's subsidiaries in Singapore and countries deemed highly inflationary where the U.S. dollar is used. All assets and liabilities are translated into U.S. dollars at exchange rates existing at the balance sheet dates, revenue and expenses are translated at weighted-average exchange rates and stockholders' equity is recorded at historical exchange rates. The resulting foreign currency translation adjustments are recorded as a separate component of stockholders' equity in the consolidated balance sheets and transaction gains and losses are included in other income (expense), net in the consolidated statements of income. Net of tax, the accumulated other comprehensive loss related to the foreign currency translation adjustments are $128.4 million (net of tax of $7.8 million), $110.0 million (net of tax of $7.4 million), and $102.0 million (net of tax of $8.1 million), at December 31, 2024, 2023 and 2022, respectively.

Classification of a highly inflationary economy

A market is considered to have a highly inflationary economy if it has a cumulative inflation rate of approximately 100% or more over a three-year period as well as other qualitative factors including historic inflation rate trends (increasing and decreasing), the capital intensiveness of the operation and other pertinent economic factors. The functional currency in highly inflationary economies is required to be the functional currency of the entity's parent company, and transactions denominated in the local currency are remeasured to the functional currency. The remeasurement of local currency into U.S. dollars creates foreign currency transaction gains or losses, which the Company includes in its consolidated statements of income.

In the second quarter of 2018, published inflation indices indicated that the three-year cumulative inflation in Argentina exceeded 100 percent, and as of July 1, 2018, we elected to adopt highly inflationary accounting for our subsidiary in Argentina. Under highly inflationary accounting, Argentina's functional currency became the U.S. dollar, and its income statement and balance sheet have been measured in U.S. dollars using both current and historical rates of exchange. The effect of changes in exchange rates on peso-denominated monetary assets and liabilities has been reflected in earnings in other income (expense), net and was not material. As of December 31, 2024 and 2023, Argentina had a small net peso monetary position. Net sales of Argentina were less than 2 percent of our consolidated net sales for the years ended December 31, 2024, 2023 and 2022.

Fair value of financial instruments

The carrying value of financial instruments including cash and cash equivalents, accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. The Company's current investments as of December 31, 2024 include certificates of deposits and other investments with maturity dates within the next 12-months. The carrying value of these current investments approximate fair values due to the short-term nature of these instruments. As of December 31, 2024 and 2023, the fair value of debt was $395.0 million and $505.0 million, respectively. The fair value of the Company's debt is estimated using level 2 inputs based on interest rates available for debt with similar terms and remaining maturities.

The FASB Codification defines fair value as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. On a quarterly basis, the Company measures at fair value certain financial assets, including cash equivalents. Accounting standards specify a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. These two types of inputs have created the following fair-value hierarchy:

- Level 1 – quoted prices in active markets for identical assets or liabilities;
- Level 2 – inputs, other than the quoted prices in active markets, that are observable either directly or indirectly;
- Level 3 – unobservable inputs based on the Company's own assumptions.

Accounting standards permit companies, at their option, to measure many financial instruments and certain other items at fair value. The Company has elected not to apply the fair value option to existing eligible items.

Stock-based compensation

All share-based payments, including grants of stock options and restricted stock units, are required to be recognized in the Company's financial statements based upon their respective grant date fair values. The Black-Scholes option-pricing model is used to estimate the fair value of stock options. The determination of the fair value of stock options is affected by the Company's stock price and a number of assumptions, including expected volatility, expected life, risk-free interest rate and expected dividends. The Company uses historical volatility as the expected volatility assumption required in the Black-Scholes model. The expected life of the stock options is based on historical data trended into the future. The risk-free interest rate assumption is based on observed interest rates appropriate for the expected terms of the Company's stock options. The fair value of the Company's restricted stock units is based on the closing market price of its stock on the date of grant less the Company's expected dividend yield. The Company recognizes stock-based compensation net of actual forfeitures over the requisite service period of the award.

The total compensation expense related to equity compensation plans was $14.8 million, $15.6 million and $12.4 million for the years ended December 31, 2024, 2023 and 2022, respectively. In 2024, 2023 and 2022, these amounts reflect the reversal of $0, $0, and $1.3, respectively, for certain performance-based awards that were no longer expected to vest. For the years ended December 31, 2024, 2023 and 2022, all stock-based compensation expense was recorded within general and administrative expenses.

Reporting comprehensive income

Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources, and it includes all changes in equity during a period except those resulting from investments by owners and distributions to owners.

Derivative instruments and hedging activities

FASB ASC 815, Derivatives and Hedging ("ASC 815"), provides the disclosure requirements for derivatives and hedging activities with the intent to provide users of financial statements with an enhanced understanding of: (a) how and why an entity uses derivative instruments, (b) how the entity accounts for derivative instruments and related hedged items, and (c) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. Further, qualitative disclosures are required that explain the Company's objectives and strategies for using derivatives, as well as quantitative disclosures about the fair value of and gains and losses on derivative instruments, and disclosures about credit-risk-related contingent features in derivative instruments.

As required by ASC 815, the Company records all derivatives on the balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting. Derivatives designated and qualifying as a hedge of the exposure to changes in the fair value of an asset, liability, or firm commitment attributable to a particular risk, such as interest rate risk, are considered fair value hedges. Derivatives designated and qualifying as a hedge of the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Derivatives may also be designated as hedges of the foreign currency exposure of a net investment in a foreign operation. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the recognition of the changes in the fair value of the hedged asset or liability that are attributable to the hedged risk in a fair value hedge or the earnings effect of the hedged forecasted transactions in a cash flow hedge. The Company may enter into derivative contracts that are intended to economically hedge certain of its risk, even though hedge accounting does not apply or the Company elects not to apply hedge accounting.

In accordance with the FASB's fair value measurement guidance in ASU 2011-04, the Company made an accounting policy election to measure the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Recent accounting pronouncements

In November 2023, the FASB issued ASU 2023-07,Segment Reporting (Topic 280):Improvements to Reportable Segment Disclosures, expanding segment disclosure requirements. The amendments require enhanced disclosure for certain segment items and required disclosure on how management uses reported measures to assess segment performance. The amendments do not change how segments are determined, aggregated, or how thresholds are applied to determine reportable segments. The Company adopted ASU 2023-07 beginning with their 2024 annual reporting, through retrospective application.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The guidance requires disclosure of disaggregated income taxes paid, prescribes standardized categories for the components of the effective tax rate reconciliation, and modifies other income tax-related disclosures. ASU 2023-09 is effective for the Company's annual periods beginning January 1, 2025, with early adoption permitted. The Company is currently evaluating the potential effect that the updated standard will have on their financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Topic 220). This standard requires disclosure of specific information about costs and expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. The Company is currently evaluating the potential effect that the updated standard will have on their financial statement disclosures.

3. Held for Sale

Assets and liabilities to be disposed of by sale are classified as "held for sale" if their carrying amounts are principally expected to be recovered through a sale transaction rather than through continuing use. The classification occurs when the disposal group is available for immediate sale and the sale is probable. These criteria are generally met when an agreement to sell exists, or management has committed to a plan to sell the assets within one year. Disposal groups are measured at the lower of carrying amount or fair value less costs to sell, and long-lived assets included within the disposal group are not depreciated or amortized. The fair value of a disposal group, less any costs to sell, is assessed each reporting period it remains classified as held for sale and any remeasurement to the lower of carrying value or fair value less costs to sell is reported as an adjustment to the carrying value of the disposal group. When the net realizable value of a disposal group increases during a period, a gain can be recognized to the extent that it does not increase the value of the disposal group beyond its original carrying value when the disposal group was reclassified as held for sale.

On January 2, 2025, the Company completed the sale of its Mavely entity to Clout.io Holdings, Inc. for $230 million in cash, subject to certain adjustments as set forth in the purchase agreement, including post-closing determination of net working capital and other elements of the purchase price, and a number of shares of the purchaser's common stock valued by the parties at $20 million.

As of December 31, 2024, the Mavely disposal group, consisting of $26.9 million of current assets, $22.2 million of long-term assets, $13.9 million of current liabilities and $1.3 million of long-term liabilities within the Company's Rhyz Other segment, was classified as "Current assets held for sale", "Long-term assets held for sale", "Current liabilities held for sale" and "Long-term liabilities held for sale" in the Consolidated Balance Sheet. In January 2025, the Company used a portion of the sale proceeds to make a $115.0 million payment on its Credit Agreement term loan facility. The Company determined that as of December 31, 2024, the disposal group met the criteria for classification as held for sale but did not meet the criteria for classification as discontinued operations. The Company recognized income (loss) before provision for income taxes for the Mavely disposal group of $9.0 million, $(7.7) million and $(6.2) million for the years ended December 31, 2024, 2023 and 2022, respectively.

The total assets and liabilities of the Mavely disposal group that have met the classification of held for sale in the Company's Consolidated Balance sheet are as follows (U.S. dollars in thousands):

	December 31,	
	2024	2023
Assets		
Current assets		
Accounts receivable, net	$ 26,455	$ 14,184
Prepaid expenses and other	481	132
Total current assets held for sale	26,936	14,316
Property and equipment, net	1,668	—
Goodwill	12,602	12,602
Other intangible assets, net [1]	7,934	10,049
Total long-term assets held for sale	$ 22,204	$ 22,651
Liabilities		
Current liabilities		
Accounts payable	$ 208	$ 392
Accrued expenses	13,711	6,664
Total current liabilities held for sale	13,919	7,056
Other liabilities	1,325	2,163
Total long-term liabilities held for sale	1,325	2,163

(1) Net of accumulated amortization of $8.4 million and $6.3 million as of December 31, 2024 and 2023, respectively.

4. Property and Equipment

Property and equipment are comprised of the following (U.S. dollars in thousands):

	December 31,	
	2024	2023
Land	$ 41,362	$ 42,248
Buildings	302,645	306,632
Construction in progress[1]	13,541	16,808
Furniture and fixtures	129,627	144,953
Computers and equipment	138,855	168,629
Leasehold improvements	98,516	99,929
Scanners	6,337	6,874
Vehicles	1,667	1,588
	732,550	787,661
Less: accumulated depreciation	(352,955)	(354,696)
	$ 379,595	$ 432,965

(1) Construction in progress includes $5.2 million and $8.5 million as of December 31, 2024 and 2023, respectively, of eligible capitalized internal-use software development costs which will be reclassified to computers and equipment when placed into service.

Depreciation of property and equipment totaled $56.2 million, $57.7 million and $61.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. The Company recorded impairments of $36.6 million and $8.2 million for the years ended December 31, 2024, and 2022, respectively, in connection with our 2023 and 2022 restructuring plans, see Note 20 – Restructuring and Severance Charges.

5. Goodwill

The Company's reporting units for goodwill are its operating segments, which are also its reportable segments, with the exception of Rhyz Other. The Rhyz Other segment is made up of two reporting units, which had goodwill of $0 million and $4.7 million as of December 31, 2024, and $19.6 million and $4.7 million as of December 31, 2023, respectively.

The following table presents goodwill allocated to the Company's reportable segments for the periods ended December 31, 2024 and 2023 (U.S. dollars in thousands):

	December 31, 2024	December 31, 2023
Nu Skin		
Americas	$ —	$ 9,449
Southeast Asia/Pacific	—	18,537
Mainland China	—	32,179
Japan	—	16,019
Europe & Africa	—	2,875
South Korea	—	29,261
Hong Kong/Taiwan	—	6,634
Rhyz		
Manufacturing	78,875	78,875
Rhyz Other	4,750	24,337
Total	$ 83,625	$ 218,166

Accumulated impairment charges as of December 31, 2024 were $9.4 million for the Americas segment, $18.5 million for the Southeast Asia/Pacific segment, $32.2 million for the Mainland China segment, $16.0 million for the Japan segment, $29.3 million for the South Korea segment, $2.9 million for the Europe & Africa segment, $6.6 million for the Hong Kong/Taiwan segment and $19.6 million for the Rhyz Other segment. There were no accumulated impairment charges as of December 31, 2023.

All of the Company's goodwill is recorded in U.S. dollar functional currency and allocated to the respective segments. Goodwill is not amortized; rather, it is subject to annual impairment tests.

6. Other Intangible Assets

Other intangible assets consist of the following (U.S. dollars in thousands):

	Carrying Amount at December 31, 2024	Carrying Amount at December 31, 2023
Indefinite life intangible assets:		
Trademarks and trade names	$ 24,599	$ 24,599

	December 31, 2024		December 31, 2023		
Finite life intangible assets:	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	Weighted-average Amortization Period
Scanner technology	$ 40,716	$ 40,716	$ 40,716	$ 40,716	18 years
Developed technology	36,526	28,254	36,526	26,557	16 years
Sales force network	11,598	11,598	11,598	11,598	15 years
Trademarks	26,386	5,789	27,111	4,913	17 years
Customer relationships	40,718	28,141	50,821	22,450	8 years
Other	19,777	11,544	19,801	9,678	12 years
	$ 175,721	$ 126,042	$ 186,573	$ 115,912	14 years

Amortization of finite-life intangible assets totaled $12.3 million, $11.9 million and $9.7 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The estimated annual amortization expense for each of the five succeeding fiscal years are as follows (U.S. dollars in thousands):

Year Ending December 31,	
2025	$ 9,106
2026	8,388
2027	5,960
2028	5,967
2029	3,384

Indefinite life intangible assets are not amortized, rather they are subject to annual impairment tests. Finite life intangibles are amortized over their useful lives. The Company reviews long-lived assets for impairment when performance expectations, events or change in circumstances indicate that the assets' carrying value may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows by comparing the carrying value of the asset group to the net undiscounted cash flows. If the evaluation indicates that the carrying amount of the assets may not be recoverable, any potential impairment is measured based upon the fair value of the related asset group.

During the second quarter of 2024, based on continued losses and change in forecasted losses associated with the BeautyBio retail asset group within the Rhyz Other segment, the Company concluded that these factors were an interim triggering event. As a result, the Company performed an interim impairment test of the asset group and assessed the recoverability of the related asset group by comparing the carrying value of the retail asset group to the net undiscounted cash flow expected to be generated. The recoverability test indicated that the retail asset group was impaired. The Company concluded the retail asset group's carrying value exceeded its estimated fair value, which was determined utilizing the discounted projected future cash flows, which resulted in an impairment charge. The estimated fair value was based on expected future cash flows using level 3 inputs and utilized management estimates related to revenue growth rates, profitability margins and discount rates. The Company recorded an impairment charge of $10.1 million for its Rhyz Other segment during the three months ended June 30, 2024 within restructuring and impairment expenses on the consolidated statement of income. The retail asset group has a remaining carrying value of $2.3 million with a remaining amortization period of approximately 9 years.

During 2022, the Company recorded a $1.7 million impairment charge for other intangibles associated with our 2022 restructuring plan.

7. Long-Term Debt

Credit Agreement

On June 14, 2022, the Company entered into an Amended and Restated Credit Agreement (the "Credit Agreement") with several financial institutions as lenders and Bank of America, N.A., as administrative agent, which amended and restated the 2018 Credit Agreement. The Credit Agreement provides for a $400 million term loan facility and a $500 million revolving credit facility, each with a term of five years. Both facilities bear interest at the SOFR, plus a margin based on the Company's consolidated leverage ratio. Commitment fees payable under the Credit Agreement are also based on the consolidated leverage ratio as defined in the Credit Agreement and range from 0.175% to 0.30% on the unused portion of the total lender commitments then in effect. The term loan facility amortizes in quarterly installments in amounts resulting in an annual amortization of 2.5% during the first year and 5.0% during the second, third, fourth and fifth years after the closing date of the Credit Agreement, with the remainder payable at final maturity. The Credit Agreement is guaranteed by certain of the Company's domestic subsidiaries and collateralized by assets of such subsidiaries, including a pledge of 65% of the capital stock of certain foreign subsidiaries. The Credit Agreement requires the Company to maintain a consolidated leverage ratio not exceeding 2.75 to 1.00 and a consolidated interest coverage ratio of no less than 3.00 to 1.00. As of December 31, 2024, the Company was in compliance with all covenants under the Credit Agreement.

The following table summarizes the Company's debt facilities as of December 31, 2024 and 2023:

Facility or Arrangement	Original Principal Amount	Balance as of December 31, 2024 (1)(2)	Balance as of December 31, 2023 (1)(2)	Interest Rate	Repayment Terms
Credit Agreement term loan facility	$400.0 million	$360.0 million	$385.0 million	Variable 30 day: 6.71%	21% of the principal amount is payable in increasing quarterly installments over a five-year period that began on September 30, 2022, with the remainder payable at the end of the five-year term.
Credit Agreement revolving credit facility		$35.0 million	$120.0 million	Variable 30 day: 6.71%	Revolving line of credit expires June 14, 2027.

(1) As of December 31, 2024 and 2023, the current portion of the Company's debt (i.e. becoming due in the next 12 months) included $20.0 million and $25.0 million, respectively, of the balance of its term loan under the Credit Agreement and $10.0 and $0, respectively, of the balance under the revolving line of credit.

(2) The carrying value of the debt reflects the amounts stated in the above table, less debt issuance costs of $1.4 million and $2.0 million as of December 31, 2024 and 2023, respectively, related to the Credit Agreement, which are not reflected in this table.

Maturities of all long-term debt at December 31, 2024, are as follows (U.S. dollars in thousands):

Year Ending December 31,	
2025	$ 30,000
2026	20,000
2027	345,000
2028	—
2029	—
Thereafter	—
Total [1]	$ 395,000

(1) The carrying value of the debt in the above table excludes debt issuance costs of $1.4 million.

8. Leases

The Company has operating and finance leases for regional offices, manufacturing facilities, retail centers, distribution centers and certain equipment. The Company's leases have remaining lease terms of 1 year to 13 years, some of which include options to extend the leases for up to 20 years, and some of which include options to terminate the leases within 1 year.

As of December 31, 2024, the weighted average remaining lease term was 7.2 and 4.8 years for operating and finance leases, respectively. As of December 31, 2024, the weighted average discount rate was 3.5% and 6.6% for operating and finance leases, respectively.

The components of lease expense were as follows (U.S. dollars in thousands):

	Year Ended December 31,		
	2024	2023	2022
Operating lease expense			
Operating lease cost	$ 23,668	$ 29,186	$ 39,682
Variable lease cost	6,203	4,245	6,061
Short-term lease cost	—	—	210
Finance lease expense			
Amortization of right-of-use assets	2,707	4,785	2,371
Interest on lease liabilities	404	502	268
Total lease expense	$ 32,982	$ 38,718	$ 48,592

Supplemental cash flow information related to leases was as follows (U.S. dollars in thousands):

	Year Ended December 31,		
	2024	2023	2022
Operating cash outflow from operating leases	$ 24,609	$ 29,055	$ 37,174
Operating cash outflow from finance leases	$ 376	$ 481	$ 243
Financing cash outflow from finance leases	$ 2,886	$ 3,198	$ 1,919
Right-of-use assets obtained in exchange for operating lease obligations	$ 16,469	$ 27,730	$ 34,026
Right-of-use assets obtained in exchange for finance lease obligations	$ 30	$ 1,081	$ 9,797

Maturities of lease liabilities were as follows (U.S. dollars in thousands):

Year Ending December 31,	Operating Leases	Finance Leases
2025	$ 18,969	$ 2,528
2026	14,765	2,524
2027	10,789	2,504
2028	8,306	2,382
2029	7,587	1,933
Thereafter	23,702	—
Total	84,118	11,871
Less: Finance charges	8,796	1,708
Total principal liability	$ 75,322	$ 10,163

The Company has additional lease liabilities of $2.1 million which have not yet commenced as of December 31, 2024, and as such, have not been recognized on the consolidated balance sheets.

9. Capital Stock

The Company's authorized capital stock consists of 25 million shares of preferred stock, par value $0.001 per share, 500 million shares of Class A common stock, par value $0.001 per share, and 100 million shares of Class B common stock, par value $0.001 per share. As of December 31, 2024 and 2023, there were no preferred or Class B common shares outstanding. Each share of Class A common stock entitles the holder to one vote on matters submitted to a vote of the Company's stockholders. Stock dividends of Class A common stock may be paid only to holders of Class A common stock. Class A common stock has no conversion rights.

Weighted-average common shares outstanding

The following is a reconciliation of the weighted-average common shares outstanding for purposes of computing basic and diluted net income per share (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Basic weighted-average common shares outstanding	49,662	49,711	50,002
Effect of dilutive securities:			
Stock awards and options	—	149	523
Diluted weighted-average common shares outstanding	49,662	49,860	50,525

For the years ended December 31, 2024, 2023 and 2022, other stock options totaling 1.5 million, 1.8 million and 0.1 million, respectively, were excluded from the calculation of diluted earnings per share because they were anti-dilutive.

Dividends

Quarterly cash dividends for the years ended December 31, 2024, 2023 and 2022 totaled $11.9 million, $77.6 million and $77.0 million or $0.06 per share in all quarters of 2024, $0.39 in all quarters of 2023 and $0.385 in all quarters of 2022. The board of directors has declared a quarterly cash dividend of $0.06 per share of Class A common stock to be paid on March 5, 2025 to stockholders of record on February 24, 2025.

Repurchases of common stock

In July 2018, the Company's board of directors approved a stock repurchase plan with an authorization amount of $500 million. The repurchases are used primarily for strategic initiatives and to offset dilution from the Company's equity incentive plans. During the year ended December 31, 2024, the Company purchased no shares. During the years ended December 31, 2023 and 2022, the Company purchased 0.6 million and 1.7 million shares under the 2018 plan for $13.0 million and $70.0 million, respectively. At December 31, 2024, $162.4 million was available for repurchases under the 2018 stock repurchase plan.

10. Stock–Based Compensation

At December 31, 2024, the Company had the following stock-based employee compensation plans:

Equity Incentive Plans

In April 2010, the Company's board of directors approved the Nu Skin Enterprises, Inc. 2010 Omnibus Incentive Plan (the "2010 Omnibus Incentive Plan"). This plan was approved by the Company's stockholders at the Company's 2010 Annual Meeting of Stockholders held in May 2010. The 2010 Omnibus Incentive Plan provides for granting of a variety of equity-based awards including stock options, stock appreciation rights, restricted stock, restricted stock units, other share-based awards, performance cash, performance shares and performance units to executives, other employees and independent consultants of the Company and its subsidiaries, as well as directors of the Company. Options granted under the 2010 Omnibus Incentive Plan are generally non-qualified stock options, but the 2010 Omnibus Incentive Plan permits some stock options granted to qualify as "incentive stock options" under the U.S. Internal Revenue Code. The exercise price of a stock option generally is equal to the fair market value of the Company's common stock on the stock option grant date. The contractual term of a stock option granted under the 2010 Omnibus Incentive Plan is seven years. Currently, all shares issued upon the exercise of stock options are from the Company's treasury shares. Subject to certain adjustments, 7.0 million shares were authorized for issuance under the 2010 Omnibus Incentive Plan. In June 2013, the Company's stockholders approved an Amended and Restated 2010 Omnibus Incentive Plan, which among other things increased the number of shares available for awards by 3.2 million shares. In May 2016, the Company's stockholders approved a Second Amended and Restated 2010 Omnibus Incentive Plan, which among other things increased the number of shares available for awards by 3.8 million shares. In June 2020, the Company's stockholders approved a Third Amended and Restated 2010 Omnibus Incentive Plan, which among other things increased the number of shares available for awards by 5.9 million shares.

In April 2024, the Company's board of directors approved the Nu Skin Enterprises, Inc. 2024 Omnibus Incentive Plan (the "2024 Omnibus Incentive Plan"). This plan was approved by the Company's stockholders at the Company's 2024 Annual Meeting of Stockholders held in June 2024. The 2024 Omnibus Incentive Plan provides for granting of a variety of equity-based awards including stock options, stock appreciation rights, restricted stock, restricted stock units, other share-based awards, performance cash, performance shares and performance units to executives, other employees and independent consultants of the Company and its subsidiaries, as well as directors of the Company. Subject to certain adjustments, the number of shares authorized for issuance under the 2024 Omnibus Incentive Plan was the sum of 1.2 million shares plus the number of shares which, as of the 2024 Omnibus Incentive Plan's effective date, were available for issuance under the Third Amended and Restated 2010 Omnibus Incentive Plan.

Options under the plans as of December 31, 2024 and changes during the year ended December 31, 2024 were as follows:

	Shares (in thousands)	**Weighted-average Exercise Price**	**Weighted-average Remaining Contractual Term** (in years)	**Aggregate Intrinsic Value** (in thousands)
Options activity – performance based				
Outstanding at December 31, 2023	907.6	$ 39.67		
Granted	—	—		
Exercised	—	—		
Forfeited/cancelled/expired	(206.1)	49.54		
Outstanding at December 31, 2024	701.5	36.77	2.05	$ —
Exercisable at December 31, 2024	701.5	36.77	2.05	—

The aggregate intrinsic value in the table above represents the total pretax intrinsic value (the difference between the Company's closing stock price on the last trading day of the respective years and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2024. This amount varies based on the fair market value of the Company's stock.

Cash proceeds, tax benefits and intrinsic value related to total stock options exercised during 2024, 2023 and 2022, were as follows (U.S. dollars in thousands):

	December 31,		
	2024	**2023**	**2022**
Cash proceeds from stock options exercised	$ —	$ 8,322	$ 31,600
Tax benefit / (expense) realized for stock options exercised	—	482	229
Intrinsic value of stock options exercised	—	2,338	15,505

Nonvested restricted stock awards as of December 31, 2024 and changes during the year ended December 31, 2024 were as follows:

	Number of Shares (in thousands)	Weighted-average Grant Date Fair Value
Nonvested at December 31, 2023	1,020.5	$ 39.42
Granted	1,041.4	11.88
Vested	(385.7)	39.18
Forfeited	(192.4)	30.10
Nonvested at December 31, 2024	1,483.8	$ 21.36

Nonvested performance share units as of December 31, 2024 and changes during the year ended December 31, 2024 were as follows:

	Number of Shares (in thousands)	Weighted-average Grant Date Fair Value
Nonvested at December 31, 2023	272.9	$ 40.09
Granted	558.3	11.98
Vested	(33.0)	37.62
Forfeited	(131.0)	34.69
Nonvested at December 31, 2024	667.2	$ 17.75

Stock-based compensation expense is recognized on a straight-line basis, except for performance-based awards for which expense is recognized using a graded-attribution method if the results are materially different than the straight-line method. The Company recognized $13.3 million, $14.4 million and $14.3 million of expense related to service condition restricted stock units in 2024, 2023 and 2022, respectively. For performance stock options and performance stock units, an expense is recorded each period for the estimated expense associated with the projected achievement of the performance-based targets. The Company recognized $0, $0 and $2.0 million of income related to performance stock options in 2024, 2023 and 2022, respectively; and $1.5 million, $1.2 million and $0 of expense related to performance stock units in 2024, 2023 and 2022, respectively. The amount in 2022 reflects the reversal of stock compensation for awards no longer expected to vest.

As of December 31, 2024, there was no unrecognized stock-based compensation expense related to nonvested stock option awards. As of December 31, 2024, there was $20.7 million of unrecognized stock-based compensation expense related to nonvested restricted stock awards. That cost is expected to be recognized over a weighted-average period of 2.3 years.

11. Fair Value and Equity Investments

Fair Value

The carrying value of financial instruments including cash and cash equivalents, accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. Fair value estimates are made at a specific point in time, based on relevant market information.

The following tables present the fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis (U.S. dollars in thousands):

	Fair Value at December 31, 2024			
	Level 1	Level 2	Level 3	Total
Financial assets (liabilities):				
Cash equivalents and current investments	$ 23,914	$ —	$ —	$ 23,914
Derivative financial instruments asset	—	4,708	—	4,708
Life insurance contracts	—	—	44,091	44,091
Contingent consideration	—	—	—	—
Total	$ 23,914	$ 4,708	44,091	$ 72,713

	Fair Value at December 31, 2023			
	Level 1	Level 2	Level 3	Total
Financial assets (liabilities):				
Cash equivalents and current investments	$ 42,916	$ —	$ —	$ 42,916
Derivative financial instruments asset	—	12,689	—	12,689
Life insurance contracts	—	—	45,041	45,041
Contingent consideration	—	—	(6,300)	(6,300)
Total	$ 42,916	$ 12,689	$ 38,741	$ 94,346

The following methods and assumptions were used to determine the fair value of each class of assets and liabilities recorded at fair value in the consolidated balance sheets:

Cash equivalents and current investments: Cash equivalents and current investments primarily consist of highly rated money market funds with maturities of three months or less, and are purchased daily at par value with specified yield rates. Due to the high ratings and short-term nature of the funds, the Company considers all cash equivalents and current investments as Level 1. Current investments include $1.4 million and $4.0 million as of December 31, 2024 and 2023, respectively, that is restricted for the Company's voluntary participation in a consumer protection cooperative in South Korea, along with investments in corporate securities.

Life insurance contracts: ASC 820 preserves practicability exceptions to fair value measurements provided by other applicable provisions of U.S. GAAP. The guidance in ASC 715-30-35-60 allows a reporting entity, as a practical expedient, to use cash surrender value or conversion value as an expedient for fair value when it is present. Accordingly, the Company determines the fair value of its life insurance contracts as the cash-surrender value of life insurance policies held in its Rabbi Trust as disclosed in Note 14, "Deferred Compensation Plan."

Derivative financial instruments asset and liability: Derivative financial instruments are measured at fair value based on observable market information and appropriate valuation methods. See Note 15, "Derivative Financial Instruments" for more information on derivative financial instruments.

Contingent consideration: Contingent consideration represents the obligations incurred in connection with acquisitions. The estimate of fair value of the contingent consideration obligations requires subjective assumptions to be made regarding the future business results, discount rates, discount periods and probabilities assigned to various potential business result scenarios and was determined using probability assessments with respect to the likelihood of reaching various targets or of achieving certain milestones. The fair value measurement is based on significant inputs unobservable in the market and thus represents a level 3 measurement. Changes in current expectations of progress could change the probability of achieving the targets within the measurement periods and result in an increase or decrease in the fair value of the contingent consideration obligation.

The following table provides a summary of changes in fair value of the Company's Level 3 life insurance contracts (U.S. dollars in thousands):

	2024	2023
Beginning balance at January 1	$ 45,041	$ 40,055
Actual return on plan assets	6,250	6,216
Sales and settlements	(7,200)	(1,230)
Ending balance at December 31	$ 44,091	$ 45,041

The following table provides a summary of changes in fair value of the Company's Level 3 contingent consideration (U.S. dollars in thousands):

	2024	2023
Beginning balance at January 1	$ (6,300)	$ (6,364)
Changes in fair value of contingent consideration	—	64
Payments	6,300	—
Ending balance at December 31	$ —	$ (6,300)

Equity Investments

The Company maintains equity investments in companies which are accounted for under the measurement alternative described in ASC 321-10-35-2 for equity securities that lack readily determinable fair values. The carrying amount of equity securities held by the Company without readily determinable fair values was $28.1 million as of December 31, 2024 and 2023. During the year ended December 31, 2021, the Company recognized $18.1 million of upward fair value adjustments, based on the third quarter of 2021 valuation of additional equity issued by the investee which was deemed to be an observable transaction of a similar investment under ASC 321. The gain was recorded within other income (expense), net on the consolidated statement of income. The upward fair value adjustment represents a nonrecurring fair value measurement based on observable price changes and is classified as a level 2 fair value measurement.

12. Income Taxes

Consolidated income (loss) before provision for income taxes consists of the following for the years ended December 31, 2024, 2023 and 2022 (U.S. dollars in thousands):

	2024	2023	2022
U.S.	$ (237,693)	$ (37,152)	$ 24,411
Foreign	62,642	63,730	64,559
Total	$ (175,051)	$ 26,578	$ 88,970

The provision (benefit) for current and deferred taxes for the years ended December 31, 2024, 2023 and 2022 consists of the following (U.S. dollars in thousands):

	2024	2023	2022
Current			
Federal	$ 998	$ —	$ —
State	708	3,903	1,515
Foreign	25,314	29,179	34,117
	27,020	33,082	35,632
Deferred			
Federal	(60,354)	(18,039)	(65,733)
State	(1,593)	(1,440)	(1,239)
Foreign	6,470	4,380	15,532
	(55,477)	(15,099)	(51,440)
Provision (benefit) for income taxes	$ (28,457)	$ 17,983	$ (15,808)

The principal components of deferred taxes are as follows (U.S. dollars in thousands):

	Year Ended December 31,	
	2024	2023
Deferred tax assets:		
Inventory differences	$ 108,895	$ 78,338
Foreign tax credit and other foreign benefits	36,689	37,369
Stock-based compensation	3,882	4,556
Accrued expenses not deductible until paid	26,529	33,066
Net operating losses	19,710	21,864
Interest Expense Limitation - 163(j)	2,832	—
Capitalized research and development	27,917	27,750
R&D credit carryforward	2,594	2,294
Other	285	293
Gross deferred tax assets	229,333	205,530
Deferred tax liabilities:		
Foreign currency exchange	1,341	3,596
Foreign withholding taxes	10,936	14,591
Intangibles step-up	1,020	3,787
Overhead allocation to inventory	—	106
Amortization of intangibles	11,215	22,857
Other	6,580	6,281
Gross deferred tax liabilities	31,092	51,218
Valuation allowance	(24,337)	(47,142)
Deferred taxes, net	$ 173,904	$ 107,170

At December 31, 2024, the Company had foreign operating loss carryforwards of $35.9 million for tax purposes, which will be available to offset future taxable income. If not used, $25.1 million of carryforwards will expire between 2025 and 2044, while $10.8 million do not expire. Tax effected, the foreign operating losses are $17.7 million. A valuation allowance has been placed on foreign operating loss carryforwards of $17.7 million. In addition, a valuation allowance of $6.6 million has been recorded on a portion of the foreign tax credit carryforwards which will expire between 2028 and 2034.

The Company uses the tax law ordering approach when determining when excess tax benefits have been realized.

Valuation allowances have been recognized for a portion of the foreign tax credit and all of the foreign net operating loss carryforwards. On January 2, 2025 the Company sold its subsidiary Mavely, which will affect its U.S. earnings. The gain from the sale in the U.S. will increase the Company's ability to utilize foreign tax credits. As a result, the Company released $18.3 million of the valuation allowance against the Company's foreign tax credits and the $2.3 million valuation allowance against R&D credits. The remaining valuation allowances were recognized for assets which it is more likely than not some portion or all of the deferred tax asset will not be realized. In making such determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary difference, projected future taxable income, tax planning strategies and recent financial operations. When the Company determines that there is sufficient positive evidence to utilize the remaining foreign tax credits or the foreign net operating losses, the valuation allowance will be released which would reduce the provision for income taxes.

The deferred tax asset valuation adjustments for the years ended December 31, 2024, 2023 and 2022 are as follows (U.S. dollars in thousands):

	Year Ended December 31,		
	2024	2023	2022
Balance at the beginning of period	$ 47,142	$ 33,557	$ 80,186
Additions charged to cost and expenses	2,245[1]	13,183[4]	3,231[6]
Decreases	(27,086)[2]	(1,825)[5]	(50,315)[7]
Adjustments	2,036[3]	2,227[3]	455[3]
Balance at the end of the period	$ 24,337	$ 47,142	$ 33,557

(1) Increase in valuation is due primarily to net operating losses in foreign markets.
(2) The decrease was due primarily to the release of the valuation allowance against $18.3 million of foreign tax credits and $2.3 million of R&D credits.
(3) Represents the net currency effects of translating valuation allowances at current rates of exchange.
(4) Increase in valuation is due primarily to net operating losses in foreign markets and $6.1 million that was recorded on the foreign tax credit carryforward.
(5) The decrease was due to expiration of foreign net operating losses.
(6) Increase in valuation is primarily due to net operating losses in foreign markets.
(7) The decrease was due to utilization of $18.1 million of foreign tax credits and the valuation allowance release of $32.2 million foreign tax credits.

The components of deferred taxes, net on a jurisdiction basis are as follows (U.S. dollars in thousands):

	Year Ended December 31,	
	2024	2023
Net noncurrent deferred tax assets	$ 174,249	$ 107,692
Net noncurrent deferred tax liabilities	345	522
Deferred taxes, net	$ 173,904	$ 107,170

The Company is subject to regular audits by federal, state and foreign tax authorities. These audits may result in proposed assessments that may result in additional tax liabilities.

The actual tax rate for the years ended December 31, 2024, 2023 and 2022 compared to the statutory U.S. Federal tax rate is as follows:

	Year Ended December 31,		
	2024	2023	2022
Income taxes at statutory rate	21.00%	21.00%	21.00%
Excess tax benefit from equity award	(0.73)%	5.04%	(0.12)%
Deferred compensation	1.35%	(4.28)%	2.18%
Executive salary limitation	(1.15)%	1.59%	2.06%
State taxes	0.38%	7.34%	0.25%
Foreign exchange	0.20%	(1.91)%	0.68%
Non-U.S. income taxed at different rates	(2.55)%	12.70%	4.78%
Foreign withholding taxes	(0.89)%	13.31%	(0.73)%
Change in reserve for uncertain tax positions	(3.77)%	1.74%	17.69%
Valuation allowance recognized foreign tax credit & others	11.89%	24.66%	(56.17)%
Foreign-Derived Intangible Income (FDII)	—	(14.11)%	(8.14)%
Acquisition adjustments	(1.55)%	(0.05)%	(0.93)%
Goodwill impairment	(7.86)%	—	—
Other	(0.06)%	0.63%	(0.32)%
	16.26%	67.66%	(17.77)%

The decrease in the effective tax rate for 2024 is primarily due to the company having an overall book loss but still paying taxes primarily in foreign jurisdictions. The increase in the Company's effective tax rate for 2023 was primarily due to the Company incurring restructuring charges that primarily affected their U.S. earnings. These additional expenses in the U.S. reduced the Company's ability to utilize foreign tax credits.

The cumulative amount of undistributed earnings of the Company's non-U.S. Subsidiaries held for indefinite reinvestment is approximately $60.0 million, at December 31, 2024. If this amount were repatriated to the United States, the amount of incremental taxes would be approximately $6.0 million.

13. Employee Benefit Plan

The Company has a 401(k) defined-contribution plan which permits participating employees to defer up to a maximum of 100% of their compensation, subject to limitations established by the IRS. Employees age 18 and older are eligible to contribute to the plan starting the first day of employment. After completing at least one day of service, employees are eligible to receive matching contributions from the Company. In 2024, 2023, and 2022 the Company provided matching contributions of up to 4% of employees' compensation each year. The Company's matching contributions cliff vest after two years of service. The Company recorded compensation expense of $4.0 million, $3.6 million and $3.8 million for the years ended December 31, 2024, 2023 and 2022, respectively, related to its contributions to the plan. The Company may make additional discretionary contributions to the plan of up to 10% of employees' base pay. The Company's discretionary contributions vest 20% per year for an employee's first five years of service. For the years ended December 31, 2024, 2023 and 2022, the Company did not make any additional discretionary contributions.

14. Deferred Compensation Plan

The Company has a deferred compensation plan for select management personnel, highly compensated employees, and members of the Company's board of directors. Under this plan, the Company may make discretionary contributions to participants' deferred compensation accounts; prior to 2021, the Company historically contributed 10% of base salary for participants above a specified job level. In addition, each participant has the option to defer a portion of their compensation up to a maximum of 80% of their base salary and 100% of their bonuses or director fees. Participant contributions are immediately vested. Company contributions made on or prior to December 31, 2020 will vest 50% after ten years of service and 5% each year of service thereafter. In addition, any unvested company contributions will fully vest on the earlier of: (a) the participant attaining 60 years of age; and (b) death or disability.

Effective January 1, 2021, the Company amended its deferred compensation plan. Under the revision, the Company shall make matching contributions up to 5% of base salary for participants above a specified job level. The revision continues to authorize the Company to make discretionary contributions to participants' deferred compensation accounts. In view of the opportunity to receive a 5% match, the Company reduced its discretionary contributions to 5% of base salary each year, though the Company is not obligated to make these contributions. Under the revision, the amounts contributed by the Company, adjusted for earnings and losses thereon, will vest 20% per year over five years, subject to acceleration upon the occurrence of certain events, including the completion of at least ten years of employment above a specified job level. All amounts a participant elects to defer, adjusted for earnings and losses thereon, are 100% vested at all times.

The Company recorded compensation expense of $(5.0) million, $2.8 million and $2.3 million for the years ended December 31, 2024, 2023 and 2022, respectively, related to its contributions to the plan. The total long-term deferred compensation liability under the deferred compensation plan was $43.0 million and $49.2 million for the years ended December 31, 2024 and 2023, respectively, related to its contributions to the plan and is included in accrued expenses for anticipated payments within the next 12 months and the remainder in other long-term liabilities.

All benefits under the deferred compensation plan are unsecured obligations of the Company. The Company has contributed assets to a "rabbi trust" for the payment of benefits under the deferred compensation plan. As the assets of the trust are available to satisfy the claims of general creditors if the Company becomes insolvent, the amounts held in the trust are accounted for as an investment on the Company's consolidated balance sheets of $44.1 million and $45.0 million for the years ended December 31, 2024 and 2023, respectively.

15. Derivative Financial Instruments

Risk Management Objective of Using Derivatives

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources, and duration of its assets and liabilities and the use of derivative financial instruments. Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's borrowings.

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. During 2024, such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt.

For derivatives designated and that qualify as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in Accumulated Other Comprehensive Loss and subsequently reclassified into interest expense/income in the same period(s) during which the hedged transaction affects earnings. Amounts reported in accumulated other comprehensive loss related to derivatives will be reclassified to interest expense/income as interest payments are made/received on the Company's variable-rate debt. During the next twelve months, the Company estimates that an additional $4.7 million will be reclassified as a reduction to interest expense.

As of December 31, 2024, the Company had four outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk with a total notional amount of $200 million.

Fair Values of Derivative Instruments on the Balance Sheet

The table below presents the fair value of the Company's derivative financial instruments as well as their classification on the Balance Sheet:

		Fair Values of Derivative Instruments	
		December 31,	
Derivatives in Cash Flow Hedging Relationships:	**Balance Sheet Location**	**2024**	**2023**
Interest Rate Swap - Asset	Prepaid expenses and other	$ 4,708	$ 8,955
Interest Rate Swap - Asset	Other assets	$ —	$ 3,734

Effect of Cash Flow Hedge Accounting on Accumulated Other Comprehensive Loss

The tables below present the effect of cash flow hedge accounting on Accumulated Other Comprehensive Loss.

	Amount of Gain Recognized in Other Comprehensive Loss on Derivatives		
	Year Ended December 31,		
Derivatives in Cash Flow Hedging Relationships:	**2024**	**2023**	**2022**
Interest Rate Swaps	$ 2,297	$ 2,910	$ 16,267

		Amount of Gain Reclassified from Accumulated Other Comprehensive Loss into Income		
		Year Ended December 31,		
Derivatives in Cash Flow Hedging Relationships:	**Income Statement Location**	**2024**	**2023**	**2022**
Interest Rate Swaps	Interest expense	$ 10,278	$ 9,959	$ 3,117

16. Segment Information

The Company reports revenue from nine segments, consisting of its seven geographic Nu Skin segments—Americas, Southeast Asia/Pacific, Mainland China, Japan, Europe & Africa, South Korea, and Hong Kong/Taiwan—and two Rhyz segments—Manufacturing and Rhyz Other. The Nu Skin other category includes miscellaneous corporate revenue and related adjustments. The Rhyz Other segment includes two operating segments that are aggregated into one reporting segment and includes other investments by our Rhyz business arm. The Chief Executive Officer is the chief operating decision maker ("CODM"). These segments reflect the way the CODM evaluates the Company's business performance and allocates resources. Reported revenue includes only the revenue generated by sales to external customers.

Profitability by segment as determined under US GAAP is driven primarily by the Company's transfer pricing policies. Segment contribution, which is the Company's segment profitability metric presented in the table below, excludes certain intercompany charges, specifically royalties, license fees, transfer pricing, discrete charges and other miscellaneous items. These charges have been included in Corporate and other expenses. Corporate and other expenses also include costs related to the Company's executive and administrative offices, information technology, research and development, and marketing and supply chain functions not recorded at the segment level.

The accounting policies of the segments are the same as those described in Note 2, "Summary of Significant Accounting Policies." The Company evaluates the performance of its segments based on segment contribution. Each segment records direct expenses related to its employees and its operations.

In 2023, the Company adjusted how it allocates certain corporate overhead costs to the segments. The 2022 segment information has been recast to comply with current presentation. Consolidated financial information is not affected.

Effective June 2023, the Company closed its Israel market. As a result the Europe, Middle East and Africa ("EMEA") segment has been renamed Europe & Africa.

Summarized financial information for the Company's reportable segments is shown in the following tables. Asset information is not reviewed or included with the Company's internal management reporting. Therefore, the Company has not disclosed asset information for each reportable segment.

	Year Ended December 31, 2024									
	Nu Skin							Rhyz Investments		
	Americas	Southeast Asia/ Pacific	Mainland China	Japan	Europe & Africa	South Korea	Hong Kong/ Taiwan	Manufacturing (1)	Rhyz Other	Total Segments
Revenue	$ 322,516	$ 244,846	$ 235,235	$ 181,557	$ 164,164	$ 163,706	$ 130,610	$ 201,430	$ 85,188	$ 1,729,252
Cost of sales	83,461	64,950	44,059	36,852	42,766	33,600	24,932	164,145	14,532	509,297
Other segment items (2)	171,338	134,666	145,086	93,907	100,389	79,360	70,989	35,825	116,465	948,025
Segment contribution	$ 67,717	$ 45,230	$ 46,090	$ 50,798	$ 21,009	$ 50,746	$ 34,689	$ 1,460	$ (45,809)	$ 271,930

	Year Ended December 31, 2023									
	Nu Skin							Rhyz Investments		
	Americas	Southeast Asia/ Pacific	Mainland China	Japan	Europe & Africa	South Korea	Hong Kong/ Taiwan	Manufacturing (1)	Rhyz Other	Total Segments
Revenue	$ 398,222	$ 267,206	$ 298,079	$ 207,833	$ 192,352	$ 236,099	$ 153,589	$ 181,395	$ 35,214	$ 1,969,989
Cost of sales	104,162	71,364	46,915	41,191	54,095	46,326	27,488	136,875	5,274	533,690
Other segment items (2)	215,117	148,099	188,905	112,566	119,665	115,682	85,519	32,199	50,504	1,068,256
Segment contribution	$ 78,943	$ 47,743	$ 62,259	$ 54,076	$ 18,592	$ 74,091	$ 40,582	$ 12,321	$ (20,564)	$ 368,043

	Year Ended December 31, 2022									
	Nu Skin							Rhyz Investments		
	Americas	Southeast Asia/ Pacific	Mainland China	Japan	Europe & Africa	South Korea	Hong Kong/ Taiwan	Manufacturing (1)	Rhyz Other	Total Segments
Revenue	$ 508,537	$ 344,411	$ 360,389	$ 224,896	$ 204,275	$ 268,707	$ 157,197	$ 149,458	$ 3,830	$ 2,221,700
Cost of sales	135,071	85,986	60,881	45,070	60,257	52,531	31,230	121,455	—	592,481
Other segment items (2)	276,168	182,523	227,146	128,206	128,059	137,365	93,383	24,433	10,010	1,207,293
Segment contribution	$ 97,298	$ 75,902	$ 72,362	$ 51,620	$ 15,959	$ 78,811	$ 32,584	$ 3,570	$ (6,180)	$ 421,926

(1) The Manufacturing segment had $40.8 million, $56.5 million and $69.2 million of intersegment revenue for the years ended December 31, 2024, 2023 and 2022, respectively. Intersegment revenue is eliminated in the consolidated financial statements and in the table above.
(2) Other segment items primarily includes selling expenses and general and administrative expenses.

	Year Ended December 31,		
	2024	2023	2022
Total Segment Revenue	$ 1,729,252	$ 1,969,989	$ 2,221,700
Core Nu Skin Adjustments	2,832	(858)	3,959
Total Revenue	$ 1,732,084	$ 1,969,131	$ 2,225,659

	Year Ended December 31,		
	2024	2023	2022
Total Segment Contribution	$ 271,930	$ 368,043	$ 421,926
Corporate and Other	(423,515)	(319,775)	(311,079)
Operating income (loss)	(151,585)	48,268	110,847
Interest expense	26,409	25,560	13,493
Other income (expense), net	2,943	3,870	(8,384)
Income (loss) before provision for income taxes	$ (175,051)	$ 26,578	$ 88,970

Depreciation and Amortization

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023	2022
Nu Skin			
Americas	$ 369	$ 449	$ 591
Southeast Asia/Pacific	838	1,062	1,500
Mainland China	10,644	11,048	12,177
Japan	278	1,327	1,011
Europe & Africa	1,098	1,093	854
South Korea	1,022	1,399	1,616
Hong Kong/Taiwan	1,775	2,614	3,743
Total Nu Skin	16,024	18,992	21,492
Rhyz			
Manufacturing	13,729	13,293	13,838
Rhyz Other	7,253	5,836	2,368
Total Rhyz	20,982	19,129	16,206
Total segment depreciation and amortization	37,006	38,121	37,698
Corporate and other	32,804	32,802	34,808
Total	$ 69,810	$ 70,923	$ 72,506

Capital Expenditures

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023	2022
Nu Skin			
Americas	$ 102	$ 236	$ 204
Southeast Asia/Pacific	115	645	263
Mainland China	5,701	20,052	10,692
Japan	402	104	225
Europe & Africa	412	411	1,612
South Korea	36	585	727
Hong Kong/Taiwan	610	1,212	3,338
Total Nu Skin	7,378	23,245	17,061
Rhyz			
Manufacturing	10,164	11,162	7,301
Rhyz Other	2,137	34	—
Total Rhyz	12,301	11,196	7,301
Total segment capital expenditures	19,679	34,441	24,362
Corporate and other	21,904	24,049	34,694
Total	$ 41,583	$ 58,490	$ 59,056

Revenue by Major Market

A major market is defined as one with total revenue greater than 10% of consolidated total revenue. Based on this criteria, the Company has identified four major markets: Mainland China, South Korea, United States, and Japan. There are approximately 45 other markets, each of which individually is less than 10%. No single customer accounted for 10% or more of net sales for the periods presented. Sales are recorded in the jurisdiction in which the transactions occurred:

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023	2022
United States	$ 526,059	$ 514,947	$ 537,081
Mainland China	235,235	298,079	360,389
Japan	181,557	207,833	224,896
South Korea	163,706	236,099	268,707
All others	625,527	712,173	834,586
Total	$ 1,732,084	$ 1,969,131	$ 2,225,659

Revenue by Product Line

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023	2022
Beauty	$ 681,765	$ 858,625	$ 1,069,714
Wellness	757,217	886,093	992,338
Other	293,102	224,413	163,607
Total	$ 1,732,084	$ 1,969,131	$ 2,225,659

Long-Lived Assets by Major Market

A major market is defined as a market with long-lived assets greater than 10% of consolidated long-lived assets and also includes the Company's country of domicile (the United States). Long-lived assets in Mainland China consist primarily of property, plant and equipment related to manufacturing, distribution facilities and the Mainland China headquarters. Long-lived assets in the United States consist primarily of property, plant and equipment, including the Company's corporate offices and distribution facilities. Long-lived assets by major market are set forth below for the periods ended December 31, 2024, 2023 and 2022:

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023	2022
United States	$ 294,513	$ 339,163	$ 343,482
Mainland China	107,260	122,728	132,148
South Korea	18,435	23,578	30,867
Japan	10,329	13,322	18,011
All others	31,204	35,451	33,291
Total	$ 461,741	$ 534,242	$ 557,799

17. Commitments and Contingencies

The Company is subject to government regulations pertaining to product formulation, labeling and packaging, product claims and advertising, and the Company's direct selling system. The Company is also subject to the jurisdiction of numerous foreign tax and customs authorities. Any assertions or determination that either the Company or the Company's sales force is not in compliance with existing statutes, laws, rules or regulations could have a material adverse effect on the Company's operations. In addition, in any country or jurisdiction, the adoption of new statutes, laws, rules or regulations or changes in the interpretation of existing statutes, laws, rules or regulations could have a material adverse effect on the Company and its operations. No assurance can be given that the Company's compliance with applicable statutes, laws, rules and regulations will not be challenged by foreign authorities or that such challenges will not have a material adverse effect on the Company's financial position, results of operations or cash flows. The Company and its Subsidiaries are defendants in litigation, investigations and other proceedings involving various matters. The Company is subject to loss contingencies, including various legal and regulatory proceedings, asserted and potential claims that arise in the ordinary course of business. An estimated loss from such contingencies is recognized as a charge to income if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

The Company is subject to regular audits by federal, state and foreign tax authorities. These audits may result in additional tax liabilities. The Company believes it has appropriately provided for income taxes for all years. Several factors drive the calculation of its tax reserves. Some of these factors include: (i) the expiration of various statutes of limitations; (ii) changes in tax law and regulations; (iii) issuance of tax rulings; and (iv) settlements with tax authorities. Changes in any of these factors may result in adjustments to the Company's reserves, which would impact its reported financial results.

18. Supplemental Cash Flow Information

Cash paid for interest totaled $35.3 million, $33.3 million and $14.5 million for the years ended December 31, 2024, 2023 and 2022, respectively. Cash paid for income taxes totaled $30.4 million, $32.4 million and $42.1 million for the years ended December 31, 2024, 2023 and 2022, respectively.

19. Acquisitions

In April 2023, the Company acquired 60 percent of LifeDNA, Inc. ("LifeDNA"), a DNA assessment company. Consideration paid included $4.0 million of cash, along with the conversion of a previous $3.0 million Simple Agreement for Future Equity ("SAFE"), and a $0.2 million convertible note. The acquisition enables the Company to continue to expand its digital tools. The Company allocated the fair value of $12.0 million to the assets acquired and liabilities assumed at estimated fair values. The estimated fair value of assets acquired included $7.3 million of intangible assets, $1.7 million of cash, $0.1 million of current assets, $0.9 million of accrued liabilities and also resulted in a deferred tax liability of $0.9 million. The excess purchase price over the aggregate fair value of assets acquired less liabilities assumed of $4.7 million was recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies. None of the goodwill is expected to be deductible for income tax purposes. The intangible assets acquired comprised $0.6 million of customer relationships, $1.7 million of technology, $1.0 million of tradenames and $4.1 million of other intangibles. The intangibles were assigned useful lives of 7 years for the technology, tradenames and other intangibles, and 2 years for the customer relationships. All the goodwill was assigned to our Rhyz Other segment. The numbers above are stated net of measurement period adjustments recorded during the fourth quarter of 2023 of $1.1 million to deferred tax liability and goodwill. The allocation of the fair value of assets acquired and liabilities assumed for the acquisition was finalized during the three months ended December 31, 2023.

In June 2023, the Company acquired 100 percent ownership in Beauty Biosciences, LLC ("BeautyBio"), making BeautyBio a wholly owned subsidiary of the Company. The acquisition expands the Company's product and device offerings within its Rhyz segment. The purchase price for BeautyBio was $75.0 million, net of cash acquired of $1.5 million, all payable in cash. The Company allocated the gross purchase price of $76.5 million to the assets acquired and liabilities assumed at estimated fair values. The estimated fair value of assets acquired included $43.0 million of intangible assets, $1.5 million of cash, $3.5 million of accounts receivable, $10.3 million of inventory, $0.8 million of prepaid and other assets, $1.0 million of fixed assets, $1.2 million of an ROU operating lease asset and corresponding lease liability, $2.5 million of accounts payable and accrued liabilities and also resulted in a deferred tax liability of $0.7 million. The excess purchase price over the aggregate fair value of assets acquired less liabilities assumed of $19.6 million was recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies. None of the goodwill is expected to be deductible for income tax purposes. The intangible assets acquired comprised $18.4 million of customer relationships, $2.3 million of technology, $20.9 million of tradenames and $1.4 million of other intangibles. The intangibles were assigned useful lives of approximately 19 years for the technology and tradenames, approximately 9 years for the customer relationships and 3 years for the other intangibles. All the goodwill was assigned to our Rhyz Other segment. The numbers above are stated net of measurement period adjustments recorded during the fourth quarter of 2023 of $(1.2) million to accounts receivable, $(0.7) million of inventory, $(0.5) million of accrued liabilities, $0.7 million of deferred tax liability, $(0.3) of intangible assets and $2.4 million of goodwill. The allocation of the fair value of assets acquired and liabilities assumed for the acquisition was finalized during the three months ended March 31, 2024.

The financial results of LifeDNA and BeautyBio are included in the Rhyz Other segment from the date of acquisition. For the year ended December 31, 2024 and 2023, the Company included $15.6 million and $10.6 million of revenue from these acquisitions, respectively. The unaudited pro forma revenue for the Company, including LifeDNA and BeautyBio, as if the acquisitions occurred on January 1, 2022, would have been $1,978.8 million and $2,254.2 million for the years ended December 31, 2023, and 2022, respectively.

20. Restructuring and Severance Charges

In 2021, the Company determined to exit the Grow Tech segment to better align its resources on key strategic initiatives to achieve the future growth objectives and priorities of the core Nu Skin business. The Grow Tech segment was pursuing the commercialization of controlled-environment agriculture for use in the agriculture feed industry. This segment operated as part of the Company's Rhyz strategic investment arm. As a result of the restructuring program, the Company recorded a non-cash charge of $38.5 million in 2021, including $9.2 million for impairment of goodwill, $9.0 million for impairment of intangibles, $13.7 million of fixed asset impairments and $6.6 million for inventory write-off, and $20.0 million of cash charges, including $6.5 million for employee severance and $13.5 million for other related cash charges with our restructuring. The restructuring charges were recorded in the Grow Tech segment. As of December 31, 2021, the $20.0 million liability related to cash charges was recorded within Accrued expenses. During 2022, the Company incurred $5.0 million in incremental cash charges associated with the exit activities and legal settlements. During 2022, the Company made cash payments of $20.0 million, leaving a restructuring accrual of $5.0 million as of December 31, 2022. The Company paid this amount during 2023, leaving no restructuring accrual related to our exit of the Grow Tech segment as of December 31, 2023.

In the third quarter of 2022, the Company adopted a strategic plan ("2022 Plan") to focus resources on the Company's strategic priorities and optimize future growth and profitability. The global program includes workforce reductions and footprint optimization. The Company incurred total charges under the program of approximately $53.3 million, with $40.8 million in cash charges of severance and lease termination cost and approximately $12.5 million of non-cash charges of impairment of fixed assets, acceleration of depreciation and impairment of other intangibles related to the footprint optimization. During 2022, the Company incurred charges to be settled in cash of $20.1 million in severance charges, $7.4 million in lease termination cost, and $5.2 million in other associated cost, and non-cash charges of $8.2 million in fixed asset impairments, $0.9 million in accelerated depreciation and $1.7 million in impairment of other intangibles. During 2022, the Company made cash payments of $21.0 million related to this global program, leaving an ending restructuring accrual of $11.7 million. During 2023, the Company incurred charges to be settled in cash of $4.0 million in severance charges, $1.9 million in lease termination cost, and $2.2 million in other associated cost, and non-cash charges of $1.7 million in accelerated depreciation. In 2023, the Company made cash payments of $19.8 million, leaving no restructuring accrual related to this plan as of December 31, 2023.

Restructuring expense by segment – 2022 Plan

(U.S. dollars in thousands)	Year Ended December 31, 2023	2022
Nu Skin		
Americas	$ 918	$ 1,687
Southeast Asia/Pacific	131	1,809
Mainland China	1,352	13,181
Japan	1,515	699
Europe & Africa	(113)	2,143
South Korea	422	1,533
Hong Kong/Taiwan	(201)	2,464
Total Nu Skin	4,024	23,516
Rhyz Investments		
Manufacturing	13	401
Rhyz Other	—	—
Total Rhyz Investments	13	401
Corporate and other	5,750	19,577
Total	$ 9,787	$ 43,494

In the fourth quarter of 2023, the Company adopted another strategic plan ("2023 Plan") to focus resources on the Company's global priorities and optimize future growth and profitability. The global program includes workforce reductions and fixed asset impairments associated with our consolidation of technology assets. Total charges under the program included approximately $27.9 million in cash charges of severance, approximately $1.0 million in other cash charges and approximately $38.8 million in non-cash charges, including approximately $36.6 million in fixed asset impairments. The Company has incurred all expected charges under the 2023 plan, and anticipates making the remaining payments in the first half of 2025. During the fourth quarter of 2023 the Company incurred charges to be settled in cash of $10.0 million in severance charges. During the fourth quarter of 2023, the Company made cash payments of $0.3 million, leaving an ending restructuring accrual of $9.7 million. During 2024, the Company incurred charges to be settled in cash of $17.9 million in severance charges and $1.0 million of other associated cost, and non-cash charges of $36.6 million of fixed asset impairments and $2.2 million of other non-cash charges. During 2024, the Company made cash payments of $22.4 million, leaving an ending restructuring accrual of $6.2 million.

Restructuring expense by segment – 2023 Plan

(U.S. dollars in thousands)	Year Ended December 31, 2024	2023
Nu Skin		
Americas	$ 3,571	$ 598
Southeast Asia/Pacific	2,086	862
Mainland China	4,304	2,910
Japan	25	—
Europe & Africa	2,243	554
South Korea	1,646	—
Hong Kong/Taiwan	504	432
Total Nu Skin	14,379	5,356
Rhyz Investments		
Manufacturing	—	—
Rhyz Other	1,080	—
Total Rhyz Investments	1,080	—
Corporate and other	42,256	4,647
Total	$ 57,715	$ 10,003

21. Subsequent Events

On January 2, 2025, the Company completed the sale of its Mavely entity to Clout.io Holdings, Inc. for $230 million in cash, subject to certain adjustments as set forth in the purchase agreement, including post-closing determination of net working capital and other elements of the purchase price, and a number of shares of the purchaser's common stock valued by the parties at $20 million. Following the completion of certain payments to other equity holders in Mavely, the Company and its subsidiaries expect to retain approximately $201 million of cash, subject to certain adjustments as set forth in the purchase agreement, and a number of shares of the purchaser's common stock valued at $10 million. The Company expects to record a pre-tax gain on disposition which will be recorded in the first quarter of 2025 of approximately $170-$190 million, pending the finalization of the valuation.

On January 8, 2025, using a portion of the sale proceeds, the Company made a $115.0 million payment on its Credit Agreement term loan facility.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Nu Skin Enterprises, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Nu Skin Enterprises, Inc. and its subsidiaries (the "Company") as of December 31, 2024 and 2023, and the related consolidated statements of income, of comprehensive income, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Income Taxes

As described in Notes 2 and 1 2 to the consolidated financial statements, the Company recorded a benefit for income taxes of $28 million for the year ended December 31, 2024 and reported $174 million in deferred tax assets net of a valuation allowance of $24 million and $31 million in deferred tax liabilities. The Company also reported uncertain tax positions of $26 million as of December 31, 2024. The Company pays income taxes in many foreign jurisdictions based on the profits realized in those jurisdictions, which can be significantly impacted by terms of intercompany transactions between the Company and its foreign affiliates. The Company takes an asset and liability approach for financial accounting and reporting of income taxes. Deferred tax assets and liabilities are created in this process and are calculated using anticipated tax rates and are then netted by jurisdiction. Management establishes valuation allowances when necessary to reduce deferred tax assets to the amounts expected to be ultimately realized. The Company has recorded unrecognized tax benefits related to multiple foreign and domestic jurisdictions. As disclosed by management, potential changes in unrecognized tax benefits can arise from the multiple jurisdictions in which the Company operates, as well as the expiration of various statutes of limitation and possible completion of tax examinations.

The principal considerations for our determination that performing procedures relating to income taxes is a critical audit matter are (i) the significant judgment by management when developing the provision for income taxes, deferred tax assets and the liability for unrecognized tax benefits, which in turn, led to significant auditor judgment, subjectivity and effort in performing audit procedures and evaluating audit evidence relating to these account balances and tax positions; and (ii) the audit effort included the involvement of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to income taxes. These procedures also included, among others, (i) testing the accuracy of the consolidated income tax provision, including the rate reconciliation, return to provision adjustments, and permanent and temporary differences; (ii) evaluating management's assessment of the realizability of deferred tax assets on a jurisdictional basis; (iii) evaluating the identification of reserves for uncertain tax positions and the reasonableness of the "more likely than not determination" in consideration of the expiration of various statutes of limitations, changes in tax law and regulations, terms of intercompany agreements, and issuance of tax rulings and settlements with tax authorities. Professionals with specialized skill and knowledge were used to assist in the evaluation of the reasonableness of management's estimates and application of local and international income tax law.

/s/ PricewaterhouseCoopers LLP
Salt Lake City, Utah
February 14, 2025

We have served as the Company's auditor since 1994, which includes periods before the Company became subject to SEC reporting requirements.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Disclosure controls and procedures are the controls and other procedures that we designed to ensure that we record, process, summarize and report in a timely manner the information we must disclose in reports that we file with or submit to the Securities and Exchange Commission under the Exchange Act, and they include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2024.

Management's Report on Internal Control over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) under the Exchange Act as a process designed by, or under the supervision of, our Chief Executive Officer and Chief Financial Officer and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorization of management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we assessed, as of December 31, 2024, the effectiveness of our internal control over financial reporting. This assessment was based on criteria established in the framework *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment, our management concluded that our internal control over financial reporting was effective as of December 31, 2024.

The effectiveness of our internal control over financial reporting as of December 31, 2024, has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

Changes in Internal Control over Financial Reporting. There was no change during the fiscal quarter ended December 31, 2024 in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Impairment
On December 9, 2024, we determined that a charge related to the impairment of certain information technology assets, primarily internally developed software, was necessary as we endeavor to streamline and consolidate our information technology systems pursuant to our 2023 restructuring plan. Accordingly, we recognized a non-cash charge of $27.4 million, which will not result in any cash expenditures.

Trading Plans
None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

The information required by Items 10, 11, 12, 13 and 14 of Part III will be included in an amendment to this Annual Report on Form 10-K or incorporated by reference to our Definitive Proxy Statement for our 2025 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission within 120 days after our fiscal year end, except for certain information required by Item 10 with respect to our executive officers which is set forth under Item 1. Business of this Annual Report on Form 10-K.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Documents filed as part of this Form 10-K:

1. Financial Statements. See Index to Consolidated Financial Statements under Item 8 of Part II.
2. Financial Statement Schedules. N/A
3. Exhibits. References to the "Company" shall mean Nu Skin Enterprises, Inc. Unless otherwise noted, the SEC file number for exhibits incorporated by reference is 001-12421.

2.1	Unit Purchase Agreement, dated as of January 2, 2025, by and among Mavely Seller LLC, Mavely LLC, Clout.io Holdings, Inc. and Mavrck LLC (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed January 3, 2025).
3.1	Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-1 filed September 16, 1996, file no. 333-12073).
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009, filed March 1, 2010).
3.3	Certificate of Designation, Preferences and Relative Participating, Optional and Other Special Rights of Preferred Stock and Qualifications, Limitations and Restrictions Thereof (incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004, filed March 15, 2005).
3.4	Sixth Amended and Restated Bylaws of Nu Skin Enterprises, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed November 1, 2024).
4.1	Specimen Form of Stock Certificate for Class A Common Stock (incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed February 16, 2023).
4.2	Description of the Registrant's Securities Registered Under Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed February 15, 2024).
10.1	Amended and Restated Credit Agreement among the Company, various financial institutions, and Bank of America, N.A. as administrative agent, dated as of June 14, 2022 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed June 17, 2022).
#10.2	Second Amended and Restated Nu Skin Enterprises, Inc. 2010 Omnibus Incentive Plan ("Second Amended and Restated 2010 Plan") (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed May 24, 2016).
#10.3	Form of Second Amended and Restated 2010 Plan Performance Stock Option Grant Agreement (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019, filed February 13, 2020).

#10.4	Third Amended and Restated 2010 Omnibus Incentive Plan ("Third Amended and Restated 2010 Plan") (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 filed June 3, 2020, file no. 333-238908).
#10.5	Form of Third Amended and Restated 2010 Plan Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed February 15, 2024).
#10.6	Form of Third Amended and Restated 2010 Plan Performance Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed February 15, 2024).
#10.7	Form of Third Amended and Restated 2010 Plan Director Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed February 16, 2023).
#10.8	2024 Omnibus Incentive Plan ("2024 Plan") (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed June 6, 2024).
*#10.9	Form of 2024 Plan Restricted Stock Unit Grant Agreement.
*#10.10	Form of 2024 Plan Performance Restricted Stock Unit Grant Agreement.
*#10.11	Form of 2024 Plan Director Restricted Stock Unit Grant Agreement.
#10.12	Nu Skin Enterprises, Inc. Amended and Restated 2009 Key Employee Death Benefit Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023, filed August 2, 2023).
#10.13	Fourth Amended and Restated Nu Skin Enterprises, Inc. Deferred Compensation Plan, effective as of January 1, 2022 (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021, filed February 16, 2022).
#10.14	Amendment 1 to Fourth Amended and Restated Nu Skin Enterprises, Inc. Deferred Compensation Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023, filed August 2, 2023).
#10.15	Form of Indemnification Agreement between the Company and its Executive Officers and Directors (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, filed November 4, 2016).
*#10.16	Nu Skin Enterprises, Inc. Executive Severance Policy, amended and restated effective as of January 4, 2023.
#10.17	Consulting Agreement between the Company and Joseph Y. Chang, effective as of March 30, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024, filed May 9, 2024).
*19.1	Nu Skin Enterprises, Inc. Securities Trading Policy.
*21.1	Subsidiaries of the Company.
*23.1	Consent of PricewaterhouseCoopers LLP.

*31.1	Certification by Ryan S. Napierski, Chief Executive Officer, pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification by James D. Thomas, Chief Financial Officer, pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*32.1	Certification by Ryan S. Napierski, Chief Executive Officer, pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*32.2	Certification by James D. Thomas, Chief Financial Officer, pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97.1	Nu Skin Enterprises, Inc. Executive Officer Incentive Compensation Recovery Policy (incorporated by reference to Exhibit 97.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed February 15, 2024).
*101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).
*101.SCH	Inline XBRL Taxonomy Extension Schema Document.
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
*101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
*104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

* Filed or furnished herewith.
# Management contract or compensatory plan or arrangement.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on February 14, 2025.

NU SKIN ENTERPRISES, INC.

By: /s/ Ryan. S. Napierski
Ryan S. Napierski
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 14, 2025.

Signatures	Capacity in Which Signed
/s/ Steven J. Lund Steven J. Lund	Executive Chairman of the Board
/s/ Ryan S. Napierski Ryan S. Napierski	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ James D. Thomas James D. Thomas	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Emma S. Battle Emma S. Battle	Director
/s/ Daniel W. Campbell Daniel W. Campbell	Director
/s/ Laura Nathanson Laura Nathanson	Director
/s/ Thomas R. Pisano Thomas R. Pisano	Director
/s/ Zheqing Shen Zheqing Shen	Director
/s/ Edwina D. Woodbury Edwina D. Woodbury	Director
/s/ Mark A. Zorko Mark A. Zorko	Director

Exhibit 10.9

NU SKIN ENTERPRISES, INC.
2024 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement, Participant's award information (the "Award Summary"), which can be accessed on the Fidelity website (currently www.fidelity.com) or the website of such other stock plan administrator(s) that the Company may select in the future, and the Appendix for Participant's country contained in this agreement, if any, (collectively, this "Agreement") set forth the terms and conditions of the Restricted Stock Units granted to Participant under the Nu Skin Enterprises, Inc. 2024 Omnibus Incentive Plan (the "Plan"). In the event of a conflict between (i) the terms and conditions of the Plan; and (ii) the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. Unless otherwise defined herein, the capitalized terms in this Agreement shall have the same defined meaning assigned to them in the Plan.

1. **Grant of Restricted Stock Units.**

(a) **Grant of Restricted Stock Units.** Effective as of the date of grant specified in the Award Summary (the "Grant Date"), the Company grants to Participant an award of the number of Restricted Stock Units specified in the Award Summary. Each Restricted Stock Unit is a bookkeeping entry representing the Company's unfunded promise to deliver one Share on the terms provided herein and in the Plan.

(b) **Vesting of Restricted Stock Units**. The Restricted Stock Units shall vest on the dates (the "Vesting Dates") and in the amounts determined by the Committee and set forth in the Award Summary, except as otherwise provided in this Agreement, including pursuant to Section 1(c) and Section 4.

(c) **Termination of Continuous Service.**

(i) In the event Participant's Continuous Service (as defined in Section 1(g)(ii) below) is terminated for any reason prior to the full vesting of the Restricted Stock Units, the Restricted Stock Units granted hereunder shall be canceled to the extent they are not vested as of the termination of Participant's Continuous Service, as determined in accordance with Section 9(h) below, and Participant shall not have any right to receive any Shares subject to such unvested Restricted Stock Units.

(ii) Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which Participant renders service to the Company or a Subsidiary as an Employee, Consultant, or Director, or a change in the entity for which Participant renders such service, provided that there is no interruption or termination of Participant's Continuous Service. For example, a change in status from an Employee of the Company to a Consultant of a Subsidiary or a Director will not constitute an interruption of Continuous Service. Subject to the requirements of applicable law, the Committee, in its sole discretion, shall determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by the Company or a Subsidiary, including sick leave, military leave or any other personal leave.

(d) **Settlement of Restricted Stock Units.**

(i) Subject to the terms of the Plan and this Agreement, Restricted Stock Units shall be settled in Shares, provided that Participant has satisfied any Tax-Related Items pursuant to Section 8 below.

(ii) Shares will be issued to Participant within 70 days following the applicable Vesting Date; provided, however, that if the Participant is a "United States person" as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended, (a "U.S. Taxpayer") holding Section 409A Change of Control Units, the Shares will be issued in accordance with the following schedule:

(A) If the termination event giving rise to the vesting acceleration occurs prior to the Change in Control and the Change in Control constitutes a "change in control event" (within the meaning of U.S. Treasury Regulation 1.409A-3(i)(5)(i)) (a "409A CIC"), the Shares will be issued on the date of the Change in Control, and if the Change in Control does not constitute a 409A CIC, the Shares will be issued on the date that is six months following the Participant's "separation from service" (within the meaning of Code Section 409A) (a "Separation from Service"); and

(B) If the termination event giving rise to the vesting acceleration occurs on or following the Change in Control and the Change in Control constitutes a 409A CIC, then the Shares will be issued within 30 days following the Participant's Separation from Service, and if the Change in Control is not a 409A CIC, then the Shares will be issued on the date that is six months following the Participant's Separation from Service.

(iii) Notwithstanding the foregoing, for purposes of complying with Code Section 409A, if the Participant is a U.S. Taxpayer holding Section 409A Change of Control Units, (A) the Company and the Participant shall take all steps necessary (including with regard to any post-termination services by the Participant) to ensure that a termination contemplated under Section 1(f) constitutes a Separation from Service; and (B) to the extent such Participant is a "specified employee" within the meaning of Code Section 409A, on the date the Participant experiences a Separation from Service, the Shares will be issued on the first business day of the seventh month following the Participant's Separation from Service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Code Section 409A.

(e) **Stockholder Rights.** Unless and until Shares are issued by the Company after the Vesting Date, Participant shall have none of the rights or privileges of a shareholder of the Company (including voting, dividend and liquidation rights) with respect to the Shares covered by the Restricted Stock Units.

(f) **Change in Control.** Notwithstanding any provision in this Agreement to the contrary, if, within six months prior to and in connection with a Change in Control or within two years following such Change in Control, Participant's employment is terminated (i) by the Company and its Subsidiaries without Cause, or (ii) by Participant for Good Reason, the vesting of the Restricted Stock Units governed by this Agreement shall be accelerated such that all such Restricted Stock Units shall be deemed to be vested in full immediately prior to the termination of Participant's employment.

(g) **Defined Terms**. For purposes of this Agreement:

(i) "Cause" shall mean that Participant has engaged in any one of the following:

(A) a material breach by Participant of the Company's Employee Covenants Agreement, other employee covenants or any employment agreement, which breach is not cured within any applicable cure period set forth in the respective document;

(B) any willful violation by Participant of any material law or regulation applicable to the business of the Company or any of its Subsidiaries;

(C) Participant's conviction of, or a plea of guilty or nolo contendere to, a felony or any willful perpetration of common law fraud (or analogous violation of law in a jurisdiction outside the United States); or

(D) any other willful misconduct by Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or any of its Subsidiaries.

For purposes of the foregoing, in determining whether a "material breach" has occurred, or whether there has been a willful violation of a "material" law or regulation, the standard shall be a breach or violation that is, or will reasonably likely be, materially injurious to the financial condition or business reputation of, or is, or will reasonably likely be, otherwise materially injurious to, the Company or any of its Subsidiaries.

(ii) "Continuous Service" shall mean the uninterrupted provision of services to the Company or a Subsidiary, whether as an Employee, Director, or Consultant.

(iii) "Good Reason" shall mean the occurrence any of the following events that result in a material negative change to Participant:

(A) without Participant's consent, a material reduction in the scope of Participant's duties and responsibilities or the level of management to which Participant reports;

(B) without Participant's consent, a reduction in base salary (other than an across-the-board reduction of not more than 10% applicable to all similarly situated employees);

(C) without Participant's consent, a material reduction in Participant's benefits in the aggregate (in terms of benefit levels) from those provided to Participant under any employee benefit plan, program and practice in which Participant participates;

(D) without Participant's consent, a relocation of Participant's principal place of employment of more than 50 miles;

(E) the failure of the Company to have a successor entity specifically assume this Agreement or any employment agreement within 10 business days after a Change in Control; or

(F) a material breach by the Company or a successor entity of this Agreement or any employment agreement.

Notwithstanding the foregoing, Participant's employment shall not be deemed to have been terminated for Good Reason unless Participant provides written notice to the Company of the event or condition constituting Good Reason within 30 days of its initial occurrence, the Company does not cure such event or condition within 30 days after receiving such notice (the "Cure Period") and the Participant resigns within 30 days following the expiration of the Cure Period.

(iv) "Section 409A Change of Control Units" shall mean Restricted Stock Units that are considered "non-qualified deferred compensation" subject to Section 409A of the Code and that vest in full as a result of the Participant's termination pursuant to Section 1(f).

2. **Securities Law Compliance.** Participant represents that Participant has received and carefully read a copy of the Prospectus for the Plan, together with the Company's most recent Annual Report to Stockholders. Participant hereby acknowledges that Participant is aware of the risks associated with the Shares and that there can be no assurance the price of the Shares will not decrease in the future. Participant hereby acknowledges that no representations or statements have been made to Participant concerning the value or potential value of the Shares. Participant acknowledges that Participant has relied only on information contained in the Prospectus and has received no representations, written or oral, from the Company or its employees, attorneys or agents, other than those contained in the Prospectus or this Agreement. Participant acknowledges that the Company has made no representations or recommendations, and is not providing any tax, legal or financial advice, regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

3. **Transfer Restrictions.** Participant shall not transfer, assign, sell, encumber, pledge, grant a security interest in or otherwise dispose of the Restricted Stock Units subject to this Agreement in any manner other than by the laws of descent or distribution. Any such transfer, assignment, sale, encumbrance, pledge, security interest or disposition shall be void.

4. **Forfeiture.**

(a) If, at any time during Participant's Continuous Service or at any time during the 12-month period following termination of Participant's Continuous Service, Participant engages in conduct that constitutes Cause (as defined above), then at the election of the Committee, (i) this Agreement and all unvested Restricted Stock Units granted hereunder shall terminate, and (ii) Participant shall return to the Company for cancellation all Shares held by Participant plus pay the Company the amount of any proceeds received from the sale of any Shares, to the extent such Shares were issued pursuant to Restricted Stock Units granted under this Agreement that vested (A) during the 12-month period immediately preceding the event that constituted Cause, or (B) on the date of or at any time after such Cause.

(b) The forfeiture provisions of this Section 4 shall be applied by the Committee, at its discretion, to the maximum extent permitted under applicable laws. Further, these provisions are in addition to, and not in lieu of, any recoupment requirements under the Sarbanes-Oxley Act or under other applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or Section 10D of the U.S. Securities Exchange Act of 1934, as amended, and shall apply notwithstanding anything to the contrary in this Agreement or in the Plan.

(c) Additionally, if Participant is or becomes subject to the Nu Skin Enterprises, Inc. Executive Officer Incentive Compensation Recovery Policy (the "Recovery Policy"), Participant agrees that any Restricted Stock Units granted hereunder may be terminated, any Shares held by Participant shall be returned to the Company, and any proceeds from the sale of such Shares shall be paid by Participant to the Company, to the extent the Company determines such actions are necessary to satisfy a recoupment requirement under the Recovery Policy.

(d) Participant expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the foregoing provisions of this Section 4 (as applicable to Participant) or applicable law without further consent or action being required by Participant. For purposes of the foregoing and as a condition to the grant, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to Fidelity (or any other stock plan service provider engaged by the Company to administer awards granted under the Plan) to re-convey, transfer or otherwise return any Shares held by Participant and/or other amounts to the Company.

5. **Governing Plan Document.** This Agreement incorporates by reference all of the terms and conditions of the Plan, as presently existing and as hereafter amended. Participant expressly acknowledges and agrees that the terms and provisions of this Agreement are subject in all respects to the provisions of the Plan. Participant also expressly:

(a) Acknowledges receipt of the Plan and represents that Participant is familiar with the provisions of the Plan, and that Participant enters into this Agreement subject to all of the provisions of the Plan;

(b) Recognizes that the Committee has been granted complete authority to administer the Plan in its sole discretion, and agrees to accept all decisions related to the Plan and all interpretations of the Plan made by the Committee as final and conclusive upon Participant and upon all persons at any time claiming any interest through Participant in the Restricted Stock Units or the Shares subject to this Agreement; and

(c) Acknowledges and understands that the establishment of the Plan and the existence of this Agreement are not sufficient, in and of themselves, to exempt Participant from the requirements of Section 16(b) of the Exchange Act and any rules or regulations promulgated thereunder, and that Participant (to the extent Section 16(b) applies to Participant) shall not be exempt from such requirements pursuant to Rule 16b-3 unless and until Participant shall comply with all applicable requirements of Rule 16b-3, including without limitation, the possible requirement that Participant must not sell or otherwise dispose of any Shares acquired pursuant to Restricted Stock Units unless and until a period of at least six months shall have elapsed between the Grant Date and the date upon which Participant desires to sell or otherwise dispose of such Shares.

6. **Representations and Warranties.** As a condition to the receipt of any Shares upon vesting of the Restricted Stock Units, the Company may require Participant to make any representations and warranties to the Company that legal counsel to the Company may determine to be required or advisable under any applicable law or regulation, including without limitation, representations and warranties that the Shares are being acquired only for investment and without any present intention or view to sell or distribute any such Shares.

7. **Compliance With Law and Regulations.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Restricted Stock Units prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

8. **Responsibility for Taxes.**

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant or deemed by the Company or the Employer in its discretion to be an appropriate charge to Participant even if legally applicable to the Company or the Employer ("Tax-Related Items"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer pursuant to Section 8(c). Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of any Shares acquired at settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items.

(c) Full payment of the Tax-Related Items shall be made by any of the following, or a combination thereof, at the election of the Participant, subject to the Committee's or Company's right to eliminate, prior to vesting, any of the following as permissible payment methods: (i) in cash or cash equivalents (including certified check, bank check or wire transfer of immediately available funds); (ii) by tendering previously acquired Shares (either actually or by attestation) valued at their then-Fair Market Value; (iii) by withholding Shares otherwise issuable in connection with the vesting of the Restricted Stock Units; (iv) through same-day voluntary or involuntary (on Participant's behalf pursuant to this authorization) sales through a broker if permitted by the Company's Securities Trading Policy; (v) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer; or (vi) any combination of any of the foregoing. In the absence of Participant's timely election or in the event Section 16(b) applies to Participant, the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable. In the event that such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, Participant authorizes and directs the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the methods above.

(d) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable withholding rates in Participant's jurisdiction(s) (up to the rate that will not cause an adverse accounting consequence or cost, including pursuant to ASC Topic 718, as applicable). If the Company and/or the Employer withhold more than the amount necessary to satisfy the liability for Tax-Related Items, Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent Shares, or if not refunded, Participant may be able to seek a refund from the applicable tax authorities. If the Company and/or the Employer withhold less than the amount necessary to satisfy the liability for Tax-Related Items, Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(e) Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

9. **Nature of Grant.** In accepting the Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been awarded in the past;

(c) nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in the employment or service of the Employer, the Company or any Subsidiary or be interpreted as forming or amending an employment or services contract with the Employer, the Company or any Subsidiary and shall not interfere with or restrict any way the ability of the Employer, the Company or any Subsidiary, as applicable, to terminate Participant's employment or service relationship, if any;

(d) all decisions with respect to future grants of Restricted Stock Units or other grants, if any, will be at the sole discretion of the Committee and/or Company;

(e) Participant's participation in the Plan is voluntary;

(f) the future value of the underlying Shares is unknown, indeterminable and unpredictable;

(g) unless otherwise agreed with the Company, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of any entity of the Company;

(h) in the event of the termination of Participant's Continuous Service (as defined above) (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), unless otherwise determined by the Company, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of the date Participant is no longer providing Continuous Service and will not be extended by any notice period (*e.g.*, Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when Participant is no longer providing Continuous Service for purposes of this Agreement, including whether Participant may still be considered to be providing Continuous Service while on a leave of absence;

(i) Restricted Stock Units and the Shares subject to Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(j) Restricted Stock Units and the Shares subject to Restricted Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;

(k) Restricted Stock Units are an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company or to the Employer, and Restricted Stock Units are outside of the scope of Participant's employment agreement, if any;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of Restricted Stock Units resulting from termination of Participant's Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); and

(m) neither the Company, the Employer nor any Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

10. **Data Privacy Notice and Consent.** ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data, as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Employer, the Company and Subsidiaries may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address, telephone number, date of birth, social security number, passport information, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares or other equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of Restricted Stock Units may be deposited. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that the Company may not be able to grant Restricted Stock Units or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

Upon request of the Company or the Employer, Participant agrees to provide an executed data privacy form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that he or she will not be able to participate in the Plan if Participant fails to provide any such consent or agreement as requested by the Company and/or the Employer.

11. **Miscellaneous Provisions.**

(a) **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon (i) personal delivery, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, or if not, then on the next business day, or (iii) upon deposit in the sender's local mail, registered or certified, postage prepaid and, with respect to notice sent pursuant to clauses (ii) or (iii), properly addressed to the party entitled to such notice at the latest email or physical address on file or at such other address as such party may designate by ten days advance written notice under this Section 11(a) to all other parties to this Agreement.

(b) **Waiver.** The failure of the Company in any instance to exercise any rights under this Agreement, including the forfeiture rights under Section 4, shall not constitute a waiver of any other rights that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and Participant. Participant acknowledges that no waiver by the Company of any breach of any provision of this Agreement shall operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant, whether of like or different nature.

(c) **Imposition of Other Requirements & Participant Undertaking.** The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out the foregoing or one or more of the obligations or restrictions imposed on either Participant or the Shares pursuant to the provisions of this Agreement.

(d) **Entire Contract.** This Agreement and the Plan constitute the entire understanding and agreement of the parties with respect to the subject matter contained herein. This Agreement is made pursuant to, and incorporates by reference, the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan.

(e) **Language.** Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, Participant acknowledges that he or she will seek appropriate assistance to understand the terms and conditions in this Agreement. Furthermore, if Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon Participant, Participant's permitted assigns and the legal representatives, heirs and legatees of Participant's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof. Participant may not assign this Agreement other than by the laws of descent and distribution.

(h) **Severability.** In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(i) **Governing Law and Choice of Venue.** The Restricted Stock Units and the provisions of this Agreement shall be governed by, and subject to, the laws of the State of Utah, United States, without regard to the conflict of law provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this Agreement or this grant of Restricted Stock Units, the parties hereby submit to and consent to the jurisdiction of the State of Utah, agree that such litigation shall be conducted in the courts of Utah County, Utah, or the federal courts of the United States for the District of Utah, where this grant is made and/or to be performed.

(j) **Appendix.** Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Appendix, the terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

(k) **Insider Trading Restrictions/Market Abuse Laws**. Participant acknowledges that, depending on Participant's country, broker's country, or where Shares are listed, Participant may be subject to insider trading and/or market abuse laws which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to such shares (e.g., Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "material nonpublic information" or "inside information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant places before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

(l) **Exchange Control Tax and Foreign Asset/Account Reporting Requirements**. Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect Participant's ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage, bank account or legal entity outside Participant's country. Participant may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant should consult his or her personal legal advisor for any details. Participant agrees to take any and all actions, and consents to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in Participant's country of residence (and country of employment, if different). Finally, Participant agrees to take any and all actions as may be required to comply with Participant's personal legal and tax obligations under local laws, rules and regulations in Participant's country of residence (and country of employment, if different).

(m) **Section 409A**. The Restricted Stock Units and issuance of Shares thereunder are intended to comply with Code Section 409A and the U.S. Treasury Regulations relating thereto so as not to subject the Participant to the payment of additional taxes and interest under Code Section 409A or other adverse tax consequences. In furtherance of this intent, the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Committee may modify the terms of this Agreement, the Plan or both, without the consent of the Participant, in the manner that the Committee may determine to be necessary or advisable in order to comply with Code Section 409A or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Code Section 409A if compliance is not practical. This Section 11(m) does not create an obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Restricted Stock Units or the delivery of Shares upon vesting/settlement of the Restricted Stock Units will not be subject to taxes, interest and penalties or any other adverse tax consequences under Code Section 409A. Nothing in this Agreement shall provide a basis for any person to take any action against the Company or any of its Subsidiaries based on matters covered by Code Section 409A, including the tax treatment of any amounts paid under this Agreement, and neither the Company nor any of its Subsidiaries will have any liability under any circumstances to the Participant or any other party if the Restricted Stock Units, the delivery of Shares upon vesting/settlement of the Restricted Stock Units or other payment or tax event hereunder that is intended to be exempt from, or compliant with, Code Section 409A, is not so exempt or compliant or for any action taken by the Committee with respect thereto. Further, settlement of any portion of the Restricted Stock Units that is Deferred Compensation may not be accelerated or postponed except to the extent permitted by Code Section 409A.

By electronically accepting this Agreement and participating in the Plan, Participant agrees to be bound by the terms and conditions in the Plan and this Agreement, including the Appendix. Within six months of the Grant Date, if Participant has not electronically accepted this Agreement on Fidelity's website, or the website of any other stock plan service provider appointed by the Company, and has not otherwise rejected the grant, then this award shall automatically be deemed accepted, and Participant shall be bound by the terms and conditions in the Plan and this Agreement, including the Appendix.

APPENDIX

FOR PARTICIPANTS OUTSIDE THE U.S.

NU SKIN ENTERPRISES, INC.
2024 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, the capitalized terms in this Appendix shall have the same defined meaning assigned to them in the Plan and the Agreement.

This Appendix includes special country-specific terms and conditions that apply to Participants in the countries listed below. This Appendix is part of the Agreement. This Appendix also includes information of which Participant should be aware with respect to his or her participation in the Plan. For example, certain individual exchange control reporting requirements may apply upon vesting of the Restricted Stock Units and/or sale of Shares. The information is based on the securities, exchange control and other laws in effect in the respective countries as of November 2023 and is provided for informational purposes. Such laws are often complex and change frequently, and results may be different based on the particular facts and circumstances. As a result, the Company recommends that Participant does not rely on the information noted herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time the Restricted Stock Units vest or are settled, or Participant sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which he or she currently is residing and/or working, transfers employment after the Restricted Stock Units are granted to him or her, or is considered a resident of another country for local law purposes, the terms and conditions and/or notifications contained herein may not be applicable to him or her, and the Company shall, in its discretion, determine to what extent such terms and conditions contained herein shall apply to him or her.

DATA PRIVACY PROVISIONS APPLICABLE TO GRANTEES IN THE EUROPEAN UNION/EUROPEAN ECONOMIC AREA

The following provision replaces Section 10 of the Agreement:

Data Collection and Usage. Pursuant to applicable data protection laws, Participant is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about Participant for the exclusive legitimate purpose of granting Restricted Stock Units and implementing, administering and managing Participant's participation in the Plan. Specifics of the data processing are described below. For California residents, the categories of personal information, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes, or is capable of being associated with a particular individual. The personal information is not sold or shared for cross-context behavioral advertising. The Company's Global Privacy Notice is available at https://www.nuskin.com/content/global-privacy.html.

Controller, EU Representative and DPO. The Company is the controller responsible for the processing of Participant's personal data in connection with the Plan. The Company's representative in the European Union is NSE Products Europe BV, Da Vincilaan 9, 1930 Zaventem, Belgium, telephone number +32 2 722 70 00. Participant can reach the data protection officer ("DPO") of the Company at +1 (801) 345-1000, 75 West Center Street, Provo, Utah 84601.

Personal Data Subject to Processing. The Company collects, processes and uses the following types of personal data about Participant: Participant's name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, settled, vested, unvested or outstanding in Participant's favor, which the Company receives from Participant or the Employer, as well as Participant's hire date, term date, term reason code, status, and Company's Division ("Personal Data").

Purposes and Legal Bases of Processing. The Company processes the Personal Data for the purpose of granting Restricted Stock Units, implementing, administering and managing Participant's participation in the Plan. The legal basis for the processing of the Personal Data by the Company and the third-party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Personal Data to Fidelity Stock Plan Services, LLC and its affiliated companies (collectively, "Fidelity"), an independent stock plan administrator with operations, relevant to the Company, in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select different service providers and may share Personal Data with such service providers. As a data controller, the Company's stock plan administrator will open an account for Participant to receive and trade Shares. Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan. Participant's Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating Participant's participation in the Plan. Participant understands that Participant may request a list with the names and addresses of any potential recipients of Personal Data by contacting Participant's local human resources representative.

International Data Transfers. The Company and its service providers, including, without limitation, Fidelity, operate, relevant to the Company, in the United States, which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. Participant understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that Participant's Personal Data may not have an equivalent level of protection as compared to Participant's country of residence.

The legal basis for the processing of the Personal Data by the Company and the third-party service providers is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Data Retention. The Company will use the Personal Data only as long as necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy tax, legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. To the extent provided by law, Participant has the right to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, or (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements. In addition, Participant has, to the extent provided by law, the right to (iv) request the Company to restrict the processing of Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Personal Data that Participant has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with Participant and is carried out by automated means. In case of concerns, Participant also has the right to (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding Participant's rights, raise any other questions regarding the practices described in this Agreement or to exercise his or her rights, Participant should contact his or her local human resources representative.

Contractual Requirement. Participant's provision of Personal Data and its processing as described above is required for the performance of the Company's obligations pursuant to the Plan and a condition to Participant's ability to participate in the Plan. Participant understands that, as a consequence of Participant's refusing to provide Personal Data, the Company may not be able to allow Participant to participate in the Plan, grant Restricted Stock Units to Participant or administer or maintain such Restricted Stock Units. However, Participant's participation in the Plan and his or her acceptance of this Agreement are purely voluntary. While Participant will not receive Restricted Stock Units if he or she decides against participating in the Plan or providing Personal Data as described above, Participant's career and salary will not be affected in any way. For more information on the consequences of the refusal to provide Personal Data, Participant may contact his or her local human resources representative.

AUSTRALIA

Nature of Plan. The Plan and the Agreement is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in the Act).

Securities Law Information. The offer of the Restricted Stock Units is being made under Division 1A Part 7.12 of the Corporations Act 2001 (Cth). If Participant offers Shares acquired under the Plan for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participant should obtain legal advice on any disclosure obligations prior to making any such offer.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on Participant's behalf.

BELGIUM

Foreign Asset/Account Reporting Information. Participant is required to report any securities (*e.g.*, Shares acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgian residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption. Participant should consult a personal tax advisor with respect to the applicable reporting obligations.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Participant should consult with a personal tax or financial advisor for additional details on Participant's obligations with respect to the annual securities account tax.

CANADA

Restricted Stock Units Only Payable in Shares. Notwithstanding any discretion in the Plan, the Restricted Stock Units will be settled in Shares only. The grant of Restricted Stock Units does not provide any right for Participant to receive a cash payment.

Securities Law Information. Participant acknowledges and agrees that he or she will sell Shares acquired through participation in the Plan only outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States.

Foreign Asset/Account Reporting Information. Participant is required to report any specified foreign property (including Shares) annually on Form T1135 (Foreign Income Verification Statement) if the total cost of Participant's specified foreign property exceeds C$100,000 at any time during the year. The form must be filed by April 30th of the following year. Specified foreign property includes Shares acquired under the Plan and may include Restricted Stock Units. The Restricted Stock Units must be reported–generally at a nil cost–if the C$100,000 cost threshold is exceeded because of other foreign property Participant holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at vesting for Restricted Stock Units, but if Participant owns other shares, this ACB may have to be averaged with the ACB of the other shares. It is Participant's responsibility to comply with applicable reporting obligations.

The following provisions apply if Participant is resident in Quebec:

Data Privacy. Participant hereby authorizes the Company, the Employer and their representatives, including any broker(s) designated by the Company to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and its Subsidiaries to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and its Subsidiaries to record such information and to keep such information in the his or her employee file. Participant acknowledges and agree that Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, Participant also acknowledges and authorizes the Company, the Company's Subsidiaries, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Translation. Participant understands that they are entitled to receive the Agreement, the Plan and potentially other documents related to the Restricted Stock Units translated into French, and if so requested, the Company will use its best efforts to provide the French translation as expediently as possible. If Participant does not request a French translation, it is understood that Participant prefers to receive the documents related to the Plan in the English language and agree that the English documents govern the Restricted Stock Units.

Traduction. Participant comprend qu'il a le droit de recevoir l'accord, le plan et potentiellement d'autres documents liés aux unités d'actions restreintes traduits en français, et si cela est demandé, la Société fera de son mieux pour fournir la traduction française aussi rapidement que possible. Si Participant ne demande pas de traduction en français, il est entendu qu'il préfère recevoir les documents relatifs au Plan en langue anglaise et accepte que les documents en anglais régissent les Unités d'actions restreintes.

CHINA

The following provisions apply only to Participants who are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("SAFE"), as determined by the Company in its sole discretion:

Settlement of Restricted Stock Units. This provision supplements Section 1.4 of the Agreement:

The Restricted Stock Units will only vest if and when the Company has completed the registration of the Plan with SAFE and provided such registration remains effective. If the Company is unable to complete the registration or maintain the registration, the settlement of the Restricted Stock Units may be delayed. Shares issued to Participant under the Plan must be maintained in an account with Fidelity or such other broker as may be designated by the Company until the Shares are sold through that broker. Due to local regulatory requirements, Participant agrees that the Company may force the sale of any Shares obtained at vesting. The sale may occur immediately upon vesting or within any other time frame as the Company determines to be necessary or advisable for legal or administrative reasons.

Furthermore, due to regulatory requirements, Participant acknowledges and agrees that Participant must sell any Shares issued to Participant upon vesting of the Restricted Stock Units as soon as practicable following the termination of Participant's Continuous Service and in no event later than six months following the termination of Participant's Continuous Service, or within any other such time frame as may be required by SAFE. Participant agrees that if Participant continues to hold any of such Shares after this time, the Shares will be sold by the Company's designated broker on Participant's behalf at the instruction of the Company. Therefore, by accepting the Restricted Stock Units, Participant understands and agrees that the Company is authorized to, and may in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares (on Participant's behalf pursuant to this authorization) and that Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the proceeds, less any Tax-Related Items and brokerage fees or commissions will be remitted to Participant pursuant to the procedures described in the "Exchange Control Information" section below.

Exchange Control Information. Participant understands and agrees that, to facilitate compliance with exchange control requirements, Participant will be required to immediately repatriate to China the cash proceeds from the sale of the Shares issued upon the vesting of the Restricted Stock Units. Participant further understands that, under local law, such repatriation of the cash proceeds will be effectuated through a special exchange control account established by the Company or its Subsidiary in China, and Participant hereby consents and agrees that the proceeds from the sale of Shares acquired under the Plan may be transferred to such special account prior to being delivered to Participant. The Company may deliver the proceeds to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant understands that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are converted to local currency, there may be delays in delivering the proceeds to Participant. Participant agrees to bear the risk of any currency fluctuation between the time the Shares are sold, either through voluntary sale or through a mandatory sale arranged by the Company, or proceeds are otherwise realized under the Plan and the time such proceeds are distributed to Participant through the special exchange control account.

Participant further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

DENMARK

Danish Stock Option Act. Participant acknowledges that they have received an Employer Statement in Danish which sets forth additional terms of the Restricted Stock Units, to the extent that the Danish Stock Option Act applies to the Restricted Stock Units.

Foreign Asset/Account Reporting Information. Danish residents who establish an account holding Shares or an account holding cash outside Denmark must report the account to the Danish Tax Administration as part of their annual tax return under the section related to foreign affairs and income. The form which should be used in this respect can be obtained from a local bank. Participant should consult with Participant's personal advisor(s) regarding any personal foreign asset/foreign account tax obligations Participant may have in connection with Participant's participation in the Plan.

GERMANY

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). If Participant makes or receives a payment that exceeds €12,500 (including if Participant acquires Shares with a value in excess of this amount under the Plan or sell Shares via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax-Related Items, Participant must report the payment and/or the value of the Shares withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (*Allgemeine Meldeportal Statistik*) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Shares must notify their local tax office if the acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) Participant owns at least 1% of the Company and the value of the Shares acquired exceeds €150,000, or (ii) Participant holds Shares exceeding 10% of the total capital of the Company.

HONG KONG

Restricted Stock Units Only Payable in Shares. Notwithstanding any discretion in the Plan, the Restricted Stock Units will be settled in Shares only. The grant of Restricted Stock Units does not provide any right for Participant to receive a cash payment.

Restriction on Sale of Shares. Shares received under the Plan are accepted as a personal investment. Should any portion of the Restricted Stock Units vest within six months of the Grant Date, Participant agrees that Participant will not dispose of the Shares acquired at vesting prior to the six-month anniversary of the Grant Date.

Securities Law Information. ***Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Participant is advised to exercise caution in relation to the offer. If Participant is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, Participant should obtain independent professional advice. The Restricted Stock Units and any Shares issued pursuant to the grant do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Restricted Stock Units and any related documentation are intended only for the personal use of each eligible employee of the Company and may not be distributed to any other person.***

HUNGARY

There are no country-specific provisions.

INDONESIA

Language Consent and Notification. A translation of the documents related to this grant into Bahasa Indonesia can be provided to Participant upon request to hroperations@nuskin.com. By accepting the grant, Participant (i) confirms having read and understood the documents relating to this grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Language Consent and Notification. Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada hroperations@nuskin.com. Dengan menerima hibah, anda (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

Exchange Control Information. If Participant remits proceeds from the sale of Shares or the receipt of any dividends paid on such Shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, Participant must complete a "Transfer Report Form." The Transfer Report Form should be provided to Participant by the bank through which the transaction is made.

In addition, Participant must provide the Bank of Indonesia with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the 15th day of the month following the month in which the activity occurred.

Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.

JAPAN

Exchange Control Information. If Participant acquires Shares valued at more than ¥100,000,000 in a single transaction, Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares. Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

Foreign Asset/Account Reporting Information. Participant will be required to report details of any assets (including any Shares acquired under the Plan) held outside of Japan as of December 31st of each year, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th of the following year. Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to Participant and whether Participant will be required to report details of any outstanding Restricted Stock Units or Shares held by Participant in the report.

KOREA

Exchange Control Information. Korean residents may need to file a report with a Korean foreign exchange bank if the Korean resident sells Shares acquired under the Plan and/or receives cash dividends in excess of a certain threshold (currently US$5,000) (per transaction) and deposits the proceeds into a non-Korean bank account. The reporting is not required if proceeds are deposited into a non-Korean brokerage account. Participant is responsible for complying with any applicable exchange control reporting obligations in Korea and should consult with a personal legal advisor to determine their personal reporting obligations.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. Participant should consult with Participant's personal advisor(s) regarding any personal foreign asset/foreign account tax obligations Participant may have in connection with Participant's participation in the Plan.

MALAYSIA

Director Notification Information. If Participant is a director of a Malaysian Subsidiary, Participant is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when Participant receives an interest (*e.g.*, Restricted Stock Units) in the Company or any related companies. In addition, Participant must notify the Malaysian Subsidiary when Participant sells Shares of the Company or any related company (including when Participant sells Shares acquired under the Plan). These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any related company.

Data Privacy Notice and Consent. This provision replaces in its entirety Section 10 of the Agreement:

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data, as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Employer, the Company and Subsidiaries may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data"). The Data is supplied by the Employer and also by me through information collected in connection with the Agreement and the Plan.

Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan bahan-bahan geran Unit Saham Terbatas yang lain oleh dan di antara, seperti yang berkenaan, Majikan, Syarikat dan Anak-anak Syarikat untuk tujuan yang eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta di dalam Pelan.

Peserta memahami bahawa Majikan, Syarikat and Anak-anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, tarikh lahir, nombor insurans sosial atau nombor pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa Syer atau jawatan pengarah yang dipegang dalam Syarikat, butir-butir semua Unit Saham Terbatas, atau apa-apa hak lain atas Syer yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta, untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut ("Data"). Data tersebut dibekalkan oleh Majikan dan juga oleh saya berkenaan dengan Perjanjian dan Pelan.

Participant understands that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative at +60-03-2170-7700. Participant authorizes the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of Restricted Stock Units may be deposited. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company may not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

Peserta memahami bahawa Data ini akan dipindahkan kepada Fidelity, atau mana-mana pembekal perkhidmatan pelan saham lain sebagaimana yang dipilih oleh Syarikat pada masa depan, yang membantu Syarikat dengan pelaksanaan, pentadbiran dan pengurusan Pelan. Peserta memahami bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau mana-mana tempat lain, dan bahawa negara penerima-penerima (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama-nama dan alamat-alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan peserta di +60-03-2170-7700. Peserta memberi kuasa kepada Syarikat, Fidelity dan mana-mana penerima-penerima kemungkinan lain yang mungkin akan membantu Syarikat (pada masa sekarang atau pada masa depan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, bagi tujuan-tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta di dalam Pelan, termasuk segala pemindahan Data tersebut sebagaimana yang dikehendaki kepada broker, egen eskrow atau pihak ketiga dengan siapa Saham diterima semasa peletakhakan Unit Saham Terbatas mungkin didepositkan. Peserta memahami bahawa Data hanya akan disimpan selagi ia adalah diperlukan untuk melaksanakan, mentadbir, dan menguruskan penyertaan peserta dalam Pelan. Peserta memahami bahawa sekiranya peserta menetap di luar Amerika Syarikat, peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan. Selanjutnya, Peserta memahami bahawa peserta memberikan persetujuan di sini secara sukarela semata-mata. Sekiranya Peserta tidak bersetuju, atau sekiranya Peserta kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat buruk sekiranya Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Syarikat tidak akan dapat memberikan Unit Saham Terbatas atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah-anugerah tersebut kepada Peserta. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan peserta boleh menjejaskan keupayaan Peserta untuk mengambil bahagian dalam Pelan. Untuk maklumat lebih lanjut mengenai akibat-akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan.

NETHERLANDS

There are no country-specific provisions.

PHILIPPINES

Securities Law Information. This offering is subject to exemption from the requirements of securities registration with the Philippines Securities and Exchange Commission, under Section 10.1(k) of the Philippine Securities Regulation Code.

THE SECURITIES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE. ANY FURTHER OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

For further information on risk factors impacting the Company's business that may affect the value of the Shares, Participant may refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's website at http://ir.nuskin.com. In addition, Participant may receive, free of charge, a copy of the Company's Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to the Company's stockholders by contacting Investor Relations Department at 75 West Center Street, Provo, Utah 84601.

Participant acknowledges he or she is permitted to dispose or sell Shares acquired under the Plan provided the offer and resale of such shares takes place outside the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

Sale Restriction. Participant agrees that any Shares acquired pursuant to the Restricted Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such offer or sale is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") , or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Securities Law Information. The grant of the Restricted Stock Units is made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA and is not made to Participant with a view of the Restricted Stock Units being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore and hence, statutory liability under the SFA in relation to the content of prospectuses will not apply. Participant should note that the Award is subject to section 257 of the SFA and Participant will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made (a) more than six months after the Grant Date or (b) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA (Chapter 289, 2006 Ed.) or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Director Notification Requirement. Directors, associate directors and shadow directors of a Singapore Subsidiary are subject to certain notification requirements under the Singapore Companies Act. The directors, associate directors and shadow directors must notify the Singapore Subsidiary in writing of an interest (*e.g.*, Restricted Stock Units, Shares, etc.) in the Company or any related companies within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.,* when the Shares are sold), or (iii) becoming a director, associate director or shadow director.

TAIWAN

Data Privacy Consent. Participant hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in Section 10 of the Agreement and by participating in the Plan, Participant agrees to such terms. In this regard, upon request of the Company or the Employer, Participant agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in Participant's country, either now or in the future. Participant understands he or she will not be able to participate in the Plan if Participant fails to execute any such consent or agreement.

Securities Law Information. The Restricted Stock Units and the Shares to be issued pursuant to the Plan are available only to employees of the Company and its Subsidiaries. The grant of the Restricted Stock Units does not constitute a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may remit foreign currency (including proceeds from the sale of Shares or the receipt of any dividends paid on such Shares) into or out of Taiwan up to US$5,000,000 per year without special permission. If the transaction amount is TWD500,000 or more in a single transaction, Participant must submit a Foreign Exchange Transaction Form to the remitting bank and provide supporting documentation to the satisfaction of the remitting bank.

THAILAND

Exchange Control Information. If Participant receives proceeds from the sale of Shares or cash dividends in relation to the Shares in excess of US$1,000,000 in a single transaction, Participant must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. Participant is also required to provide details of the transaction (*i.e.*, identification information and purpose of the transaction) to the receiving bank.

If Participant does not repatriate such funds and utilizes them offshore for permissible purposes (i.e., purposes not listed in the negative list prescribed by the Bank of Thailand), Participant must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

SCHEDULE A
DENMARK EMPLOYER STATEMENT

SÆRLIG MEDDELELSE TIL MEDARBEJDERE I DANMARK
ARBEJDSGIVERERKLÆRING

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret mv. i ansættelsesforhold ("Aktieoptionsloven") er medarbejderen ("Medarbejderen") berettiget til i en særskilt skriftlig erklæring at modtage følgende oplysninger vedrørende incitamentsordningen 2024 Omnibus Incentive Plan ("Planen") hos Nu Skin Enterprises, Inc. ("Selskabet").

Denne erklæring indeholder kun de oplysninger, der er nævnt i Aktieoptionsloven, mens de øvrige vilkår og betingelser for Medarbejderens tildeling af " Restricted Stock Units" er nærmere beskrevet i Planen, " Restricted Stock Unit Agreement" ("Aftalen") og det øvrige tildelingsmateriale, som er blevet udleveret. Begreber, der står med stort begyndelsesbogstav i denne Arbejdsgivererklæring, men som ikke er defineret heri, har samme betydning som de begreber, der er defineret i Planen eller Aftalen.

1. Tidspunkt for tildeling af den vederlagsfri ret til at modtage aktier mod opfyldelse af visse betingelser

Tidspunktet for tildelingen af "Restricted Stock Units" er den dato, hvor Bestyrelsens Vederlagsudvalg ("Udvalget") godkendte tildelingen.

2. Kriterier og betingelser for tildeling af retten til senere at modtage aktier

Kun Selskabets Medarbejdere, bestyrelsesmedlemmer og konsulenter kan deltage i Planen. Tildeling af " Restricted Stock Units" i henhold til Planen sker efter Selskabets eget skøn og har til formål at give Selskabet og dets datterselskaber mulighed for at tiltrække og fastholde udvalgte medarbejdere, som forventes at bidrage til Selskabets success og opnå langsigtede mål til gavn for Selskabets aktionærer. Medarbejderen har ikke nogen ret til eller noget krav på fremover at få tildelt " Restricted Stock Units".

3. Modningstidspunkt eller -periode

Dine "Restricted Stock Units" optjenes over et antal år som fastsat i Aftalen. Dine "Restricted Stock Units"r vil ved optjeningen blive konverteret til et tilsvarende antal ordinære aktier i Selskabet. Optjeningen kan accelerere under visse andre omstændigheder som beskrevet i Aftalen.

4. Udnyttelseskurs

Der betales ingen udnyttelseskurs ved modning af "Restricted Stock Units" eller udstedelse af aktier til Medarbejderen.

5. Medarbejderens retsstilling i forbindelse med fratræden

Såfremt du fratræder din stilling, vil dine "Restricted Stock Units" blive behandlet i overensstemmelse med ophørsbestemmelserne i Aftalen, der kan opsummeres til følgende: Undtagen i tilfælde af en "Change in Control" (som beskrevet i Aftalen) hvis dit ansættelsesforhold bringes til ophør, bortfalder dine ikke-optjente "Restricted Stock Units".

6. Økonomiske aspekter ved at deltage i Planen

Tildelingen af "Restricted Stock Units" har ingen umiddelbare økonomiske konsekvenser for Medarbejderen. Værdien af "Restricted Stock Units" indgår ikke i beregningen af feriepenge, pensionsbidrag eller andre lovpligtige, vederlagsafhængige ydelser.

Ordinære aktier er finansielle instrumenter. Den fremtidige værdi af de underliggende aktier i forbindelse med "Restricted Stock Units" kendes ikke og kan ikke forudsiges med sikkerhed.

Exhibit 10.10

NU SKIN ENTERPRISES, INC.
2024 OMNIBUS INCENTIVE PLAN
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

This Performance Restricted Stock Unit Agreement, Participant's award information (the "Award Summary"), which can be accessed on the Fidelity website (currently www.fidelity.com) or the website of such other stock plan administrator(s) that the Company may select in the future, and the Appendix for Participant's country contained in this agreement, if any, (collectively, this "Agreement") set forth the terms and conditions of the Performance Restricted Stock Units granted to Participant under the Nu Skin Enterprises, Inc. 2024 Omnibus Incentive Plan (the "Plan"). In the event of a conflict between (i) the terms and conditions of the Plan; and (ii) the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. Unless otherwise defined herein, the capitalized terms in this Agreement shall have the same defined meaning assigned to them in the Plan.

1. **Grant of Performance Restricted Stock Units.**

(a) **Grant of Performance Restricted Stock Units.** Effective as of the date of grant specified in the Award Summary (the "Grant Date"), the Company grants to Participant an award of [*]% of the number of Performance Restricted Stock Units specified in the Award Summary (*i.e.*, [*]% of the number of Performance Restricted Stock Units that would vest upon [Performance Vesting Provisions], as set forth in Schedule A below). Each Performance Restricted Stock Unit is a bookkeeping entry representing the Company's unfunded promise to deliver one Share on the terms provided herein and in the Plan.

(b) **Vesting of Performance Restricted Stock Units.** The Performance Restricted Stock Units shall be divided into tranches and vest as described in Schedule A below, except as otherwise provided in this Agreement, including pursuant to Section 1(c) and Section 4.

(c) **Termination of Continuous Service.**

(i) In the event Participant's Continuous Service (as defined in Section 1(g)(ii) below) is terminated for any reason prior to the full vesting of the Performance Restricted Stock Units, the Performance Restricted Stock Units granted hereunder shall be canceled to the extent they are not vested as of the termination of Participant's Continuous Service, as determined in accordance with Section 9(h) below, and Participant shall not have any right to receive any Shares subject to such unvested Performance Restricted Stock Units.

(ii) Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which Participant renders service to the Company or a Subsidiary as an Employee, Consultant, or Director, or a change in the entity for which Participant renders such service, provided that there is no interruption or termination of Participant's Continuous Service. For example, a change in status from an Employee of the Company to a Consultant of a Subsidiary or a Director will not constitute an interruption of Continuous Service. Subject to the requirements of applicable law, the Committee, in its sole discretion, shall determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by the Company or a Subsidiary, including sick leave, military leave or any other personal leave.

(d) **Settlement of Performance Restricted Stock Units.**

(i) Subject to the terms of the Plan and this Agreement, Performance Restricted Stock Units shall be settled in Shares, provided that Participant has satisfied any Tax-Related Items pursuant to Section 8 below.

(ii) Shares will be issued to Participant within 70 days following the vesting of each tranche of Performance Restricted Stock Units; provided, however, that if the Participant is a "United States person" as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended, (a "U.S. Taxpayer") holding Section 409A Change of Control Units, the Shares will be issued in accordance with the following schedule:

(A) If the termination event giving rise to the vesting acceleration occurs prior to the Change in Control and the Change in Control constitutes a "change in control event" (within the meaning of U.S. Treasury Regulation 1.409A-3(i)(5)(i)) (a "409A CIC"), the Shares will be issued on the date of the Change in Control, and if the Change in Control does not constitute a 409A CIC, the Shares will be issued on the date that is six months following the Participant's "separation from service" (within the meaning of Code Section 409A) (a "Separation from Service"); and

(B) If the termination event giving rise to the vesting acceleration occurs on or following the Change in Control and the Change in Control constitutes a 409A CIC, then the Shares will be issued within 30 days following the Participant's Separation from Service, and if the Change in Control is not a 409A CIC, then the Shares will be issued on the date that is six months following the Participant's Separation from Service.

(iii) Notwithstanding the foregoing, for purposes of complying with Code Section 409A, if the Participant is a U.S. Taxpayer holding Section 409A Change of Control Units, (A) the Company and the Participant shall take all steps necessary (including with regard to any post-termination services by the Participant) to ensure that a termination contemplated under Section 1(f) constitutes a Separation from Service; and (B) to the extent such Participant is a "specified employee" within the meaning of Code Section 409A, on the date the Participant experiences a Separation from Service, the Shares will be issued on the first business day of the seventh month following the Participant's Separation from Service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Code Section 409A.

(e) **Stockholder Rights.** Unless and until Shares are issued by the Company after the vesting of Performance Restricted Stock Units, Participant shall have none of the rights or privileges of a shareholder of the Company (including voting, dividend and liquidation rights) with respect to the Shares covered by the Performance Restricted Stock Units.

(f) **Change in Control.** Notwithstanding any provision in this Agreement to the contrary, if, within six months prior to and in connection with a Change in Control or within two years following such Change in Control, Participant's employment is terminated (i) by the Company and its Subsidiaries without Cause, or (ii) by Participant for Good Reason, the vesting of outstanding Performance Restricted Stock Units governed by this Agreement shall be accelerated such that the number of Performance Restricted Stock Units specified in the Award Summary (*i.e.*, the number of Performance Restricted Stock Units that would vest upon [Performance Vesting Provisions], as set forth in Schedule A) shall be deemed to be vested in full immediately prior to the termination of Participant's employment.

(g) **Defined Terms.** For purposes of this Agreement:

(i) "Cause" shall mean that Participant has engaged in any one of the following:

(A) a material breach by Participant of the Company's Employee Covenants Agreement, other employee covenants or any employment agreement, which breach is not cured within any applicable cure period set forth in the respective document;

(B) any willful violation by Participant of any material law or regulation applicable to the business of the Company or any of its Subsidiaries;

(C) Participant's conviction of, or a plea of guilty or nolo contendere to, a felony or any willful perpetration of common law fraud (or analogous violation of law in a jurisdiction outside the United States); or

(D) any other willful misconduct by Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or any of its Subsidiaries.

For purposes of the foregoing, in determining whether a "material breach" has occurred, or whether there has been a willful violation of a "material" law or regulation, the standard shall be a breach or violation that is, or will reasonably likely be, materially injurious to the financial condition or business reputation of, or is, or will reasonably likely be, otherwise materially injurious to, the Company or any of its Subsidiaries.

(ii) "Continuous Service" shall mean the uninterrupted provision of services to the Company or a Subsidiary, whether as an Employee, Director, or Consultant.

(iii) "Good Reason" shall mean the occurrence any of the following events that result in a material negative change to Participant:

(A) without Participant's consent, a material reduction in the scope of Participant's duties and responsibilities or the level of management to which Participant reports;

(B) without Participant's consent, a reduction in base salary (other than an across-the-board reduction of not more than 10% applicable to all similarly situated employees);

(C) without Participant's consent, a material reduction in Participant's benefits in the aggregate (in terms of benefit levels) from those provided to Participant under any employee benefit plan, program and practice in which Participant participates;

(D) without Participant's consent, a relocation of Participant's principal place of employment of more than 50 miles;

(E) the failure of the Company to have a successor entity specifically assume this Agreement or any employment agreement within 10 business days after a Change in Control; or

(F) a material breach by the Company or a successor entity of this Agreement or any employment agreement.

Notwithstanding the foregoing, Participant's employment shall not be deemed to have been terminated for Good Reason unless Participant provides written notice to the Company of the event or condition constituting Good Reason within 30 days of its initial occurrence, the Company does not cure such event or condition within 30 days after receiving such notice (the "Cure Period") and the Participant resigns within 30 days following the expiration of the Cure Period.

(iv) "Section 409A Change of Control Units" shall mean Performance Restricted Stock Units that are considered "non-qualified deferred compensation" subject to Section 409A of the Code and that vest in full as a result of the Participant's termination pursuant to Section 1(f).

2. **Securities Law Compliance.** Participant represents that Participant has received and carefully read a copy of the Prospectus for the Plan, together with the Company's most recent Annual Report to Stockholders. Participant hereby acknowledges that Participant is aware of the risks associated with the Shares and that there can be no assurance the price of the Shares will not decrease in the future. Participant hereby acknowledges that no representations or statements have been made to Participant concerning the value or potential value of the Shares. Participant acknowledges that Participant has relied only on information contained in the Prospectus and has received no representations, written or oral, from the Company or its employees, attorneys or agents, other than those contained in the Prospectus or this Agreement. Participant acknowledges that the Company has made no representations or recommendations, and is not providing any tax, legal or financial advice, regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

3. **Transfer Restrictions.** Participant shall not transfer, assign, sell, encumber, pledge, grant a security interest in or otherwise dispose of the Performance Restricted Stock Units subject to this Agreement in any manner other than by the laws of descent or distribution. Any such transfer, assignment, sale, encumbrance, pledge, security interest or disposition shall be void.

4. **Forfeiture.**

(a) If, at any time during Participant's Continuous Service or at any time during the 12-month period following termination of Participant's Continuous Service, Participant engages in conduct that constitutes Cause (as defined above), then at the election of the Committee, (i) this Agreement and all unvested Performance Restricted Stock Units granted hereunder shall terminate, and (ii) Participant shall return to the Company for cancellation all Shares held by Participant plus pay the Company the amount of any proceeds received from the sale of any Shares to the extent such Shares were issued pursuant to Performance Restricted Stock Units granted under this Agreement that vested (A) during the 12-month period immediately preceding the event that constituted Cause, or (B) on the date of or at any time after such Cause.

(b) If the Company is required to prepare an Accounting Restatement, as defined in the Nu Skin Enterprises, Inc. Executive Officer Incentive Compensation Recovery Policy (the "Recovery Policy," which is incorporated herein by reference), the Recovery Policy shall apply to the fullest extent required by applicable law, rule, regulation, or stock exchange rule or listing standard. In such case or in any other circumstances determined appropriate by the Committee, the Committee may (i) terminate any Performance Restricted Stock Units granted hereunder or (ii) require Participant to return any Shares received upon the vesting of, or reimburse the Company the amount of any payment or benefit received with respect to, any Performance Restricted Stock Units granted hereunder, to the extent that either (A) the Performance Restricted Stock Units would not have been earned or accrued after giving effect to the Accounting Restatement, as determined by the Committee or required by the Recovery Policy; or (B) the Company determines such actions are necessary to satisfy a recoupment requirement under the Recovery Policy.

(c) The forfeiture and recoupment provisions of this Section 4 shall be applied by the Committee, at its discretion, to the maximum extent permitted under applicable laws. Further, these provisions are in addition to, and not in lieu of, any recoupment requirements under the Sarbanes-Oxley Act or under other applicable laws, rules, regulations or stock exchange listing standards, and shall apply notwithstanding anything to the contrary in this Agreement or in the Plan.

(d) Participant expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the foregoing provisions of this Section 4 (as applicable to Participant) or applicable law without further consent or action being required by Participant. For purposes of the foregoing and as a condition to the grant, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to Fidelity (or any other stock plan service provider engaged by the Company to administer awards granted under the Plan) to re-convey, transfer or otherwise return any Shares held by Participant and/or other amounts to the Company.

5. **Governing Plan Document.** This Agreement incorporates by reference all of the terms and conditions of the Plan, as presently existing and as hereafter amended. Participant expressly acknowledges and agrees that the terms and provisions of this Agreement are subject in all respects to the provisions of the Plan. Participant also expressly:

(a) Acknowledges receipt of the Plan and represents that Participant is familiar with the provisions of the Plan, and that Participant enters into this Agreement subject to all of the provisions of the Plan;

(b) Recognizes that the Committee has been granted complete authority to administer the Plan in its sole discretion, and agrees to accept all decisions related to the Plan and all interpretations of the Plan made by the Committee as final and conclusive upon Participant and upon all persons at any time claiming any interest through Participant in the Performance Restricted Stock Units or the Shares subject to this Agreement; and

(c) Acknowledges and understands that the establishment of the Plan and the existence of this Agreement are not sufficient, in and of themselves, to exempt Participant from the requirements of Section 16(b) of the Exchange Act and any rules or regulations promulgated thereunder, and that Participant (to the extent Section 16(b) applies to Participant) shall not be exempt from such requirements pursuant to Rule 16b-3 unless and until Participant shall comply with all applicable requirements of Rule 16b-3, including without limitation, the possible requirement that Participant must not sell or otherwise dispose of any Shares acquired pursuant to Performance Restricted Stock Units unless and until a period of at least six months shall have elapsed between the Grant Date and the date upon which Participant desires to sell or otherwise dispose of such Shares.

6. **Representations and Warranties.** As a condition to the receipt of any Shares upon vesting of the Performance Restricted Stock Units, the Company may require Participant to make any representations and warranties to the Company that legal counsel to the Company may determine to be required or advisable under any applicable law or regulation, including without limitation, representations and warranties that the Shares are being acquired only for investment and without any present intention or view to sell or distribute any such Shares.

7. **Compliance With Law and Regulations.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Performance Restricted Stock Units prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

8. **Responsibility for Taxes.**

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant or deemed by the Company or the Employer in its discretion to be an appropriate charge to Participant even if legally applicable to the Company or the Employer ("Tax-Related Items"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer pursuant to Section 8(c). Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Performance Restricted Stock Units, the subsequent sale of any Shares acquired at settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items.

(c) Full payment of the Tax-Related Items shall be made by any of the following, or a combination thereof, at the election of the Participant, subject to the Committee's or Company's right to eliminate, prior to vesting, any of the following as permissible payment methods: (i) in cash or cash equivalents (including certified check, bank check or wire transfer of immediately available funds); (ii) by tendering previously acquired Shares (either actually or by attestation) valued at their then-Fair Market Value; (iii) by withholding Shares otherwise issuable in connection with the vesting of the Performance Restricted Stock Units; (iv) through same-day voluntary or involuntary (on Participant's behalf pursuant to this authorization) sales through a broker if permitted by the Company's Securities Trading Policy; (v) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer; or (vi) any combination of any of the foregoing. In the absence of Participant's timely election or in the event Section 16(b) applies to Participant, the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable. In the event that such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, Participant authorizes and directs the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the methods above.

(d) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable withholding rates in Participant's jurisdiction(s) (up to the rate that will not cause an adverse accounting consequence or cost, including pursuant to ASC Topic 718, as applicable). If the Company and/or the Employer withhold more than the amount necessary to satisfy the liability for Tax-Related Items, Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent Shares or, if not refunded, Participant may be able to seek a refund from the applicable tax authorities. If the Company and/or the Employer withhold less than the amount necessary to satisfy the liability for Tax-Related Items, Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Performance Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(e) Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

9. **Nature of Grant.** In accepting the Performance Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of Performance Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of Performance Restricted Stock Units, or benefits in lieu of Performance Restricted Stock Units even if Performance Restricted Stock Units have been awarded in the past;

(c) nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in the employment or service of the Employer, the Company or any Subsidiary or be interpreted as forming or amending an employment or services contract with the Employer, the Company or any Subsidiary and shall not interfere with or restrict any way the ability of the Employer, the Company or any Subsidiary, as applicable, to terminate Participant's employment or service relationship, if any;

(d) all decisions with respect to future grants of Performance Restricted Stock Units or other grants, if any, will be at the sole discretion of the Committee and/or Company;

(e) Participant's participation in the Plan is voluntary;

(f) the future value of the underlying Shares is unknown, indeterminable and unpredictable;

(g) unless otherwise agreed with the Company, the Performance Restricted Stock Units and the Shares subject to the Performance Restricted Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of any entity of the Company;

(h) in the event of the termination of Participant's Continuous Service (as defined above) (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), unless otherwise determined by the Company, Participant's right to vest in the Performance Restricted Stock Units under the Plan, if any, will terminate as of the date Participant is no longer providing Continuous Service and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when Participant is no longer providing Continuous Service for purposes of this Agreement, including whether Participant may still be considered to be providing Continuous Service while on a leave of absence;

(i) Performance Restricted Stock Units and the Shares subject to Performance Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(j) Performance Restricted Stock Units and the Shares subject to Performance Restricted Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;

(k) Performance Restricted Stock Units are an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company or to the Employer, and Performance Restricted Stock Units are outside of the scope of Participant's employment agreement, if any;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of Performance Restricted Stock Units resulting from termination of Participant's Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); and

(m) neither the Company, the Employer nor any Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of Performance Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Performance Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

10. **Data Privacy Notice and Consent.** ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data, as described in this Agreement and any other Performance Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Employer, the Company and Subsidiaries may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address, telephone number, date of birth, social security number, passport information, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Performance Restricted Stock Units or any other entitlement to Shares or other equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of Performance Restricted Stock Units may be deposited. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that the Company may not be able to grant Performance Restricted Stock Units or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

Upon request of the Company or the Employer, Participant agrees to provide an executed data privacy form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that he or she will not be able to participate in the Plan if Participant fails to provide any such consent or agreement as requested by the Company and/or the Employer.

11. **Miscellaneous Provisions.**

(a) **Notices**. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon (i) personal delivery, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, or if not, then on the next business day, or (iii) upon deposit in the sender's local mail, registered or certified, postage prepaid and, with respect to notice sent pursuant to clauses (ii) or (iii), properly addressed to the party entitled to such notice at the latest email or physical address on file or at such other address as such party may designate by ten days advance written notice under this Section 11(a) to all other parties to this Agreement.

(b) **Waiver.** The failure of the Company in any instance to exercise any rights under this Agreement, including the forfeiture rights under Section 4, shall not constitute a waiver of any other rights that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and Participant. Participant acknowledges that no waiver by the Company of any breach of any provision of this Agreement shall operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant, whether of like or different nature.

(c) **Imposition of Other Requirements & Participant Undertaking.** The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Performance Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out the foregoing or one or more of the obligations or restrictions imposed on either Participant or the Shares pursuant to the provisions of this Agreement.

(d) **Entire Contract.** This Agreement and the Plan constitute the entire understanding and agreement of the parties with respect to the subject matter contained herein. This Agreement is made pursuant to, and incorporates by reference, the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan.

(e) **Language.** Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, Participant acknowledges that he or she will seek appropriate assistance to understand the terms and conditions in this Agreement. Furthermore, if Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon Participant, Participant's permitted assigns and the legal representatives, heirs and legatees of Participant's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof. Participant may not assign this Agreement other than by the laws of descent and distribution.

(h) **Severability.** In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(i) **Governing Law and Choice of Venue.** The Performance Restricted Stock Units and the provisions of this Agreement shall be governed by, and subject to, the laws of the State of Utah, United States, without regard to the conflict of law provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this Agreement or this grant of Performance Restricted Stock Units, the parties hereby submit to and consent to the jurisdiction of the State of Utah, agree that such litigation shall be conducted in the courts of Utah County, Utah, or the federal courts of the United States for the District of Utah, where this grant is made and/or to be performed.

(j) **Appendix.** Notwithstanding any provisions in this Agreement, the Performance Restricted Stock Units shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Appendix, the terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

(k) **Insider Trading Restrictions/Market Abuse Laws.** Participant acknowledges that, depending on Participant's country, broker's country, or where Shares are listed, Participant may be subject to insider trading and/or market abuse laws which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to such shares (e.g., Performance Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "material nonpublic information" or "inside information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant places before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

(l) **Exchange Control Tax and Foreign Asset/Account Reporting Requirements**. Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect Participant's ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage, bank account or legal entity outside Participant's country. Participant may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant should consult his or her personal legal advisor for any details. Participant agrees to take any and all actions, and consents to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in Participant's country of residence (and country of employment, if different). Finally, Participant agrees to take any and all actions as may be required to comply with Participant's personal legal and tax obligations under local laws, rules and regulations in Participant's country of residence (and country of employment, if different).

(m) **Section 409A**. The Performance Restricted Stock Units and issuance of Shares thereunder are intended to comply with Code Section 409A and the U.S. Treasury Regulations relating thereto so as not to subject the Participant to the payment of additional taxes and interest under Code Section 409A or other adverse tax consequences. In furtherance of this intent, the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Committee may modify the terms of this Agreement, the Plan or both, without the consent of the Participant, in the manner that the Committee may determine to be necessary or advisable in order to comply with Code Section 409A or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Code Section 409A if compliance is not practical. This Section 11(m) does not create an obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Performance Restricted Stock Units or the delivery of Shares upon vesting/settlement of the Performance Restricted Stock Units will not be subject to taxes, interest and penalties or any other adverse tax consequences under Code Section 409A. Nothing in this Agreement shall provide a basis for any person to take any action against the Company or any of its Subsidiaries based on matters covered by Code Section 409A, including the tax treatment of any amounts paid under this Agreement, and neither the Company nor any of its Subsidiaries will have any liability under any circumstances to the Participant or any other party if the Performance Restricted Stock Units, the delivery of Shares upon vesting/settlement of the Performance Restricted Stock Units or other payment or tax event hereunder that is intended to be exempt from, or compliant with, Code Section 409A, is not so exempt or compliant or for any action taken by the Committee with respect thereto. Further, settlement of any portion of the Performance Restricted Stock Units that is Deferred Compensation may not be accelerated or postponed except to the extent permitted by Code Section 409A.

By electronically accepting this Agreement and participating in the Plan, Participant agrees to be bound by the terms and conditions in the Plan and this Agreement, including the Appendix. Within six months of the Grant Date, if Participant has not electronically accepted this Agreement on Fidelity's website, or the website of any other stock plan service provider appointed by the Company, and has not otherwise rejected the grant, then this award shall automatically be deemed accepted, and Participant shall be bound by the terms and conditions in the Plan and this Agreement, including the Appendix.

APPENDIX

FOR PARTICIPANTS OUTSIDE THE U.S.

NU SKIN ENTERPRISES, INC.
2024 OMNIBUS INCENTIVE PLAN
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, the capitalized terms in this Appendix shall have the same defined meaning assigned to them in the Plan and the Agreement.

This Appendix includes special country-specific terms and conditions that apply to Participants in the countries listed below. This Appendix is part of the Agreement. This Appendix also includes information of which Participant should be aware with respect to his or her participation in the Plan. For example, certain individual exchange control reporting requirements may apply upon vesting of the Performance Restricted Stock Units and/or sale of Shares. The information is based on the securities, exchange control and other laws in effect in the respective countries as of November 2023 and is provided for informational purposes. Such laws are often complex and change frequently, and results may be different based on the particular facts and circumstances. As a result, the Company recommends that Participant does not rely on the information noted herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time the Performance Restricted Stock Units vest or are settled, or Participant sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which he or she currently is residing and/or working, transfers employment after the Performance Restricted Stock Units are granted to him or her, or is considered a resident of another country for local law purposes, the terms and conditions and/or notifications contained herein may not be applicable to him or her, and the Company shall, in its discretion, determine to what extent such terms and conditions contained herein shall apply to him or her.

DATA PRIVACY PROVISIONS APPLICABLE TO GRANTEES IN THE EUROPEAN UNION/EUROPEAN ECONOMIC AREA

The following provision replaces Section 10 of the Agreement:

Data Collection and Usage. Pursuant to applicable data protection laws, Participant is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about Participant for the exclusive legitimate purpose of granting Performance Restricted Stock Units and implementing, administering and managing Participant's participation in the Plan. Specifics of the data processing are described below. For California residents, the categories of personal information, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes, or is capable of being associated with a particular individual. The personal information is not sold or shared for cross-context behavioral advertising. The Company's Global Privacy Notice is available at https://www.nuskin.com/content/global-privacy.html.

Controller, EU Representative and DPO. The Company is the controller responsible for the processing of Participant's personal data in connection with the Plan. The Company's representative in the European Union is NSE Products Europe BV, Da Vincilaan 9, 1930 Zaventem, Belgium, telephone number +32 2 722 70 00. Participant can reach the data protection officer ("DPO") of the Company at +1 (801) 345-1000, 75 West Center Street, Provo, Utah 84601.

Personal Data Subject to Processing. The Company collects, processes and uses the following types of personal data about Participant: Participant's name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Performance Restricted Stock Units or any other entitlement to Shares awarded, canceled, settled, vested, unvested or outstanding in Participant's favor, which the Company receives from Participant or the Employer, as well as Participant's hire date, term date, term reason code, status, and Company's Division ("Personal Data").

Purposes and Legal Bases of Processing. The Company processes the Personal Data for the purpose of granting Performance Restricted Stock Units, implementing, administering and managing Participant's participation in the Plan. The legal basis for the processing of the Personal Data by the Company and the third-party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Personal Data to Fidelity Stock Plan Services, LLC and its affiliated companies (collectively, "Fidelity"), an independent stock plan administrator with operations, relevant to the Company, in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select different service providers and may share Personal Data with such service providers. As a data controller, the Company's stock plan administrator will open an account for Participant to receive and trade Shares. Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan. Participant's Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating Participant's participation in the Plan. Participant understands that Participant may request a list with the names and addresses of any potential recipients of Personal Data by contacting Participant's local human resources representative.

International Data Transfers. The Company and its service providers, including, without limitation, Fidelity, operate, relevant to the Company, in the United States, which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. Participant understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that Participant's Personal Data may not have an equivalent level of protection as compared to Participant's country of residence.

The legal basis for the processing of the Personal Data by the Company and the third-party service providers is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Data Retention. The Company will use the Personal Data only as long as necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy tax, legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. To the extent provided by law, Participant has the right to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, or (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements. In addition, Participant has, to the extent provided by law, the right to (iv) request the Company to restrict the processing of Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Personal Data that Participant has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with Participant and is carried out by automated means. In case of concerns, Participant also has the right to (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding Participant's rights, raise any other questions regarding the practices described in this Agreement or to exercise his or her rights, Participant should contact his or her local human resources representative.

Contractual Requirement. Participant's provision of Personal Data and its processing as described above is required for the performance of the Company's obligations pursuant to the Plan and a condition to Participant's ability to participate in the Plan. Participant understands that, as a consequence of Participant's refusing to provide Personal Data, the Company may not be able to allow Participant to participate in the Plan, grant Performance Restricted Stock Units to Participant or administer or maintain such Performance Restricted Stock Units. However, Participant's participation in the Plan and his or her acceptance of this Agreement are purely voluntary. While Participant will not receive Performance Restricted Stock Units if he or she decides against participating in the Plan or providing Personal Data as described above, Participant's career and salary will not be affected in any way. For more information on the consequences of the refusal to provide Personal Data, Participant may contact his or her local human resources representative.

AUSTRALIA

Nature of Plan. The Plan and the Agreement is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in the Act).

Securities Law Information. The offer of the Performance Restricted Stock Units is being made under Division 1A Part 7.12 of the Corporations Act 2001 (Cth). If Participant offers Shares acquired under the Plan for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participant should obtain legal advice on any disclosure obligations prior to making any such offer.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on Participant's behalf.

BELGIUM

Foreign Asset/Account Reporting Information. Participant is required to report any securities (*e.g.*, Shares acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgian residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption. Participant should consult a personal tax advisor with respect to the applicable reporting obligations.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (*i.e.*, December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Participant should consult with a personal tax or financial advisor for additional details on Participant's obligations with respect to the annual securities account tax.

CANADA

Performance Restricted Stock Units Only Payable in Shares. Notwithstanding any discretion in the Plan, the Performance Restricted Stock Units will be settled in Shares only. The grant of Performance Restricted Stock Units does not provide any right for Participant to receive a cash payment.

Securities Law Information. Participant acknowledges and agrees that he or she will sell Shares acquired through participation in the Plan only outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States.

Foreign Asset/Account Reporting Information. Participant is required to report any specified foreign property (including Shares) annually on Form T1135 (Foreign Income Verification Statement) if the total cost of Participant's specified foreign property exceeds C$100,000 at any time during the year. The form must be filed by April 30th of the following year. Specified foreign property includes Shares acquired under the Plan and may include Performance Restricted Stock Units. The Performance Restricted Stock Units must be reported–generally at a nil cost–if the C$100,000 cost threshold is exceeded because of other foreign property Participant holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at vesting for Performance Restricted Stock Units, but if Participant owns other shares, this ACB may have to be averaged with the ACB of the other shares. It is Participant's responsibility to comply with applicable reporting obligations.

The following provisions apply if Participant is resident in Quebec:

Data Privacy. Participant hereby authorizes the Company, the Employer and their representatives, including any broker(s) designated by the Company to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and its Subsidiaries to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and its Subsidiaries to record such information and to keep such information in the his or her employee file. Participant acknowledges and agree that Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, Participant also acknowledges and authorizes the Company, the Company's Subsidiaries, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Translation. Participant understands that they are entitled to receive the Agreement, the Plan and potentially other documents related to the Performance Restricted Stock Units translated into French, and if so requested, the Company will use its best efforts to provide the French translation as expediently as possible. If Participant does not request a French translation, it is understood that Participant prefers to receive the documents related to the Plan in the English language and agree that the English documents govern the Performance Restricted Stock Units.

Traduction. Participant comprend qu'il a le droit de recevoir l'accord, le plan et potentiellement d'autres documents liés aux unités d'actions restreintes traduits en français, et si cela est demandé, la Société fera de son mieux pour fournir la traduction française aussi rapidement que possible. Si Participant ne demande pas de traduction en français, il est entendu qu'il préfère recevoir les documents relatifs au Plan en langue anglaise et accepte que les documents en anglais régissent les Unités d'actions restreintes.

CHINA

The following provisions apply only to Participants who are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("SAFE"), as determined by the Company in its sole discretion:

Settlement of Performance Restricted Stock Units. This provision supplements Section 1.4 of the Agreement:

The Performance Restricted Stock Units will only vest if and when the Company has completed the registration of the Plan with SAFE and provided such registration remains effective. If the Company is unable to complete the registration or maintain the registration, the settlement of the Performance Restricted Stock Units may be delayed. Shares issued to Participant under the Plan must be maintained in an account with Fidelity or such other broker as may be designated by the Company until the Shares are sold through that broker. Due to local regulatory requirements, Participant agrees that the Company may force the sale of any Shares obtained at vesting. The sale may occur immediately upon vesting or within any other time frame as the Company determines to be necessary or advisable for legal or administrative reasons.

Furthermore, due to regulatory requirements, Participant acknowledges and agrees that Participant must sell any Shares issued to Participant upon vesting of the Performance Restricted Stock Units as soon as practicable following the termination of Participant's Continuous Service and in no event later than six months following the termination of Participant's Continuous Service, or within any other such time frame as may be required by SAFE. Participant agrees that if Participant continues to hold any of such Shares after this time, the Shares will be sold by the Company's designated broker on Participant's behalf at the instruction of the Company. Therefore, by accepting the Performance Restricted Stock Units, Participant understands and agrees that the Company is authorized to, and may in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares (on Participant's behalf pursuant to this authorization) and that Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the proceeds, less any Tax-Related Items and brokerage fees or commissions will be remitted to Participant pursuant to the procedures described in the "Exchange Control Information" section below.

Exchange Control Information. Participant understands and agrees that, to facilitate compliance with exchange control requirements, Participant will be required to immediately repatriate to China the cash proceeds from the sale of the Shares issued upon the vesting of the Performance Restricted Stock Units. Participant further understands that, under local law, such repatriation of the cash proceeds will be effectuated through a special exchange control account established by the Company or its Subsidiary in China, and Participant hereby consents and agrees that the proceeds from the sale of Shares acquired under the Plan may be transferred to such special account prior to being delivered to Participant. The Company may deliver the proceeds to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant understands that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are converted to local currency, there may be delays in delivering the proceeds to Participant. Participant agrees to bear the risk of any currency fluctuation between the time the Shares are sold, either through voluntary sale or through a mandatory sale arranged by the Company, or proceeds are otherwise realized under the Plan and the time such proceeds are distributed to Participant through the special exchange control account.

Participant further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

DENMARK

Danish Stock Option Act. Participant acknowledges that they have received an Employer Statement in Danish which sets forth additional terms of the Performance Restricted Stock Units, to the extent that the Danish Stock Option Act applies to the Performance Restricted Stock Units.

Foreign Asset/Account Reporting Information. Danish residents who establish an account holding Shares or an account holding cash outside Denmark must report the account to the Danish Tax Administration as part of their annual tax return under the section related to foreign affairs and income. The form which should be used in this respect can be obtained from a local bank. Participant should consult with Participant's personal advisor(s) regarding any personal foreign asset/foreign account tax obligations Participant may have in connection with Participant's participation in the Plan.

GERMANY

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). If Participant makes or receives a payment that exceeds €12,500 (including if Participant acquires Shares with a value in excess of this amount under the Plan or sell Shares via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax-Related Items, Participant must report the payment and/or the value of the Shares withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (*Allgemeine Meldeportal Statistik*) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Shares must notify their local tax office if the acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) Participant owns at least 1% of the Company and the value of the Shares acquired exceeds €150,000, or (ii) Participant holds Shares exceeding 10% of the total capital of the Company.

HONG KONG

Performance Restricted Stock Units Only Payable in Shares. Notwithstanding any discretion in the Plan, the Performance Restricted Stock Units will be settled in Shares only. The grant of Performance Restricted Stock Units does not provide any right for Participant to receive a cash payment.

Restriction on Sale of Shares. Shares received under the Plan are accepted as a personal investment. Should any portion of the Performance Restricted Stock Units vest within six months of the Grant Date, Participant agrees that Participant will not dispose of the Shares acquired at vesting prior to the six-month anniversary of the Grant Date.

Securities Law Information. ***Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Participant is advised to exercise caution in relation to the offer. If Participant is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, Participant should obtain independent professional advice. The Performance Restricted Stock Units and any Shares issued pursuant to the grant do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Performance Restricted Stock Units and any related documentation are intended only for the personal use of each eligible employee of the Company and may not be distributed to any other person.***

HUNGARY

There are no country-specific provisions.

INDONESIA

Language Consent and Notification. A translation of the documents related to this grant into Bahasa Indonesia can be provided to Participant upon request to hroperations@nuskin.com. By accepting the grant, Participant (i) confirms having read and understood the documents relating to this grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Language Consent and Notification. Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada hroperations@nuskin.com. Dengan menerima hibah, anda (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

Exchange Control Information. If Participant remits proceeds from the sale of Shares or the receipt of any dividends paid on such Shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, Participant must complete a "Transfer Report Form." The Transfer Report Form should be provided to Participant by the bank through which the transaction is made.

In addition, Participant must provide the Bank of Indonesia with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the 15th day of the month following the month in which the activity occurred.

Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.

JAPAN

Exchange Control Information. If Participant acquires Shares valued at more than ¥100,000,000 in a single transaction, Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares. Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

Foreign Asset/Account Reporting Information. Participant will be required to report details of any assets (including any Shares acquired under the Plan) held outside of Japan as of December 31st of each year, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th of the following year. Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to Participant and whether Participant will be required to report details of any outstanding Performance Restricted Stock Units or Shares held by Participant in the report.

KOREA

Exchange Control Information. Korean residents may need to file a report with a Korean foreign exchange bank if the Korean resident sells Shares acquired under the Plan and/or receives cash dividends in excess of a certain threshold (currently US$5,000) (per transaction) and deposits the proceeds into a non-Korean bank account. The reporting is not required if proceeds are deposited into a non-Korean brokerage account. Participant is responsible for complying with any applicable exchange control reporting obligations in Korea and should consult with a personal legal advisor to determine their personal reporting obligations.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. Participant should consult with Participant's personal advisor(s) regarding any personal foreign asset/foreign account tax obligations Participant may have in connection with Participant's participation in the Plan.

MALAYSIA

Director Notification Information. If Participant is a director of a Malaysian Subsidiary, Participant is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when Participant receives an interest (*e.g.*, Performance Restricted Stock Units) in the Company or any related companies. In addition, Participant must notify the Malaysian Subsidiary when Participant sells Shares of the Company or any related company (including when Participant sells Shares acquired under the Plan). These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any related company.

Data Privacy Notice and Consent. This provision replaces in its entirety Section 10 of the Agreement:

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data, as described in this Agreement and any other Performance Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Employer, the Company and Subsidiaries may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Performance Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data"). The Data is supplied by the Employer and also by me through information collected in connection with the Agreement and the Plan.

Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan bahan-bahan geran Unit Saham Terbatas yang lain oleh dan di antara, seperti yang berkenaan, Majikan, Syarikat dan Anak-anak Syarikat untuk tujuan yang eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta di dalam Pelan.

Peserta memahami bahawa Majikan, Syarikat and Anak-anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, tarikh lahir, nombor insurans sosial atau nombor pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa Syer atau jawatan pengarah yang dipegang dalam Syarikat, butir-butir semua Unit Saham Terbatas, atau apa-apa hak lain atas Syer yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta, untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut ("Data"). Data tersebut dibekalkan oleh Majikan dan juga oleh saya berkenaan dengan Perjanjian dan Pelan.

Participant understands that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative at +60-03-2170-7700. Participant authorizes the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of Performance Restricted Stock Units may be deposited. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative.

Peserta memahami bahawa Data ini akan dipindahkan kepada Fidelity, atau mana-mana pembekal perkhidmatan pelan saham lain sebagaimana yang dipilih oleh Syarikat pada masa depan, yang membantu Syarikat dengan pelaksanaan, pentadbiran dan pengurusan Pelan. Peserta memahami bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau mana-mana tempat lain, dan bahawa negara penerima-penerima (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama-nama dan alamat-alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan peserta di +60-03-2170-7700. Peserta memberi kuasa kepada Syarikat, Fidelity dan mana-mana penerima-penerima kemungkinan lain yang mungkin akan membantu Syarikat (pada masa sekarang atau pada masa depan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, bagi tujuan-tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta di dalam Pelan, termasuk segala pemindahan Data tersebut sebagaimana yang dikehendaki kepada broker, egen eskrow atau pihak ketiga dengan siapa Saham diterima semasa peletakhakan Unit Saham Terbatas mungkin didepositkan. Peserta memahami bahawa Data hanya akan disimpan selagi ia adalah diperlukan untuk melaksanakan, mentadbir, dan menguruskan penyertaan peserta dalam Pelan.

Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company may not be able to grant Participant Performance Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

Peserta memahami bahawa sekiranya peserta menetap di luar Amerika Syarikat, peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan. Selanjutnya, Peserta memahami bahawa peserta memberikan persetujuan di sini secara sukarela semata-mata. Sekiranya Peserta tidak bersetuju, atau sekiranya Peserta kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat buruk sekiranya Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Syarikat tidak akan dapat memberikan Unit Saham Terbatas atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah-anugerah tersebut kepada Peserta. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan peserta boleh menjejaskan keupayaan Peserta untuk mengambil bahagian dalam Pelan. Untuk maklumat lebih lanjut mengenai akibat-akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan.

NETHERLANDS

There are no country-specific provisions.

PHILIPPINES

Securities Law Information. This offering is subject to exemption from the requirements of securities registration with the Philippines Securities and Exchange Commission, under Section 10.1(k) of the Philippine Securities Regulation Code.

THE SECURITIES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE. ANY FURTHER OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

For further information on risk factors impacting the Company's business that may affect the value of the Shares, Participant may refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's website at http://ir.nuskin.com. In addition, Participant may receive, free of charge, a copy of the Company's Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to the Company's stockholders by contacting Investor Relations Department at 75 West Center Street, Provo, Utah 84601.

Participant acknowledges he or she is permitted to dispose or sell Shares acquired under the Plan provided the offer and resale of such shares takes place outside the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

Sale Restriction. Participant agrees that any Shares acquired pursuant to the Performance Restricted Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such offer or sale is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Securities Law Information. The grant of the Performance Restricted Stock Units is made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA and is not made to Participant with a view of the Performance Restricted Stock Units being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore and hence, statutory liability under the SFA in relation to the content of prospectuses will not apply. Participant should note that the Award is subject to section 257 of the SFA and Participant will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made (a) more than six months after the Grant Date or (b) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA (Chapter 289, 2006 Ed.) or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Director Notification Requirement. Directors, associate directors and shadow directors of a Singapore Subsidiary are subject to certain notification requirements under the Singapore Companies Act. The directors, associate directors and shadow directors must notify the Singapore Subsidiary in writing of an interest (*e.g.*, Performance Restricted Stock Units, Shares, etc.) in the Company or any related companies within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.,* when the Shares are sold), or (iii) becoming a director, associate director or shadow director.

TAIWAN

Data Privacy Consent. Participant hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in Section 10 of the Agreement and by participating in the Plan, Participant agrees to such terms. In this regard, upon request of the Company or the Employer, Participant agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in Participant's country, either now or in the future. Participant understands he or she will not be able to participate in the Plan if Participant fails to execute any such consent or agreement.

Securities Law Information. The Performance Restricted Stock Units and the Shares to be issued pursuant to the Plan are available only to employees of the Company and its Subsidiaries. The grant of the Performance Restricted Stock Units does not constitute a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may remit foreign currency (including proceeds from the sale of Shares or the receipt of any dividends paid on such Shares) into or out of Taiwan up to US$5,000,000 per year without special permission. If the transaction amount is TWD500,000 or more in a single transaction, Participant must submit a Foreign Exchange Transaction Form to the remitting bank and provide supporting documentation to the satisfaction of the remitting bank.

THAILAND

Exchange Control Information. If Participant receives proceeds from the sale of Shares or cash dividends in relation to the Shares in excess of US$1,000,000 in a single transaction, Participant must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. Participant is also required to provide details of the transaction (*i.e.*, identification information and purpose of the transaction) to the receiving bank.

If Participant does not repatriate such funds and utilizes them offshore for permissible purposes (*i.e.*, purposes not listed in the negative list prescribed by the Bank of Thailand), Participant must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

Participant should consult with Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations Participant may have in connection with Participant's participation in the Plan.

SCHEDULE A

The Performance Restricted Stock Units shall be divided into [*] tranches. The percentage of each respective tranche that shall vest shall be determined as described below. Such percentage of each tranche shall vest on [*].

[Performance Vesting Provisions]

SCHEDULE B
DENMARK EMPLOYER STATEMENT

SÆRLIG MEDDELELSE TIL MEDARBEJDERE I DANMARK

ARBEJDSGIVERERKLÆRING

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret mv. i ansættelsesforhold ("Aktieoptionsloven") er medarbejderen ("Medarbejderen") berettiget til i en særskilt skriftlig erklæring at modtage følgende oplysninger vedrørende incitamentsordningen 2024 Omnibus Incentive Plan ("Planen") hos Nu Skin Enterprises, Inc. ("Selskabet").

Denne erklæring indeholder kun de oplysninger, der er nævnt i Aktieoptionsloven, mens de øvrige vilkår og betingelser for Medarbejderens tildeling af " Performance Restricted Stock Units" er nærmere beskrevet i Planen, "Performance Restricted Stock Unit Agreement" ("Aftalen") og det øvrige tildelingsmateriale, som er blevet udleveret. Begreber, der står med stort begyndelsesbogstav i denne Arbejdsgivererklæring, men som ikke er defineret heri, har samme betydning som de begreber, der er defineret i Planen eller Aftalen.

1. Tidspunkt for tildeling af den vederlagsfri ret til at modtage aktier mod opfyldelse af visse betingelser

Tidspunktet for tildelingen af "Performance Restricted Stock Units" er den dato, hvor Bestyrelsens Vederlagsudvalg ("Udvalget") godkendte tildelingen.

2. Kriterier og betingelser for tildeling af retten til senere at modtage aktier

Kun Selskabets Medarbejdere, bestyrelsesmedlemmer og konsulenter kan deltage i Planen. Tildeling af " Performance Restricted Stock Units" i henhold til Planen sker efter Selskabets eget skøn og har til formål at give Selskabet og dets datterselskaber mulighed for at tiltrække og fastholde udvalgte medarbejdere, som forventes at bidrage til Selskabets success og opnå langsigtede mål til gavn for Selskabets aktionærer. Medarbejderen har ikke nogen ret til eller noget krav på fremover at få tildelt "Performance Restricted Stock Units".

3. Modningstidspunkt eller -periode

Dine "Performance Restricted Stock Units" optjenes over et antal år som fastsat i Aftalen. Dine "Performance Restricted Stock Units"r vil ved optjeningen blive konverteret til et tilsvarende antal ordinære aktier i Selskabet. Optjeningen kan accelerere under visse andre omstændigheder som beskrevet i Aftalen.

4. Udnyttelseskurs

Der betales ingen udnyttelseskurs ved modning af "Performance Restricted Stock Units" eller udstedelse af aktier til Medarbejderen.

5. Medarbejderens retsstilling i forbindelse med fratræden

Såfremt du fratræder din stilling, vil dine "Performance Restricted Stock Units" blive behandlet i overensstemmelse med ophørsbestemmelserne i Aftalen, der kan opsummeres til følgende: Undtagen i tilfælde af en "Change in Control" (som beskrevet i Aftalen) hvis dit ansættelsesforhold bringes til ophør, bortfalder dine ikke-optjente "Performance Restricted Stock Units".

6. Økonomiske aspekter ved at deltage i Planen

Tildelingen af "Performance Restricted Stock Units" har ingen umiddelbare økonomiske konsekvenser for Medarbejderen. Værdien af "Performance Restricted Stock Units" indgår ikke i beregningen af feriepenge, pensionsbidrag eller andre lovpligtige, vederlagsafhængige ydelser.

Ordinære aktier er finansielle instrumenter. Den fremtidige værdi af de underliggende aktier i forbindelse med "Performance Restricted Stock Units" kendes ikke og kan ikke forudsiges med sikkerhed.

Exhibit 10.11

NU SKIN ENTERPRISES, INC.
2024 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement, Participant's award information (the "Award Summary"), which can be accessed on the Fidelity website (currently www.fidelity.com) or the website of any other stock plan administrator selected by the Company in the future, and the Appendix for Participant's country contained in this agreement, if any, (collectively, this "Agreement") set forth the terms and conditions of the Restricted Stock Units granted to Participant under the Nu Skin Enterprises, Inc. 2024 Omnibus Incentive Plan (the "Plan"). In the event of a conflict between (i) the terms and conditions of the Plan; and (ii) the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. Unless otherwise defined herein, the capitalized terms in this Agreement shall have the same defined meaning assigned to them in the Plan.

1. Grant of Restricted Stock Units.

1.1 Grant of Restricted Stock Units. Effective as of the date of grant specified in the Award Summary (the "Grant Date"), the Company grants to Participant an award of the number of Restricted Stock Units as set forth in the Award Summary. Each Restricted Stock Unit is a bookkeeping entry representing the Company's unfunded promise to deliver one Share on the terms provided herein and in the Plan.

1.2 Vesting of Restricted Stock Units. The Restricted Stock Units shall vest in full on the earlier of (a) the one-year anniversary of the Grant Date; and (b) the date of the Company's next annual stockholder meeting following the Grant Date if such annual meeting is at least 50 weeks after the immediately preceding year's annual meeting (the "Vesting Date"), except as otherwise provided in this Agreement, including pursuant to Sections 1.3 and 4.

1.3 Termination of Continuous Service. In the event Participant's Continuous Service (as defined below) is terminated for any reason prior to the full vesting of the Restricted Stock Units, the Restricted Stock Units granted hereunder shall terminate to the extent they are not vested as of the termination of Participant's Continuous Service, as determined in accordance with Section 9(g) below, and Participant shall not have any right to receive any Shares subject to such unvested Restricted Stock Units.

For purposes of this Agreement:

"Continuous Service" means that Participant's service with the Company or a Subsidiary, whether as an Employee, Director, or Consultant, is not interrupted or terminated. Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which Participant renders service to the Company or a Subsidiary as an Employee, Consultant, or Director, or a change in the entity for which Participant renders such service, provided that there is no interruption or termination of Participant's Continuous Service. For example, a change in status from an Employee of the Company to a Consultant of a Subsidiary or a Director will not constitute an interruption of Continuous Service. Subject to the requirements of applicable law, the Committee, in its sole discretion, shall determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by the Company or a Subsidiary, including sick leave, military leave or any other personal leave.

1.4 Settlement of Restricted Stock Units. Subject to the terms of the Plan and this Agreement, Restricted Stock Units shall be settled in Shares, provided that Participant has satisfied any Tax-Related Items pursuant to Section 8 below. Shares will be issued to Participant within a reasonable time following each Vesting Date, but in no event shall the Shares be issued more than 70 days from the end of the calendar year that includes the applicable Vesting Date.

1.5 Stockholder Rights. Unless and until Shares are issued by the Company after the Vesting Date, Participant shall have none of the rights or privileges of a shareholder of the Company (including voting, dividend and liquidation rights) with respect to the Shares covered by the Restricted Stock Units.

2. Securities Law Compliance. Participant represents that Participant has received and carefully read a copy of the Prospectus for the Plan, together with the Company's most recent Annual Report to Stockholders. Participant hereby acknowledges that Participant is aware of the risks associated with the Shares and that there can be no assurance the price of the Shares will not decrease in the future. Participant hereby acknowledges that no representations or statements have been made to Participant concerning the value or potential value of the Shares. Participant acknowledges that Participant has relied only on information contained in the Prospectus and has received no representations, written or oral, from the Company or its employees, attorneys or agents, other than those contained in the Prospectus or this Agreement. Participant acknowledges that the Company has made no representations or recommendations, and is not providing any tax, legal or financial advice, regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

3. Transfer Restrictions. Participant shall not transfer, assign, sell, encumber, pledge, grant a security interest in or otherwise dispose of the Restricted Stock Units subject to this Agreement in any manner other than by the laws of descent or distribution. Any such transfer, assignment, sale, encumbrance, pledge, security interest or disposition shall be void.

4. Forfeiture. If, at any time during Participant's Continuous Service or at any time during the 12-month period following termination of Participant's Continuous Service, a Forfeiture Event (as defined below) occurs, then at the election of the Committee, (a) this Agreement and all unvested Restricted Stock Units granted hereunder shall terminate, and (b) Participant shall return to the Company for cancellation all Shares held by Participant plus pay the Company the amount of any proceeds received from the sale of any Shares, to the extent such Shares were issued pursuant to Restricted Stock Units granted under this Agreement that vested (i) during the 12-month period immediately preceding the Forfeiture Event, or (ii) on the date of or at any time after such Forfeiture Event.

"Forfeiture Event" means the following:

(a) an act of fraud or intentional misrepresentation related to Participant's services;

(b) disclosure or use of confidential information in a manner detrimental to the Company;

(c) competing with the Company; or

(d) any other willful misconduct by Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company. The Committee, in its sole discretion, may waive at any time in writing this forfeiture provision and release Participant from liability hereunder.

The forfeiture provisions of this Section 4 shall be applied by the Committee, at its discretion, to the maximum extent permitted under applicable laws. Further, these provisions are in addition to, and not in lieu of, any recoupment requirements under the Sarbanes-Oxley Act or under other applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or Section 10D of the U.S. Securities Exchange Act of 1934, as amended, and shall apply notwithstanding anything to the contrary in this Agreement or in the Plan.

Additionally, if Participant is or becomes subject to the Nu Skin Enterprises, Inc. Executive Officer Incentive Compensation Recovery Policy (the "Recovery Policy"), Participant agrees that any Restricted Stock Units granted hereunder may be terminated, any Shares held by Participant shall be returned to the Company, and any proceeds from the sale of such Shares shall be paid by Participant to the Company, to the extent the Company determines such actions are necessary to satisfy a recoupment requirement under the Recovery Policy.

Participant expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the foregoing provisions of this Section 4 (as applicable to Participant) or applicable law without further consent or action being required by Participant. For purposes of the foregoing and as a condition to the grant, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to Fidelity (or any other stock plan service provider engaged by the Company to administer awards granted under the Plan) to re-convey, transfer or otherwise return any Shares held by Participant and/or other amounts to the Company.

5. Governing Plan Document. This Agreement incorporates by reference all of the terms and conditions of the Plan, as presently existing and as hereafter amended. Participant expressly acknowledges and agrees that the terms and provisions of this Agreement are subject in all respects to the provisions of the Plan. Participant also expressly:

(a) Acknowledges receipt of the Plan and represents that Participant is familiar with the provisions of the Plan, and that Participant enters into this Agreement subject to all of the provisions of the Plan;

(b) Recognizes that the Committee has been granted complete authority to administer the Plan in its sole discretion, and agrees to accept all decisions related to the Plan and all interpretations of the Plan made by the Committee as final and conclusive upon Participant and upon all persons at any time claiming any interest through Participant in the Restricted Stock Units or the Shares subject to this Agreement; and

(c) Acknowledges and understands that the establishment of the Plan and the existence of this Agreement are not sufficient, in and of themselves, to exempt Participant from the requirements of Section 16(b) of the Exchange Act and any rules or regulations promulgated thereunder, and that Participant (to the extent Section 16(b) applies to Participant) shall not be exempt from such requirements pursuant to Rule 16b-3 unless and until Participant shall comply with all applicable requirements of Rule 16b-3, including without limitation, the possible requirement that Participant must not sell or otherwise dispose of any Shares acquired pursuant to Restricted Stock Units unless and until a period of at least six months shall have elapsed between the Grant Date and the date upon which Participant desires to sell or otherwise dispose of such Shares.

6. Representations and Warranties. As a condition to the receipt of any Shares upon vesting of the Restricted Stock Units, the Company may require Participant to make any representations and warranties to the Company that legal counsel to the Company may determine to be required or advisable under any applicable law or regulation, including without limitation, representations and warranties that the Shares are being acquired only for investment and without any present intention or view to sell or distribute any such Shares.

7. Compliance With Law and Regulations. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Restricted Stock Units prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

8. Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant or deemed by the Company in its discretion to be an appropriate charge to Participant even if legally applicable to the Company ("Tax-Related Items"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company. Participant further acknowledges that the Company (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of any Shares acquired at settlement and the receipt of any dividends; and (b) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items.

Under current tax law, Participant is treated as an "independent contractor" for tax purposes, and as such, Participant is responsible to pay his or her Tax-Related Items without involvement by the Company. However, to the extent it becomes necessary or appropriate for the Company to assist in the collection of Participant's Tax-Related Items, full payment of the Tax-Related Items shall be made by any of the following, or a combination thereof, subject to the Committee's or Company's right to eliminate, prior to vesting, any of the following as permissible payment methods: (i) in cash or cash equivalents (including certified check, bank check or wire transfer of immediately available funds); (ii) by tendering previously acquired Shares (either actually or by attestation) valued at their then-Fair Market Value; (iii) by withholding Shares otherwise issuable in connection with the vesting of the RSUs; (iv) through same-day voluntary or involuntary (on Participant's behalf pursuant to this authorization) sales through a broker if permitted by the Company's Securities Trading Policy; (v) withholding from Participant's wages or other cash compensation paid to Participant by the Company; or (vi) any combination of any of the foregoing. In the absence of Participant's timely election or in the event Section 16(b) applies to Participant and withholding of Tax-Related items is necessary, the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable. In the event that such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, Participant authorizes and directs the Company or its agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the methods above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable withholding rates in Participant's jurisdiction(s) (up to the rate that will not cause an adverse accounting consequence or cost, including pursuant to ASC Topic 718, as applicable). If the Company withholds more than the amount necessary to satisfy the liability for Tax-Related Items, Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent Shares, or if not refunded, Participant may be able to seek a refund from the applicable tax authorities. If the Company withholds less than the amount necessary to satisfy the liability for Tax-Related Items, Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

Participant agrees to pay to the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

9. Nature of Grant. In accepting the Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been awarded in the past;

(c) nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in the service of the Company as a member of the Board of Directors of the Company or in any other capacity;

(d) all decisions with respect to future grants of Restricted Stock Units or other grants, if any, will be at the sole discretion of the Committee and/or Company;

(e) Participant's participation in the Plan is voluntary;

(f) the future value of the underlying Shares is unknown, indeterminable and unpredictable;

(g) in the event of the termination of Participant's Continuous Service (as defined above) (for any reason whatsoever, whether or not later to be found invalid), unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of the date Participant's Continuous Service terminated, as determined by the Committee in its sole discretion;

(h) Restricted Stock Units and the Shares subject to Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(i) Restricted Stock Units and the Shares subject to Restricted Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;

(j) Restricted Stock Units are an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of Restricted Stock Units resulting from termination of Participant's Continuous Service (for any reason whatsoever, whether or not later found to be invalid); and

(*l*) neither the Company nor any of its Subsidiaries shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

10. Data Privacy Notice and Consent. ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data, as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Company and any Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Company and any Subsidiaries may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address, telephone number, date of birth, social security number, passport information, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares or other equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company. Participant authorizes the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of Restricted Stock Units may be deposited. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status or service with the Company will not be affected; the only consequence of refusing or withdrawing Participant's consent is that the Company may not be able to grant Restricted Stock Units or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, Participant understands that he or she may contact the Company.

Upon request of the Company, Participant agrees to provide an executed data privacy form (or any other agreements or consents) that the Company may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that he or she will not be able to participate in the Plan if Participant fails to provide any such consent or agreement as requested by the Company.

11. Miscellaneous Provisions.

11.1 Notices. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the sender's local mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice at the latest address on file or at such other address as such party may designate by ten days advance written notice under this Section to all other parties to this Agreement.

11.2 Waiver. The failure of the Company in any instance to exercise any rights under this Agreement, including the forfeiture rights under Section 4, shall not constitute a waiver of any other rights that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and Participant. Participant acknowledges that no waiver by the Company of any breach of any provision of this Agreement shall operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant, whether of like or different nature.

11.3 Imposition of Other Requirements & Participant Undertaking. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out the foregoing or one or more of the obligations or restrictions imposed on either Participant or the Shares pursuant to the provisions of this Agreement.

11.4 Entire Contract. This Agreement and the Plan constitute the entire understanding and agreement of the parties with respect to the subject matter contained herein. This Agreement is made pursuant to, and incorporates by reference, the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan.

11.5 Language. Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, Participant acknowledges that he or she will seek appropriate assistance to understand the terms and conditions in this Agreement. Furthermore, if Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

11.6 Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

11.7 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon Participant, Participant's permitted assigns and the legal representatives, heirs and legatees of Participant's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof. Participant may not assign this Agreement other than by the laws of descent and distribution.

11.8 Severability. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

11.9 Governing Law and Choice of Venue. The Restricted Stock Units and the provisions of this Agreement shall be governed by, and subject to, the laws of the State of Utah, United States, without regard to the conflict of law provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this Agreement or this grant of Restricted Stock Units, the parties hereby submit to and consent to the jurisdiction of the State of Utah, agree that such litigation shall be conducted in the courts of Utah County, Utah, or the federal courts of the United States for the District of Utah, where this grant is made and/or to be performed.

11.10 Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Appendix, the terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

11.11 Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on Participant's country, broker's country, or where Shares are listed, Participant may be subject to insider trading and/or market abuse laws which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to such shares (e.g., Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "material nonpublic information" or "inside information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant places before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include employees of the Company. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

11.12 Exchange Control Tax and Foreign Asset/Account Reporting Requirements. Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect Participant's ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage, bank account or legal entity outside Participant's country. Participant may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant should consult his or her personal legal advisor for any details. Participant agrees to take any and all actions, and consents to any and all actions taken by the Company as may be required to allow the Company to comply with local laws, rules and regulations in Participant's country of residence (and country of employment, if different). Finally, Participant agrees to take any and all actions as may be required to comply with Participant's personal legal and tax obligations under local laws, rules and regulations in Participant's country of residence (and country of employment, if different).

11.13 Section 409A. The Restricted Stock Units and issuance of Shares thereunder are intended to comply with Code Section 409A and the U.S. Treasury Regulations relating thereto so as not to subject the Participant to the payment of additional taxes and interest under Code Section 409A or other adverse tax consequences. In furtherance of this intent, the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Committee may modify the terms of this Agreement, the Plan or both, without the consent of the Participant, in the manner that the Committee may determine to be necessary or advisable in order to comply with Code Section 409A or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Code Section 409A if compliance is not practical. This Section 11.13 does not create an obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Restricted Stock Units or the delivery of Shares upon vesting/settlement of the Restricted Stock Units will not be subject to taxes, interest and penalties or any other adverse tax consequences under Code Section 409A. Nothing in this Agreement shall provide a basis for any person to take any action against the Company or any of its Subsidiaries based on matters covered by Code Section 409A, including the tax treatment of any amounts paid under this Agreement, and neither the Company nor any of its Subsidiaries will have any liability under any circumstances to the Participant or any other party if the Restricted Stock Units, the delivery of Shares upon vesting/settlement of the Restricted Stock Units or other payment or tax event hereunder that is intended to be exempt from, or compliant with, Code Section 409A, is not so exempt or compliant or for any action taken by the Committee with respect thereto. Further, settlement of any portion of the Restricted Stock Units that is Deferred Compensation may not be accelerated or postponed except to the extent permitted by Code Section 409A.

By electronically accepting this Agreement and participating in the Plan, Participant agrees to be bound by the terms and conditions in the Plan and this Agreement, including the Appendix. Within six months of the Grant Date, if Participant has not electronically accepted this Agreement on Fidelity's website, or the website of any other stock plan service provider appointed by the Company, and has not otherwise rejected the grant, then this award shall automatically be deemed accepted, and Participant shall be bound by the terms and conditions in the Plan and this Agreement, including the Appendix.

APPENDIX

FOR PARTICIPANTS OUTSIDE THE U.S.

NU SKIN ENTERPRISES, INC.

2024 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, the capitalized terms in this Appendix shall have the same defined meaning assigned to them in the Plan and the Agreement.

This Appendix includes special country-specific terms and conditions that apply to Participants in the countries listed below. This Appendix is part of the Agreement. This Appendix also includes information of which Participant should be aware with respect to his or her participation in the Plan. For example, certain individual exchange control reporting requirements may apply upon vesting of the Restricted Stock Units and/or sale of Shares. The information is based on the securities, exchange control and other laws in effect in the respective countries as of November 2023 and is provided for informational purposes. Such laws are often complex and change frequently, and results may be different based on the particular facts and circumstances. As a result, the Company recommends that Participant does not rely on the information noted herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time the Restricted Stock Units vest or are settled, or Participant sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which he or she currently is residing and/or providing services, transfers after the Restricted Stock Units are granted to him or her, or is considered a resident of another country for local law purposes, the terms and conditions and/or notifications contained herein may not be applicable to him or her, and the Company shall, in its discretion, determine to what extent such terms and conditions contained herein shall apply to him or her.

DATA PRIVACY PROVISIONS APPLICABLE TO GRANTEES IN THE EUROPEAN UNION/EUROPEAN ECONOMIC AREA

The following provision replaces Section 10 of the Agreement:

Data Collection and Usage. Pursuant to applicable data protection laws, Participant is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about Participant for the exclusive legitimate purpose of granting Restricted Stock Units and implementing, administering and managing Participant's participation in the Plan. Specifics of the data processing are described below. For California residents, the categories of personal information, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes, or is capable of being associated with a particular individual. The personal information is not sold or shared for cross-context behavioral advertising. The Company's Global Privacy Notice is available at https://www.nuskin.com/content/global-privacy.html.

Controller, EU Representative and DPO. The Company is the controller responsible for the processing of Participant's personal data in connection with the Plan. The Company's representative in the European Union is NSE Products Europe BV, Da Vincilaan 9, 1930 Zaventem, Belgium, telephone number +32 2 722 70 00. Participant can reach the data protection officer ("DPO") of the Company at +1 (801) 345-1000, 75 West Center Street, Provo, Utah 84601.

Personal Data Subject to Processing. The Company collects, processes and uses the following types of personal data about Participant: Participant's name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, settled, vested, unvested or outstanding in Participant's favor, which the Company receives from Participant, as well as Participant's hire date, term date, term reason code, status, and Company's Division ("Personal Data").

Purposes and Legal Bases of Processing. The Company processes the Personal Data for the purpose of granting Restricted Stock Units, implementing, administering and managing Participant's participation in the Plan. The legal basis for the processing of the Personal Data by the Company and the third-party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Personal Data to Fidelity Stock Plan Services, LLC and its affiliated companies (collectively, "Fidelity"), an independent stock plan administrator with operations, relevant to the Company, in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select different service providers and may share Personal Data with such service providers. As a data controller, the Company's stock plan administrator will open an account for Participant to receive and trade Shares. Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan. Participant's Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating Participant's participation in the Plan. Participant understands that Participant may request a list with the names and addresses of any potential recipients of Personal Data by contacting Participant's local human resources representative.

International Data Transfers. The Company and its service providers, including, without limitation, Fidelity, operate, relevant to the Company, in the United States, which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. Participant understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that Participant's Personal Data may not have an equivalent level of protection as compared to Participant's country of residence.

The legal basis for the processing of the Personal Data by the Company and the third-party service providers is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and generally administering employee equity awards.

Data Retention. The Company will use the Personal Data only as long as necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy tax, legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. To the extent provided by law, Participant has the right to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, or (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements. In addition, Participant has, to the extent provided by law, the right to (iv) request the Company to restrict the processing of Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Personal Data that Participant has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with Participant and is carried out by automated means. In case of concerns, Participant also has the right to (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding Participant's rights, raise any other questions regarding the practices described in this Agreement or to exercise his or her rights, Participant should contact his or her local human resources representative.

Contractual Requirement. Participant's provision of Personal Data and its processing as described above is required for the performance of the Company's obligations pursuant to the Plan and a condition to Participant's ability to participate in the Plan. Participant understands that, as a consequence of Participant's refusing to provide Personal Data, the Company may not be able to allow Participant to participate in the Plan, grant Restricted Stock Units to Participant or administer or maintain such Restricted Stock Units. However, Participant's participation in the Plan and his or her acceptance of this Agreement are purely voluntary. While Participant will not receive Restricted Stock Units if he or she decides against participating in the Plan or providing Personal Data as described above, Participant's career and salary will not be affected in any way. For more information on the consequences of the refusal to provide Personal Data, Participant may contact his or her local human resources representative.

CHINA

The following provisions apply only to Participants who are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("SAFE"), as determined by the Company in its sole discretion:

Settlement of Restricted Stock Units. This provision supplements Section 1.4 of the Agreement:

The Restricted Stock Units will only vest if and when the Company has completed the registration of the Plan with SAFE and provided such registration remains effective. If the Company is unable to complete the registration or maintain the registration, the settlement of the Restricted Stock Units may be delayed. Shares issued to Participant under the Plan must be maintained in an account with Fidelity or such other broker as may be designated by the Company until the Shares are sold through that broker. Due to local regulatory requirements, Participant agrees that the Company may force the sale of any Shares obtained at vesting. The sale may occur immediately upon vesting or within any other time frame as the Company determines to be necessary or advisable for legal or administrative reasons.

Furthermore, due to regulatory requirements, Participant acknowledges and agrees that Participant must sell any Shares issued to Participant upon vesting of the Restricted Stock Units as soon as practicable following the termination of Participant's Continuous Service and in no event later than six months following the termination of Participant's Continuous Service, or within any other such time frame as may be required by SAFE. Participant agrees that if Participant continues to hold any of such Shares after this time, the Shares will be sold by the Company's designated broker on Participant's behalf at the instruction of the Company. Therefore, by accepting the Restricted Stock Units, Participant understands and agrees that the Company is authorized to, and may in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares (on Participant's behalf pursuant to this authorization) and that Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the proceeds, less any Tax-Related Items and brokerage fees or commissions will be remitted to Participant pursuant to the procedures described in the "Exchange Control Information" section below.

Exchange Control Information. Participant understands and agrees that, to facilitate compliance with exchange control requirements, Participant will be required to immediately repatriate to China the cash proceeds from the sale of the Shares issued upon the vesting of the Restricted Stock Units. Participant further understands that, under local law, such repatriation of the cash proceeds will be effectuated through a special exchange control account established by the Company or its Subsidiary in China, and Participant hereby consents and agrees that the proceeds from the sale of Shares acquired under the Plan may be transferred to such special account prior to being delivered to Participant. The Company may deliver the proceeds to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant understands that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are converted to local currency, there may be delays in delivering the proceeds to Participant. Participant agrees to bear the risk of any currency fluctuation between the time the Shares are sold, either through voluntary sale or through a mandatory sale arranged by the Company, or proceeds are otherwise realized under the Plan and the time such proceeds are distributed to Participant through the special exchange control account.

Participant further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

HONG KONG

Restricted Stock Units Only Payable in Shares. Notwithstanding any discretion in the Plan, the Restricted Stock Units will be settled in Shares only. The grant of Restricted Stock Units does not provide any right for Participant to receive a cash payment.

Restriction on Sale of Shares. Shares received under the Plan are accepted as a personal investment. Should any portion of the Restricted Stock Units vest within six months of the Grant Date, Participant agrees that Participant will not dispose of the Shares acquired at vesting prior to the six-month anniversary of the Grant Date.

Securities Law Information. ***Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Participant is advised to exercise caution in relation to the offer. If Participant is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, Participant should obtain independent professional advice. The Restricted Stock Units and any Shares issued pursuant to the grant do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Restricted Stock Units and any related documentation are intended only for the personal use of each eligible employee of the Company and may not be distributed to any other person.***

Exhibit 10.16

NU SKIN ENTERPRISES, INC.

EXECUTIVE SEVERANCE POLICY

Amended and Restated Effective as of January 4, 2023

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NU SKIN ENTERPRISES, INC.
EXECUTIVE SEVERANCE POLICY

This Nu Skin Enterprises, Inc. Executive Severance Policy ("Policy") has been adopted by the Executive Compensation Committee ("Committee") of the Board of Directors of the Company to apply to selected Executives of the Company. Eligible Executives will be eligible for coverage under the Policy for the payment of severance benefits upon termination of employment under certain circumstances, subject to the conditions set forth below. This Policy shall be effective as of the Effective Date as provided herein.

This Policy supersedes any prior plan, policy, agreement or practice involving the payment of severance benefits to eligible Executives. While the Policy is in effect, any severance benefits provided to an eligible Executive must be paid pursuant to this Policy or pursuant to another express written agreement between Company and the eligible Executive entered into after the effective date of this Policy.

Section 1. Definitions.

As used herein, the following terms shall have the following respective meanings:

1.1 "Accrued Rights" shall have the meaning given in Section 3.3 hereof.

1.2 "Affiliate" shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with Nu Skin Enterprises, Inc.

1.3 "Annual Target Bonus" means the aggregate Bonuses that Executive is eligible to earn for the incentive period(s) in the fiscal year in which Executive's Date of Termination occurs, assuming attainment of such corporate targets at the "target level" (100% performance level) and disregarding any individual performance targets and regardless of whether any such Bonus has already been paid, as shall be established by the Committee for such fiscal year. For the avoidance of doubt, the Annual Target Bonus shall be determined assuming satisfaction of the aforementioned corporate targets, irrespective of whether such targets are actually achieved and whether any Bonus for a period in the fiscal year has already been paid.

1.4 "Bonus" means the cash incentive bonuses payable to Executive under the Third Amended and Restated Nu Skin Enterprises, Inc. 2010 Omnibus Incentive Plan (as may be amended from time to time), or such other or successor bonus program in which Executive participates from time to time.

1.5 "Base Salary" means the annual base salary in effect for the payroll period during which Executive's employment is terminated. Bonuses, incentive pay and any taxable or nontaxable fringe benefits or payments are not included in the calculation of Base Salary. Base Salary shall be determined before any deferrals to any qualified or nonqualified plans of the Company and before any reduction in salary that would constitute Good Reason.

1.6 "Cause" means, subject to the conditions below, that Executive has engaged in any one of the following: (i) a material breach of this Policy, including but not limited to a breach of Section 8 of this Policy, or the Company's Employee Covenants Agreement attached hereto as Exhibit B; (ii) any willful violation by Executive of any material law or regulation applicable to the business of the Company or any of its Affiliates; (iii) Executive's conviction of, or a plea of guilty or nolo contendere to, a felony or any willful perpetration of common law fraud; or (iv) any other willful misconduct by Executive that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or any of its Affiliates. For purposes of the foregoing, in determining whether a "material breach" has occurred, or whether there has been a willful violation of a "material" law or regulation, the standard shall be a breach or violation that is, or will reasonably likely be, materially injurious to the financial condition or business reputation of, or is, or will reasonably likely be, otherwise materially injurious to, the Company or any of its Affiliates, as determined by the Committee in its sole discretion.

1.7 "Change in Control" means the consummation of any of the following transactions effecting a change in ownership or control of the Company:

(i) During any 24-month period, individuals who, as of the beginning of such period, constitute the Board of Directors of the Company (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board of Directors of the Company, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board of Directors of the Company (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board of Directors of the Company shall be deemed to be an Incumbent Director;

(ii) Any "person" (as such term is defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board of Directors of the Company ("Company Voting Securities"); provided, however, that the event described in this paragraph (ii) shall not be deemed to be a Change in Control by virtue of any of the following acquisitions: (A) by the Company or any subsidiary, (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, (D) pursuant to a Non-Qualifying Transaction, as defined in paragraph (iii), or (E) by any person of Company Voting Securities from the Company, if a majority of the Incumbent Directors approves in advance the acquisition of beneficial ownership of 50% or more of Company Voting Securities by such person;

(iii) The consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or any of its subsidiaries that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the corporation resulting from such Business Combination (the "Surviving Corporation"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 90% of the voting securities eligible to elect directors of the Surviving Corporation (the "Parent Corporation"), is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Corporation or the Parent Corporation), is or becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors at the time of the Board of Directors of the Company's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) above shall be deemed to be a "Non-Qualifying Transaction"); or

(iv) The stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or the consummation of a sale of all or substantially all of the Company's assets.

1.8 "Company" means Nu Skin Enterprises, Inc., a Delaware corporation.

1.9 "Code" means the Internal Revenue Code of 1986, as amended.

1.10 "Committee" means the Compensation and Human Capital Committee of the Board of Directors of the Company.

1.11 "Date of Termination" means the effective date of the relevant Executive's termination.

1.12 "Disability" means a physical or mental impairment which, the Committee determines, after consideration and implementation of reasonable accommodations, precludes the Executive from performing Executive's essential job functions for a period longer than 3 consecutive months or a total of 120 days in any 12-month period.

1.13 "Effective Date" means, with respect to this amendment and restatement of the Policy, January 4, 2023, or such later date as determined by the Committee with respect to an Executive. The original Effective Date of the Policy was March 8, 2018.

1.14 "Executive" means the executive employees of the Company who are eligible to participate in the Policy as set forth in Schedule A to this Policy, as it may be amended from time to time. Schedule A may be amended at any time to add additional executive employees or to remove executive employees from eligibility to participate in this Policy as Executives.

1.15 "Good Reason" means Executive's voluntary resignation for any of the following events that result in a material negative change to Executive: (i) without Executive's consent, a material reduction in the scope of Executive's duties and responsibilities or the level of management to which Executive reports; (ii) without Executive's consent, a reduction in Base Salary (other than an across-the-board reduction of not more than 10% applicable to all senior executive officers); (iii) without Executive's consent, a material reduction in Executive's benefits in the aggregate (in terms of benefit levels, other than an across-the-board reduction) from those provided to Executive under any employee benefit plan, program and practice in which only the Executives (and no other employees of the Company) participate, provided that such material reduction occurs within six months immediately prior to or following the consummation of a Change in Control; (iv) without Executive's consent, a relocation of Executive's principal place of employment of more than 50 miles, (v) a material breach of any provision of this Policy by the Company, or (vi) the failure of the Company to have a successor entity specifically assume this Policy within 10 business days after the Change in Control. Notwithstanding the foregoing, Good Reason shall only be found to exist if Executive, not later than 90 days after the initial occurrence of an event deemed to give rise to a right to terminate for Good Reason, has provided 30 days written notice to the Company prior to Executive's resignation indicating and describing the event resulting in such Good Reason, and the Company does not cure such event (other than the event in clause (vi), which shall not be subject to cure) within 90 days following the receipt of such notice from Executive.

1.16 "Policy" means this Nu Skin Enterprises, Inc. Executive Severance Policy.

1.17 "Pro Rata Earned Bonus" means the pro-rata portion of the Executive's earned bonus, if any, for each outstanding bonus cycle as of the date on which termination of employment occurs, based upon attainment of such corporate targets, and disregarding any individual performance targets, as shall be established by the Committee for such bonus cycle (determined by multiplying the amount of the actual earned bonus that would be payable for the bonus cycle by a fraction, the numerator of which is the number of days during the bonus cycle that the Executive is employed by the Company and the denominator of which is the full number of days in the bonus cycle); provided, however, Executive shall not be entitled to a Pro Rata Earned Bonus for an annual bonus cycle if Executive's termination date is earlier than March 31 of the year of termination.

1.18 "Termination" and "Terminate(s)," whether capitalized or not in this Policy, describes when an Executive is no longer employed by, and has no outstanding offer of employment (including an offer that Executive has received and rejected) from, the Company or any Affiliate. In addition, the following shall not be treated as a termination that entitles Executive to rights and benefits under this Policy: (i) an Executive's termination of employment in connection with any merger, acquisition, sale or other disposition of the stock or assets of the Company or an Affiliate, if such Executive is offered or provided a position with a successor entity (including either the purchaser or any subsidiary or affiliate of the purchaser); or (ii) any instance where an Executive is employed by the Company or an Affiliate and either (A) such entity ceases to be an Affiliate in connection with any merger, acquisition, sale or other disposition of such entity, or (B) substantially all of such entity's assets are sold. For the avoidance of doubt, this paragraph is not intended to override Executive's "Good Reason" rights under this Policy; if Executive would otherwise have Good Reason to terminate his or her employment as a result of the occurrence of any event described in (i) or (ii) above, Executive may still qualify for a "termination for Good Reason" under this Policy.

Section 2. Term of Policy.

The term of this Policy shall begin on the Effective Date and shall continue in effect until modified or terminated by the Company pursuant to Section 13 hereof.

Section 3. Termination by Company without Cause or by Executive for Good Reason.

If the Company terminates Executive's employment during the term of the Policy without Cause, or if Executive terminates his or her employment during the term of the Policy for Good Reason, then, subject to Sections 7 and 8 below, Executive shall be entitled to the following rights and benefits under this Section 3:

3.1 Lump Sum Payment. Executive shall be entitled to either the lump sum payment described in Section 3.1(i) or the lump sum payment described in Section 3.2(ii).

(i) Termination without Cause or for Good Reason in Connection with Change in Control.

In the event that the Company terminates the employment of Executive during the term of the Policy without Cause or Executive terminates his or her employment during the term of the Policy for Good Reason, and the applicable Date of Termination occurs (A) within six months prior to and in connection with a Change in Control (as determined by the Committee), or (B) within two years following such Change in Control, then the Company will pay Executive a lump sum payment equal to the product of: (I) the sum of (A) Executive's Base Salary as of the Date of Termination plus (B) the Annual Target Bonus; and (II) the Multiplier specified in Schedule A.

The lump sum amount described above in this Section 3.1(i) shall be paid in a lump sum payment within 30 days of the Date of Termination, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs. In addition, the Company shall pay Executive the Pro Rata Earned Bonus. The Pro Rata Earned Bonus shall be paid to Executive at the same time as bonuses are paid to other executive officers of the Company for each outstanding bonus period that is considered part of the Pro Rata Earned Bonus, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs.

(ii) Other Termination without Cause or for Good Reason.

If the Company terminates Executive's employment during the term of the Policy without Cause, or if Executive terminates his or her employment during the term of the Policy for Good Reason, and Executive is not eligible for payment pursuant to Section 3.1(i), then the Company will pay Executive a lump sum payment equal to the product of: (A) Executive's Base Salary as of the Date of Termination and (B) the Multiplier specified in Schedule A.

The lump sum payment described above in this Section 3.1(ii) shall be paid in a lump sum payment within 30 days after the Date of Termination, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs. In addition, the Company shall pay Executive the Pro Rata Earned Bonus. The Pro Rata Earned Bonus shall be paid to Executive at the same time as bonuses are paid to other executive officers of the Company for each outstanding bonus period that is considered part of the Pro Rata Earned Bonus, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs.

For the avoidance of doubt, Executive shall not be eligible for payment pursuant to this Section 3.1(ii) if Executive is eligible for payment pursuant to Section 3.1(i).

3.2 COBRA Payment. Executive shall be eligible for continuation of coverage for Executive and Executive's eligible dependents under the Company's group health plan(s) as required under COBRA, at Executive's sole expense at the applicable COBRA rate for such plan(s), subject to the following: the Company shall pay to Executive a lump sum payment equal to the aggregate employer and employee cost of 12 months of health care continuation coverage under the Company's medical, dental, prescription drug and vision care group health plans as in effect from time to time. The lump sum payment contemplated under this Section 3.2 shall be paid to Executive as soon as administratively practicable following the Date of Termination, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs.

3.3 Accrued Rights. As soon as administratively practicable following the Date of Termination, or as otherwise provided below, the Company will pay or provide Executive with (i) all accrued but unpaid base salary through the Date of Termination, (ii) any previously awarded but unpaid Bonus for a completed bonus cycle prior to the Date of Termination, payable at the time such Bonuses regularly are paid, (iii) any unreimbursed business expenses that are reimbursable under the Company's business expense policy, (iv) all rights and benefits under the employee benefit plans of the Company in which Executive is then participating, payable at the times set forth in such plans, and (v) any other payments as may be required under applicable law (collectively, the "Accrued Rights").

3.4 Treatment of Equity Awards. The vesting and exercise of any equity awards that may be held by Executive as of the Date of Termination shall be determined in accordance with the applicable equity incentive plan and grant documentation for that Executive.

3.5 No Additional Rights. Except as provided in this Section 3, Executive's participation under any benefit plan, program, policy or arrangement sponsored or maintained by the Company shall cease and be terminated on the Date of Termination. Without limiting the generality of the foregoing, Executive's eligibility for and active participation in any tax qualified retirement or pension plans maintained by the Company will end as of the Date of Termination and Executive will earn no additional benefits under those plans after that date. Executive shall be treated as a terminated employee for purposes of all such benefit plans and programs effective as of the Date of Termination, and shall receive all payments and benefits due under such plans and programs in accordance with the terms and conditions thereof.

Section 4. Termination by Reason of Death or Disability.

In the event that the employment of Executive is terminated during the term of the Policy by reason of Executive's death or Disability, then, subject to Sections 7 and 8 below, Executive shall be entitled to the following rights and benefits under this Section 4:

4.1 Salary Continuation (Disability Only). In the event that the employment of Executive is terminated during the term of the Policy by reason of Executive's Disability, the Company will pay Executive salary continuation at an annual rate equal to Executive's then-current Base Salary until the earlier of (i) the date Executive is eligible for disability payments under the Company's group disability policies (as determined by the Company) or (ii) 90 days following the Date of Termination by reason of Disability. Salary continuation under this Section 4.1 shall be paid in equal bi-monthly installments in accordance with the Company's customary payroll practices.

4.2 Bonus. The Company will pay the Pro Rata Earned Bonus, which shall be paid on the date that Bonuses are normally paid, but in no event earlier than the date the Separation and Release Agreement described in Section 7 becomes effective, or later than March 15th of the year following the year in which the Date of Termination occurs.

4.3 Accrued Rights. As soon as administratively practicable following the Date of Termination, the Company will pay or provide Executive with the Accrued Rights.

4.4 Treatment of Equity Awards. The vesting and exercise of any equity awards that may be held by Executive as of the Date of Termination shall be determined in accordance with the applicable equity incentive plan and grant documentation for that Executive.

Section 5. Termination by the Company for Cause.

The Company may terminate Executive's employment for any reason and at any time, with or without Cause. In the event that the Company terminates the employment of Executive during the term of the Policy for Cause, the Company will pay or provide Executive with the Accrued Rights and no other benefits.

Section 6. Voluntary Termination without Good Reason; Retirement.

Executive shall not be entitled to any payments or benefits under this Policy (other than Accrued Rights) by reason of Executive's voluntary termination of employment from the Company without Good Reason. This Policy shall have no effect on the rights and benefits to which an Executive may be entitled upon retirement under (without limitation) any retirement or savings plan of the Company, nor under any of the Company's equity incentive or cash incentive plans (including applicable award agreements), non-qualified deferred compensation plans, key employee death plans, and other health and miscellaneous benefit plans, each of which shall be governed exclusively by the terms of such plans and agreements, as applicable.

Section 7. Separation and Release Agreement.

To the extent permitted under applicable law, as a condition precedent to receiving any payments and benefits as provided under this Policy, Executive must execute a general release of claims (the "Separation and Release Agreement"), substantially in the form attached as Exhibit A hereto, and such Separation and Release Agreement must become irrevocable, by the 60th day following the Date of Termination. If Executive fails to execute and deliver the Separation and Release Agreement, or revokes the Separation and Release Agreement, Executive shall not be entitled to receive any payments or benefits described herein (other than Accrued Rights). For purposes of this Policy, the Separation and Release Agreement shall be considered to have been executed by Executive if it is signed by Executive's legal representative in the case of legal incompetence or on behalf of Executive's estate in the case of Executive's death.

Section 8. Restrictive Covenants.

8.1 Employee Covenants Agreement. In consideration of, and as a condition of, Executive's continued employment by the Company and the additional rights and benefits provided to Executive by this Policy, Executive will agree to and execute the Employee Covenants Agreement substantially in the form attached as Exhibit B hereto and such other forms that the Committee may approve from time to time.

8.2 Transfer of Duties. Upon termination of employment, Executive must cooperate with the orderly transfer of his or her duties as requested by the Company.

8.3 Return of Property. Upon termination of employment, Executive must return all Company property by a date specified by the Company.

Section 9. Compliance with Section 409A.

9.1 Notwithstanding any other provision of this Policy to the contrary, the parties agree that this Policy is intended to comply with or be exempt from Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Section 409A"), and all provisions of this Policy shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company and Executive intend that, to the maximum extent possible, any amounts paid pursuant to this Policy shall qualify as a short-term deferral pursuant to Section 409A or as separation pay exempt from Section 409A. In no event will the Company or its affiliates be liable for any additional tax, interest or penalties that may be imposed on Executive under Section 409A or any damages for failing to comply with Section 409A.

9.2 Notwithstanding any other provision of this Policy to the contrary, to the extent that any payment under this Policy constitutes "nonqualified deferred compensation" under Section 409A, the following shall apply to the extent Section 409A is applicable to such payment:

(i) Any payable that is triggered upon the Executive's termination of employment shall be paid only if such termination of employment constitutes a "separation from service" under Section 409A.

(ii) All in-kind benefits, expenses or other reimbursements paid pursuant to this Policy that are taxable income to Executive shall be paid no later than the end of the calendar year next following the calendar year in which Executive incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (a) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (b) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (c) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred.

(iii) In the event that Executive is deemed on the date of termination to be a "specified employee" as defined in Section 409A, then with regard to any payment or the provision of any benefit that is subject to Section 409A and is payable on account of a separation from service (as defined in Section 409A), such payment or benefit shall be delayed until the earlier of (a) the first business day of the seventh calendar month following such termination of employment, or (b) Executive's death. Any payments delayed by reason of the prior sentence shall be paid in a single lump sum, without interest thereon, on the date indicated by the previous sentence and any remaining payments due under this Policy shall be paid as otherwise provided herein.

9.3 For purposes of Section 409A, Executive's right to receive any installment payments under this Policy (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

9.4 To the extent required to avoid the imposition of additional taxes and penalties under Section 409A, amounts payable under this Policy on termination of employment will not be paid until Executive experiences a separation from service within the meaning of Section 409A as specified above.

9.5 Notwithstanding any provision of this Policy to the contrary, in no event shall the timing of Executive's execution of the Separation and Release Agreement, directly or indirectly, result in Executive designating the calendar year of payment, and if a payment pursuant to this Policy that is subject to execution of the Separation and Release Agreement could be made in more than one taxable year, based on timing of the execution of the Separation and Release Agreement, payment shall be made in the later taxable year.

Section 10. Withholding Taxes.

All compensation payable pursuant to this Policy shall be subject to all applicable federal, state and local tax withholding.

Section 11. Parachute Payments.

Notwithstanding anything in this Policy to the contrary, in the event the Company determines that any payment or distribution in the nature of compensation (within the meaning of Code Section 280G(b)(2)) to or for the benefit of Executive, whether paid or payable pursuant to this Policy or otherwise would be subject to the excise tax imposed by Code Section 4999, then Executive shall be entitled to receive (i) the greatest amount so that no portion the payments shall be an excess parachute payment (the "Limited Amount"), or (ii) if the amount of payments otherwise paid or provided (without regard to clause (i)) reduced by all taxes applicable thereto (including, for the avoidance of doubt, the excise tax imposed by Code Section 4999) would be greater than the Limited Amount reduced by all taxes applicable thereto, then the amount of payments shall be the amount otherwise payable. Any reductions described in the preceding sentence shall be done in the manner that is least economically disadvantageous to Executive. Where the decision to cut back between two amounts is economically equivalent, but the amounts are payable at different times, the amounts will be reduced on a pro rata basis.

Section 12. Administration.

The Committee is responsible for the administration of this Policy and shall have all powers and duties necessary to fulfill its responsibilities. The Committee shall have full power and discretion to interpret the Policy and related documents, to resolve ambiguities, inconsistencies and omissions, to determine any question of fact, and to determine the rights and benefits, if any, of any Executive or other employee, in accordance with the provisions of the Policy. The Committee shall also have the authority to waive any restrictions with respect to participation in the Policy or the maturity of benefits under the Policy for any specific Executive where, in the opinion of the Committee, it is reasonable to do so and does not prejudice the rights of the particular Executive under the Policy and it does not cause the Executive to be subject to adverse tax treatment under Section 409A. The Committee's decision with respect to any matter shall be final and binding on all parties concerned. The Committee may, from time to time, by action of its appropriate officers, delegate to designated persons, committees, or entities the right to exercise any of its powers or the obligation to carry out its duties under the Policy.

Section 13. Amendment and Termination.

The Company reserves the right to amend or terminate this Policy at any time and in any manner, subject to the following: (i) no amendment or termination of this Policy made during the period beginning six months prior to a Change in Control and continuing until the second anniversary of the Change in Control, shall become effective until the second anniversary of a Change in Control, provided that the Company shall have the ability to make any amendment required under applicable law (including without limitation any amendments necessary to comply with Section 409A) at any time; (ii) if any modification of this Policy decreases the benefits available to an Executive through this Policy (such modification, an "Adverse Change"), the Company shall give written notice to the impacted Executive of the Adverse Change; and (iii) the Adverse Change shall not be effective with respect to the Executive any sooner than one year from the date on which the notice described in (ii) above was provided to the impacted Executive. Notwithstanding the foregoing, (x) no amendment or termination of the Policy shall affect the rights of an Executive whose Date of Termination has occurred prior to the date of such amendment or termination of the Policy and who remains entitled to severance payments or benefits under this Policy, and (y) the requirements described in (ii) and (iii) above, with respect to an Executive impacted by an Adverse Change, may be waived in writing by the Executive.

Section 14. Other Provisions.

14.1 Acknowledgment. Executive acknowledges that this Policy does not constitute a contract of employment or impose on the Company any obligation to retain Executive as an employee and that this Policy does not prevent Executive from terminating employment at any time.

14.2 Non-Duplication of Benefits. The benefits under this Policy are not intended to duplicate any other benefits provided by the Company in connection with the termination of an employee's employment, such as wage replacement benefits, pay-in-lieu-of-notice, severance pay, or similar benefits under any other benefit plans, severance programs, employment contracts, or applicable federal or state laws, such as the WARN Acts. Should such other benefits be payable, the benefits under this Policy will be reduced accordingly or, alternatively, benefits previously paid under this Policy will be treated as having been paid to satisfy such other benefit obligations. In either case, the Company will determine how to apply this provision and may override other provisions in this Policy in doing so.

14.3 Construction. This Policy shall be governed and enforced in accordance with the laws of the State of Utah, and any litigation between the parties relating to this Policy shall be conducted in the courts of Utah County.

14.4 Severability. If any provision of this Policy, or the application of such provision to any person or in any circumstance, is found by a court of competent jurisdiction to be unenforceable for any reason, such provision may be modified or severed from this Policy to the extent necessary to make such provision unenforceable against such person or in such circumstance. Neither the unenforceability of such provision nor the modification or severance of such provision will affect (i) the enforceability of any other provision of this Policy or (ii) the enforceability of such provision against any person or in any circumstance other than those against or in which such provision is found to be unenforceable.

14.5 Records. The records of the Company with respect to the determination of eligibility, employment history, Accrued Rights, Base Salary, Bonus, and any and all other relevant matters shall be conclusive for all purposes of this Policy.

14.6 Entire Agreement. The Company and Executive understand and agree that this Policy shall constitute the entire understanding between them regarding the subject matter contained herein, and that all prior understandings regarding these matters are hereby superseded and replaced, unless specifically provided otherwise in this Policy.

SCHEDULE A

Executives (updated 3/19/2024)

Name and Title of Executive	Multiplier for Section 3.1(i)	Multiplier for Section 3.1(ii)
• Ryan Napierski, President and Chief Executive Officer	2	1.5
• James Thomas, Executive Vice President and Chief Financial Officer • Chayce Clark, Executive Vice President and General Counsel • Steven Hatchett, Executive Vice President and Chief Product Officer • Justin Keisel, Executive Vice President and President of Global Sales	1.5	1.25

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (this "Agreement") is entered by and between Nu Skin Enterprises, Inc. ("Company") and _____, an individual ("Employee"). Company and Employee are sometimes hereinafter referred to as "party" or "parties." This Agreement shall become effective on the eighth calendar day after execution by Employee (hereafter, the "Effective Date").

RECITALS

A. Employee's employment with Company terminated on or about _____ (the "Employment Termination Date").

B. Company and Employee mutually agree it is in the best interests of both to enter a mutual understanding and compromise of all claims and disputes, if any, between them.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Payment to Employee. The Company agrees to make certain payments (the "Severance Payment") to Employee as set forth in the Nu Skin Enterprises, Inc. Executive Severance Policy (the "Executive Severance Policy"). Except as expressly set forth in this Agreement or in the Sole Agreements, as defined in Section 5, Employee shall not be entitled to any further compensation or benefits from the Company.

The Severance Payment will be paid to Employee in accordance with the Executive Severance Policy after the expiration of the revocation period specified in Section 3, if the Agreement has been signed by Employee, Employee has not revoked the Agreement, and Employee has complied with the other terms of this Agreement.

Should Employee receive COBRA payments, Employee understands and agrees that he or she has the sole responsibility to elect COBRA coverage, comply with the requirements of COBRA, and to make all monthly premiums in the manner required by the COBRA administrator.

2. Release of Claims. In consideration for the Severance Payment, Employee, on Employee's behalf and for each and all of Employee's agents, representatives, successors, assigns, attorneys, heirs and beneficiaries, and others claiming through or under Employee, (collectively, the "Releasors") hereby unconditionally and irrevocably releases, acquits, absolves and forever discharges Company and each and all of Company's respective predecessors, successors, former, current, and future assigns, affiliates, divisions, subsidiaries and parent corporations (collectively, the "Nu Skin Companies") and each and all of the Nu Skin Companies' owners, stockholders, agents, directors, officers, employees, attorneys and representatives of and from any and all suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, interest, costs, expenses, or attorneys' fees, whether known or unknown, fixed or contingent, in law or in equity, which any of the Releasors have, had, or may claim to have, from the beginning of time through Employee's execution of this Agreement, including without limitation, any claims, charges, demands, lawsuits, obligations, or causes of action based on, arising from, or relating to Employee's employment or the termination thereof, including, without limitation, any claims, charges, demands, grievances, and/or causes of action under:

(a) Title VII of the Civil Rights Acts of 1964 and 1991, as amended, which prohibit discrimination on the basis of race, color, sex, religion, or national origin;

(b) Section 1981 of the Civil Rights Act of 1866, which prohibits discrimination on the basis of race;

(c) The Employee Retirement Income Security Act as of the Effective Date of this Agreement;

(d) The Worker Adjustment and Retraining Notification Act, whether such claim exists at or before Employee's execution of this Agreement, or arises in the future after Employee's execution of this Agreement as a result of Employee's termination being aggregated with the terminations of other employees;

(e) The Family and Medical Leave Act;

(f) The Americans with Disabilities Act;

(g) The Age Discrimination in Employment Act of 1967, as amended (the "ADEA");

(h) The Utah Antidiscrimination Act;

(i) any state or federal laws against discrimination;

(j) any claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation, sick pay, or severance;

(k) any other foreign, federal, state, or local statute or common law relating to employment; and

(l) any claim for attorneys' fees or other costs or expenses.

The foregoing release also includes, without limitation, the release of any claims for wrongful discharge, breach of express or implied contract, employment-related torts, personal injury (whether physical or mental), or any claims in any way related to Employee's employment with or separation from Company. Employee acknowledges and agrees that Employee has not been discriminated or retaliated against in any manner prohibited by law during Employee's employment with Company or with regard to Employee's separation from Company. Nothing in this Agreement shall be construed in any way to waive, limit, or hinder Employee's rights with respect to long term disability insurance coverage.

3. Acknowledgement and Waiver and Release of Rights under the ADEA. Employee expressly acknowledges that Employee is waiving and releasing any rights Employee may have under the ADEA and that this waiver and release is knowing and voluntary. Employee and Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after this Agreement is executed. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that:

(a) Employee should consult with Employee's own attorney prior to executing this Agreement;

(b) Employee has at least 45 calendar days from the Employment Termination Date within which to consider this Agreement, although Employee may accept the terms of this Agreement at any time within those 45 days provided the acceptance occurs after the Employment Termination Date;

(c) If Employee signs this Agreement before 45 days have passed, Employee acknowledges and agrees that Employee has signed this Agreement knowingly and voluntarily, without coercion to do so by Company;

(d) Employee and Company agree that immaterial or material changes to this Agreement do not restart the running of the 45-day period;

(e) Employee has 7 days following Employee's signing of this Agreement to revoke it; and

(f) This Agreement is effective and enforceable on the eighth calendar day after the date it is signed by Employee. This Agreement may be revoked by Employee by providing written notice of revocation to Company at any time during the seven-day period following the date Employee executes this Agreement. Any such revocation must be sent to Employment Counsel, Legal Department, Nu Skin Enterprises, Inc., 75 West Center Street, Provo, UT 84601, and must be received within the seven calendar days. Employee understands that Employee has no right to the consideration specified in this Agreement if Employee revokes this Agreement and Employee further understands that if any consideration is provided to Employee prior to Employee's revocation, Employee must promptly return any such consideration to Company.

4. Release to Use Image, Name, Voice, and Likeness. Employee hereby grants Company and its agents, licensees and assigns a perpetual, non-revocable, and non-exclusive right to use, distribute, and/or display, throughout the world in any form now known or later developed, Employee's name, image, likeness, title, picture, portrait, appearance, words, voice, biographical information, and/or actions (the "Personal Information"), by incorporating it into any form of commercial, informational, educational, advertising, and/or promotional material (the "Works"), even if such Works are created after the termination of Employee's employment, so long as such Personal Information was obtained during Employee's employment with Company. Employee expressly consents to Company's use of the Personal Information to create Works that express or imply that Employee approves, endorses, have endorsed, or will endorse the specific subject matter of the Works. Company may use the Personal Information for any purpose, in its sole discretion, except that Company will not use the Personal Information for any criminal or illegal purpose.

Employee agrees to indemnify and defend Company, its agents, employees, licensees and assigns from any and all claims or causes of action that Employee, or any third party, may have now or in the future, arising out of the use, distribution, or display of the Personal Information.

Employee agrees that Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works. Employee agrees that, except as set forth in this Agreement, Employee will not be entitled to compensation of any kind for the use of the Personal Information and/or the Works.

5. Sole Agreements. This Agreement, the Executive Severance Policy, any Employee Covenants Agreement, and the agreements, if any, related to Company's deferred compensation plan, 401(k) plan, and incentive compensation plans (collectively, the "Sole Agreements"), constitute the entire and sole agreements between Employee and Company and/or any other of the Nu Skin Companies. No other promises or agreements have been made to Employee other than those contained in the Sole Agreements. Employee and Company acknowledge that they have read this Agreement carefully, fully understand the meaning of the terms of this Agreement and are signing this Agreement knowingly and voluntarily. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

6. Resignation From Other Positions. Employee hereby resigns from any and all positions Employee holds as director, trustee, officer, or manager with Nu Skin Enterprises, Inc., The Force For Good Foundation, and any affiliate entity of Nu Skin Enterprises, Inc., effective as of the Employment Termination Date. *[This section may be omitted if it is inapplicable.]*

7. Non-Disclosure. Employee agrees that Employee will not, without the prior written consent of Company, directly or indirectly, disclose, reveal or communicate, or cause or allow to be disclosed, revealed or communicated to any unauthorized person, confidential matters, material non-public information, proprietary information or trade secrets, including without limitation, formulae, operating procedures, processes, intellectual property information, plans concerning acquisitions, products or technologies, customer or supplier relationships, distributor lists, secret developments, and products and inventions held or maintained by any of the Nu Skin Companies. Employee further agrees not to utilize any such confidential or proprietary information or trade secrets for Employee's benefit or the benefit of others, including, without limitation, others in direct or indirect competition with any of the Nu Skin Companies. The obligations set forth in this Section shall be in addition to any other confidentiality obligations that Employee may have in any of the Sole Agreements, and Employee agrees that Employee's obligations under any of the Sole Agreements continue after the termination of Employee's employment. The parties expressly acknowledge that Employee obtained experience and skills during Employee's employment, and this covenant is not intended to restrict Employee's ability to use or leverage that knowledge or experience, but rather only to prevent Employee from using the above-described information or trade secrets of any of the Nu Skin Companies. Notwithstanding the foregoing, Employee will be immune from liability under state and federal trade secret law for disclosure of a trade secret: (a) made in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal; or (c) to an attorney representing Employee in a claim for retaliation for reporting a suspected violation of law.

8. Return of Company Equipment. Employee represents and covenants that Employee has returned to Company all confidential information, computers, laptops, cell phones, and all other equipment or materials owned by any of the Nu Skin Companies in the possession of Employee that Company has not explicitly allowed Employee to keep.

9. No Lawsuits. Employee affirms that Employee has not filed any lawsuit, claim or charge against the Nu Skin Companies with any court, administrative or government agency and covenants not to file or allow to be filed on Employee's behalf any lawsuit against Company or any of the other Nu Skin Companies regarding the claims released in Sections 2 and 3 above. Employee acknowledges that Employee is not releasing any right that cannot be waived under law, and Employee understands that this Agreement does not preclude Employee from filing an administrative charge or claim with the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission (each a "Government Agency"). Employee acknowledges that the Agreement does not limit Employee's right to receive an award for any information provided to any Government Agency. Nevertheless, Employee agrees that Employee shall not seek, accept, or be entitled to any monetary damages, whether for Employee individually or as a member of a class or group, arising from any claim waived herein, including but not limited to any claim or action before the EEOC or a state anti-discrimination or human rights agency filed by Employee or on Employee's behalf, and Employee hereby waives Employee's right to recover any such monetary relief. Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be covered by any Government Agency, including providing documents or other information, without notice to Company.

10. No Admission of Liability. This Agreement is a negotiated settlement of all claims, charges, demands, lawsuits, obligations and causes of action, if any, between the parties. This Agreement does not constitute an admission by Company, and Company specifically denies that Company has violated any contract, law, or regulation or that it has discriminated against Employee or otherwise infringed upon Employee's rights and privileges or committed any other wrongful act.

11. Confidentiality. Employee agrees that this Agreement and its terms shall be kept confidential and shall not be disclosed to any person or entity who is not a party hereto. Notwithstanding the foregoing, Employee may disclose this Agreement and its terms (a) with Company's prior written consent; (b) to Employee's immediate family; (c) as necessary to Employee's attorneys, accountants, auditors, tax and financial advisors provided that Employee obtains from the receiving party an agreement to maintain the confidentiality of this Agreement and its terms; (d) in response to a validly issued subpoena or other legal process if reasonable notice is provided to Company before any disclosure to allow Company to seek a protective order or other legal process to limit or preclude such disclosure; or (e) in connection with a legal proceeding seeking enforcement of this Agreement. If Employee violates or breaches this Agreement, this Agreement shall remain in full force and effect and Company will be entitled to recover from Employee the monies paid pursuant to Section 1 above, reasonable attorneys' fees and any other remedy available to Company pursuant to this Agreement or otherwise.

12. Non-Disparagement. Employee agrees that Employee will not at any time make any written or oral statements disparaging any of the Nu Skin Companies or any of the Nu Skin Companies' officers, directors, employees, distributors, customers or products. Nothing in this Agreement shall in any way limit Employee from: (a) fully cooperating with any governmental investigation or inquiry or from responding fully and truthfully to any questions or information requests made by any government agency or entity in connection with such government investigation or inquiry, or from testifying truthfully or otherwise responding to legal process; or (b) from exercising protected rights, or reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the United States Department of Justice, the Securities and Exchange Commission, and any other agency, or making other disclosures that are protected under the whistleblower provisions of law or regulation.

13. Severability. The provisions of this Agreement are severable. Should any provision hereof be voidable or unenforceable under applicable law, such voidable, or unenforceable provision shall not affect the validity of any other clause or provision, which shall remain in full force and effect, and it is the intention and agreement of the parties that all terms and conditions herein be enforced to the fullest extent permitted by law.

14. Choice of Law, Jurisdiction and Venue. The validity of this Agreement and the interpretation and performance of its terms shall be governed by the substantive and procedural laws of the State of Utah. Each party expressly submits and consents to exclusive personal jurisdiction and venue in the courts of Utah County, State of Utah or in Federal District Court for the District of Utah.

15. Titles and Headings. Titles and headings of the paragraphs and sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

16. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any facsimile or electronic signature to this Agreement of a party transmitted by a party or its legal counsel and any email copy of a party's signature to this Agreement emailed by a party or its legal counsel shall be deemed an original and binding signature of this Agreement by such party.

17. Interpretation. This Agreement was drafted with the full participation of all parties. Accordingly, if there is an ambiguity in this Agreement, it should not be resolved against any particular party, but rather should be resolved by a fair reading of what the Agreement was intended by the parties to provide.

18. Opportunity to Read and Understand the Agreement. Employee acknowledges that Employee has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

19. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

THIS AGREEMENT IS INTENDED TO RELEASE ALL RELEASABLE CLAIMS RELATED TO EMPLOYEE'S EMPLOYMENT. THUS, EMPLOYEE MUST NOT SIGN THIS AGREEMENT BEFORE THE EMPLOYMENT TERMINATION DATE. IF EMPLOYEE SIGNS THIS AGREEMENT BEFORE THE LAST DAY OF EMPLOYEE'S EMPLOYMENT, IT WILL NOT BE VALID AND EMPLOYEE WILL NOT BE ENTITLED TO THE SEVERANCE PAYMENT.

NU SKIN ENTERPRISES, INC.

BY: _____

EMPLOYEE: _____

EXHIBIT B

EMPLOYEE COVENANTS AGREEMENT

_____ "Employee"

(PRINT NAME)

Nu Skin Enterprises, Inc. and its affiliated companies (collectively "Company") operate in the highly competitive direct selling marketplace competing for product market share as well as recruitment and retention of independent distributors. The success of Company depends on maintaining a competitive edge in this industry through the introduction of innovative products and attracting and retaining distributors. Accordingly, as a condition of and in consideration of employment or continued employment with Company, Company and Employee hereby acknowledge and agree as follows.

1. **Conflict of Interest**: During employment with Company, Employee shall not have any personal interest that is incompatible with the loyalty and responsibility Employee owes to Company. Employee must discharge Employee's responsibility solely on the basis of what is in the best interest of Company and independent of personal considerations or relationships. Employee shall maintain impartial relationships with vendors, suppliers and distributors. Should Employee have any questions regarding this matter, Employee should consult with Employee's director or supervisor or with the Human Resources Department ("HR"). If any actual or potential conflict of interest arises, the Employee must notify Employee's director or supervisor and HR as promptly as possible after such conflict of interest arises, and seek an appropriate waiver or resolution of such conflict of interest. Although it is difficult to identify every activity that might give rise to a conflict of interest, the following provisions address some examples of conflicts of interest:

1.1 **Related Party Transactions.** Employee shall not have a direct or indirect ownership or financial interest in vendors or suppliers of Company or in any person or entity doing or seeking to do business with Company. Employee shall also not have a direct or indirect financial or other interest in any transaction involving the Company. In the event such a conflict arises, Employee must notify Employee's director or supervisor and HR, and Company may not do business with such vendor or supplier, or enter into any such transaction, unless it has been approved (a) in accordance with Company's policy with respect to related party transactions; or, if such policy does not apply, (b) by Employee's manager.

1.2 **Other Employment.** Employee shall not be employed by, or perform services of any kind, whether compensated or not, for any person or entity doing or seeking to do business with Company. Employee shall not be employed by, or perform services of any kind, whether compensated or not, for any person or entity that competes with Company. Employee shall not allow employment by, or performance of services for, any other person or entity to detract from Employee's job performance; use Company's time, resources, or personnel in connection therewith; or expend such long hours in connection therewith as to adversely affect Employee's physical or mental effectiveness. Further, neither Employee's spouse, nor any member of Employee's household, shall be employed by another direct sales or multilevel marketing company without the prior written consent of Company.

1.3 **Distributorships.** While employed by Company and for a period of three months after termination of an employment relationship with Company for any reason, Employee shall not have a direct or indirect ownership or financial interest in a Company distributorship or similar account. Additionally, during the course of employment, neither Employee's spouse, nor any member of Employee's household, shall have a direct or indirect ownership or financial interest in, or otherwise be affiliated with, a Company distributorship without the prior written consent of Company. Further, neither Employee's spouse, nor any member of Employee's household, shall have a direct or indirect ownership or financial interest in, or otherwise be affiliated with, another direct sales or multilevel marketing distributorship without the prior written consent of Company. Any pre-existing ownership, financial interests, or employment covered in these subparagraphs must be disclosed to Company at the time of the execution of this Agreement.

2. **Inventions**:

2.1 Attached hereto as Exhibit A is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were conceived, developed, reduced to practice, or created by Employee prior to Employee's employment with Company, which belong to Employee, and which are not assigned to Company hereunder (collectively referred to as "Prior Inventions"). If nothing is listed on Exhibit A, or if no such list is attached, Employee represents that there are no such Prior Inventions. If, in the course of Employee's employment with Company, Employee incorporates into a Company product, process, service, or other work a Prior Invention owned by Employee or in which Employee has an interest, Employee hereby grants to Company and Company shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sell, offer to sell, copy, reproduce, distribute, make derivative works of and publicly display or perform such Prior Invention as part of or in connection with such product, process, service, or other work and to practice any method related thereto and to sublicense the foregoing rights.

2.2 Employee agrees to promptly make full written disclosure to Company, will hold in trust for the sole right and benefit of Company, and hereby assigns to Company, or its designee, all of Employee's right, title, and interest in and to any and all inventions, original works of authorship, developments, improvements, concepts, processes, designs, discoveries, ideas, technology advances, unique solutions to business problems, trademarks, or trade secrets, whether or not patentable, and whether or not registrable under copyright or other federal or state laws, which Employee may solely or jointly conceive, develop, create, or reduce to practice, or cause to be conceived, developed, created or reduced to practice, and which also satisfy any one of the following: (i) was within the scope of Employee's employment; (ii) was on Company's time; (iii) was with the aid, assistance, or use of any of Company's property, equipment, facilities, supplies, resources, or intellectual property; (iv) was the result of any work, services, or duties performed by Employee for Company; (v) was related to Company's industry or trade; and/or (vi) was related to the current or demonstrably anticipated business, research, or development of Company (collectively referred to as "Inventions").

2.3 Employee further acknowledges that all original works of authorship that are made by Employee (solely or jointly with others) within the scope of and during the period of employment with Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

2.4 Employee understands and agrees that the decision whether or not to commercialize or market any Inventions developed by Employee solely or jointly with others is within Company's sole discretion and for Company's sole benefit and that no royalty will be due to Employee as a result of Company's efforts to commercialize or market any such Invention.

2.5 Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of employment with Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Company. The records will be available to and remain the sole property of Company at all times.

2.6 Employee agrees to assist Company, or its designee, at Company's expense, in every proper way to secure, obtain, maintain, reissue, defend, and enforce Company's rights in the Inventions and any copyrights, patents, trademarks, trade secrets, mask work rights or any other intellectual property rights whatsoever relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that Company shall deem necessary in order to apply for, obtain, maintain, reissue, defend, and enforce such rights (including, but not limited to, improvements, renewals, extensions, continuations, divisions or continuations in part thereof) and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive right, title, and interest in and to such Inventions, and any copyrights, patents, trademarks, trade secrets, mask work rights or any other intellectual property rights whatsoever relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If Company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to Company as above, or execute any of the other above instruments or papers, then Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, maintenance, reissue, defense, enforcement, and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

3. **Non-Disclosure and Assignment**:

3.1 Employee acknowledges that during the term of employment with Company, Employee will have access or be exposed to, or learn or develop, Confidential Information. Employee understands that "Confidential Information" means any Company information, data, or physical property that relates to the actual or anticipated business or research and development of Company, Company proprietary information, technical data, trade secrets, or know-how, including, but not limited to: research; formulas; business plans; strategic plans; product and marketing plans; sales compensation plans; sales methods; financial information; vendor information (both actual and potential), including, without limitation, vendor lists, and vendor contact, volume, and pricing information; supplier information (both actual and potential), including, without limitation, supplier lists, and supplier contact, volume, and pricing information; distributor information (both actual and potential), including, but not limited to; distributor lists, and distributor contact information, volume, sales, ability, performance, compensation, downline, upline, and personally identifiable information; employee information (both actual and potential), including, but not limited to, employee lists, and employee contact information, experience, qualification, ability, performance, compensation, and personally identifiable information; markets; market development strategies; sales strategies; strategies for the acquisition, retention, acquisition, and growth of distributors; software and computer programs; specifications; reports; designs; drawings; prototypes; procedures; inventions; operations; procedures; manufacturing techniques, engineering processes; technology; unpublished patent applications and invention disclosures; production planning information; sales and purchasing quantities, prices, or quotations; budget plans; contracts; risk analysis; correspondence with distributors, suppliers, and vendors; and other business information disclosed to me by Company, directly or indirectly, that is proprietary, confidential, or secret, whether in digital, hard copy, verbal, visual, tangible, intangible, or other form.

3.2 During and after Employee's employment, Employee shall hold the Confidential Information and/or Inventions in strictest confidence and shall protect them with utmost care. Employee shall not disclose, copy, remove from Company's premises, or permit any person to disclose or copy any of the Confidential Information and/or Inventions, and Employee shall not use any of the Confidential Information and/or Inventions, except for the exclusive benefit of Company and only as necessary to perform Employee's duties as an employee of Company.

3.3 During employment with Company, Employee shall not improperly use or disclose any confidential or proprietary information or trade secrets of any former or concurrent employer or previously obtained from or provided by any other person or entity. On signing this Agreement, Employee shall disclose to Company the existence of agreements Employee has with prior employers or such other persons or entities, and shall comply with the terms of all such agreements with respect to confidential or proprietary information or trade secrets. Employee agrees and represents that Employee's employment with Company does not cause Employee to be in breach of any contract or agreement with any former or concurrent employer.

3.4 Employee recognizes that Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and to not use or disclose it except as necessary in carrying out Employee's work for Company consistent with Company's agreement with such third party.

3.5 This Agreement will not be interpreted to prevent the use or disclosure of information that: (a) is required by law to be disclosed, but only to the extent that such disclosure is legally required, (b) becomes a part of the public knowledge other than by a breach of an obligation of confidentiality, or (c) is rightfully received from a third party not obligated to hold such information confidential. The Federal Defend Trade Secrets Act provides immunity to individuals under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceedings, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. If Employee brings suit against Company in connection with Employee's employment relationship with Company, Employee may disclose Confidential Information to Employee's attorney and use the Confidential Information in the court proceeding, if Employee files any document containing Confidential Information under seal and does not disclose the Confidential Information, except pursuant to court order. Other than as described or addressed in this subparagraph, or as outlined in Paragraph 17 below, Employee must advise Company prior to disclosure of Confidential Information to be communicated pursuant to law so that Company may obtain a protective order as necessary to protect its confidentiality interests.

4. **Future Inventions**: Employee recognizes that inventions, original works of authorship, developments, improvements, and trade secrets that relate to Employee's activities while working for Company, and which are conceived, developed, reduced to practice, or created by Employee, whether alone or with others, within one year after termination of Employee's employment ("future inventions"), may constitute Inventions as that term is defined above. Accordingly, Employee agrees that Company's rights and Employee's obligations with respect to Inventions apply to future inventions, unless and until Employee has established the contrary.

5. **Ethical Standards**: Employee agrees to maintain the highest ethical and legal standards in Employee's conduct, to be scrupulously honest and straightforward in all of Employee's dealings, and to avoid all situations which might create the appearance or perception of unethical or illegal conduct.

6. **Product Resale**: As an employee of Company, Employee may receive Company products and materials either at no charge or at a discount as specified from time to time by Company in its sole discretion. Employee agrees that the products and materials received shall be used strictly in accordance with the applicable policies of Company and shall not be sold, distributed, or transferred in any manner that would violate such policies.

7. **Gratuities**: Employee shall neither seek nor retain gifts, gratuities, entertainment, or other forms of compensation, benefit, or persuasion from suppliers, distributors, vendors, or their representatives except in compliance with Company policy.

8. **Non-Solicitation**: Employee shall not in any way, directly or indirectly, on Employee's own behalf or on behalf of others, either alone or with, assisting, or through others, at any time during employment or within one year after either a voluntary or involuntary employment termination: (a) solicit, divert, take away, or interfere with Company's distributors, employees, suppliers, or vendors, including, without limitation, inducing, facilitating, recruiting, or encouraging Company's distributors, employees, suppliers, or vendors to terminate or alter their relationship with Company or to do business with any person or entity that competes with Company, regardless of whether or not Employee initiates any such contact; or (b) attempt to do any of the foregoing.

9. **Non-Disparagement**: Subject to Paragraph 17 below, Employee shall not in any way, directly or indirectly, at any time during employment or after either voluntary or involuntary employment termination, disparage Company, Company products, Company employees, or Company distributors, including, without limitation, the business, reputation, practices, or conduct of any of the foregoing.

10. **Non-Competition**: In exchange for the benefits of continued employment by Company, Employee shall not, without the prior written consent of Company: (i) serve in any capacity whatsoever, including, but not limited to, as a partner, joint venturer, employee, distributor, consultant, principal, officer, director, manager, member, affiliate, representative, agent, associate, contractor, inventor, advisor, licensor, licensee, promoter, or investor for; (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of; or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, participate in, work or consult for or otherwise join or participate in or affiliate with or provide service to any direct selling or multilevel marketing company or entity, including, without limitation, any direct or indirect affiliate or subsidiary of such company or entity, that competes with the business of Company whether for market share of products or for independent distributors; provided, however, Employee may own publicly traded securities of a company whose securities are publicly traded on a national securities exchange that is registered with the Securities and Exchange Commission if Employee's ownership interest is less than 1% of the total outstanding securities of such company. The foregoing covenant shall cover Employee's activities in every part of the Territory. "Territory" shall mean: (i) all states of the United States of America; and (ii) any other countries in which Company maintains non-trivial operations or facilities, provides goods or services, has customers or distributors, or otherwise conducts business during the time of employment. Employee shall not engage in activities that may require or inevitably require disclosure of Confidential Information. The restrictions set forth in this paragraph shall remain in effect during Employee's employment with Company.

11. **Release to Use Image, Name, Voice, and Likeness**:

11.1 Employee hereby grants Company and its agents, licensees and assigns a perpetual, non-revocable, and non-exclusive right to use, distribute, and/or display, throughout the world in any form now known or later developed, Employee's name, image, likeness, title, picture, portrait, appearance, words, voice, biographical information, and/or actions (the "Personal Information"), by incorporating it into any form of commercial, informational, educational, advertising, and/or promotional material (the "Works"), even if such Works are created after the termination of Employee's employment, so long as such Personal Information was obtained during Employee's employment with Company. Employee expressly consents to Company's use of the Personal Information to create Works that express or imply that Employee approves, endorses, have endorsed, or will endorse the specific subject matter of the Works. Company may use the Personal Information for any purpose, in its sole discretion, except that Company will not use the Personal Information for any criminal or illegal purpose.

11.2 Employee agrees to indemnify and defend Company, its agents, employees, licensees and assigns from any and all claims or causes of action that Employee, or any third party, may have now or in the future, arising out of the use, distribution, or display of the Personal Information.

11.3 Employee agrees that Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works. Employee agrees that Employee will not be entitled to compensation of any kind for the use of the Personal Information and/or the Works unless otherwise agreed to in writing.

12. **Acknowledgement**: Employee acknowledges that Employee's fulfillment of the obligations contained in this Agreement, including, but not limited to, Employee's confidentiality, non-solicitation, non-disparagement, and non-competition covenants in Paragraphs 3 and 8-10 above, are fair and reasonable, are necessary to protect the Company's Confidential Information and, consequently, to preserve the value and goodwill of the Company, and should be construed to apply to the fullest extent possible by applicable laws. Employee further acknowledges the time, geographic, and scope limitations of these obligations are reasonable, and that Employee will not be precluded from gainful employment if obligated not to compete with Company during the period and within the Territory as described in this Agreement. Employee has carefully read this Agreement, has consulted with independent legal counsel to the extent Employee deems appropriate, and has given careful consideration to the restraints imposed by the Agreement. Employee acknowledges that the terms of this Agreement are enforceable regardless of the manner in which Employee's employment is terminated, whether voluntary or involuntary. In the event that Employee is to be employed as an attorney for a competitive business, Company and Employee acknowledge that Paragraph 10 is not intended to restrict the right of Employee to practice law in violation of any applicable rules of professional conduct.

13. **Separate Covenants:** Employee's confidentiality, non-solicitation, non-disparagement, and non-competition covenants in Paragraphs 3 and 8-10 above shall be construed as a series of separate covenants, one for each city, county, and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenants contained above. If, in any judicial or arbitral proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be revised, or if revision is not permitted it shall be eliminated from this Agreement, to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of Paragraphs 3 and 8-10 above are deemed to exceed the time, geographic, or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic, or scope limitations, as the case may be, then permitted by such law. In the event that the applicable court or arbitrator does not exercise the power granted to it in the prior sentence, Employee and Company agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.

14. **Return of Equipment and Information upon Termination**: On Company's request at any time, and in any event on the termination of employment for any reason, Employee shall promptly deliver to Company (and will not keep in Employee's possession, in hard copy or digital form, or recreate, copy, or deliver to anyone else) any and all Confidential Information and Inventions, including, but not limited to, any distributor, supplier, and vendor contact information and notes or summaries thereof. Employee will also deliver to the Company (and will not keep in Employee's possession, in hard copy or digital form, or recreate, copy, or deliver to anyone else) any and all devices, assets, equipment, property, passwords, documents, records, data, notes, reports, proposals, lists, correspondence, formulae, specifications, drawings, or any other items or materials whatsoever (or any copies or reproductions of any of the aforementioned items), developed by Employee pursuant to Employee's employment with Company or otherwise belonging to Company. Employee understands and agrees that compliance with this paragraph may require that data be removed from Employee's personal computer equipment and electronic storage devices of any kind, and Employee agrees to give the qualified personnel of Company or its contractors access to such computer equipment or devices for that purpose.

15. **Remedies and Enforcement of Restrictive Covenants**: Employee acknowledges that: (a) compliance with the provisions of the restrictive covenants contained in this Agreement is necessary to protect the business and goodwill of Company; and (b) a breach of such provisions will result in irreparable and continuing harm to Company, for which money damages will not provide adequate relief. Consequently, Employee agrees that, in the event Employee breaches or threatens to breach any of such provisions, Company shall be entitled to temporary, preliminary, and/or permanent injunctive relief to prevent the threatened harm or the continuation of harm. Employee agrees that Company does not need to post a bond to obtain an injunction and waives Employee's right to require such a bond. The seeking and/or obtaining of such injunctive relief shall be without prejudice to, and are in addition to, Company's right to seek any other remedies available to Company for such breach or threatened breach, including the recovery of damages from Employee, and remedies available under federal and state laws, including, but not limited to, the Federal Defend Trade Secrets Act, and the parties agree that all remedies are cumulative. It is further recognized and agreed that the provisions of Paragraphs 3, 8, 9, or 10 of this Agreement and [Paragraphs 3 and 5] of the Addendum are for the purpose of restricting Employee's activities to the extent necessary for the protection of the legitimate business interests of Company and that Employee agrees that said provisions do not and will not preclude Employee from engaging in activities sufficient for the purposes of earning a living. Unless prohibited by law, Employee also agrees that any breach by Employee of the provisions of Paragraphs 3, 8, 9, or 10 of this Agreement and [Paragraphs 3 and 5] of the Addendum during employment by Company shall be grounds for forfeiture of any accrued bonuses or commissions as liquidated damages, which shall be in addition to and not exclusive of any and all other rights and remedies Company may have against Employee.

16. **Attorney's Fees**: If any party to this Agreement breaches any of the terms of this Agreement, then that party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees, incurred by that party in enforcing the terms of this Agreement.

17. **Protected Activity.** Nothing in this Agreement is intended, or should be interpreted, to restrict, impede, or otherwise limit the rights of all employees to report possible violations of law or regulation to any governmental agency or entity tasked with enforcing such laws and regulations, including but not limited to the United States Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Department of Labor, Congress, and any agency Inspector General, or to participate in an investigation by any such agencies or entities; nor is this Agreement intended to limit employees' rights to discuss among themselves or others wages, benefits, and other terms and conditions of employment or workplace matters of mutual concern, as protected by the National Labor Relations Act or other law. Employee is not required to notify Company of his or her intention to file such a report or participate in such an investigation prior to contacting the agency or entity.

18. **Severability**: If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court or administrative agency to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is severable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

19. **Governing Law and Forum**: This Agreement shall be governed and enforced in accordance with the laws of the State of Utah, excepting its choice of law rules, and any litigation between the parties relating to this Agreement shall be conducted in the state or federal courts in or for Utah County in the State of Utah.

20. **Employment At Will**: Employee understands that employment with Company is at-will, meaning that employment with Company is completely voluntary and for an indefinite term and that either Employee or Company is free to terminate the employment relationship at any time, with or without cause or advance notice. Employee further understands that any representation to the contrary is unauthorized and not valid unless obtained in writing and approved by the Company's board of directors.

21. **Employment Subject to Company's Policies and Procedures**: The parties acknowledge and agree that Company has established, and may establish, various workplace policies and procedures, which Company may modify in its sole discretion from time to time. Employee acknowledges such policies and procedures, and agrees to abide by such policies and procedures, as they may be implemented or modified from time to time.

22. **Entire Agreement**: Company and Employee understand and agree that this Agreement shall constitute the entire agreement between them regarding the subject matter contained herein, and that all prior understandings or agreements regarding these matters are hereby superseded and replaced, including, without limitation, any written agreements previously signed by the parties. Any amendment or addendum to, or modification or supplementation of, this Agreement must be in writing signed by the parties hereto and stating the intent of the parties to amend or modify this Agreement.

23. **Survivability of Obligations**: This Agreement sets forth several obligations which continue after the termination of Employee's employment with Company, including, without limitation, those obligations set forth in Paragraphs 1, 2, 3, 4, 6, 8, 9, 11 and 12, and the parties specifically acknowledge and agree that such obligations shall survive the termination of Employee's employment for any reason.

THIS AGREEMENT HAS BEEN READ, UNDERSTOOD, AND FREELY ACCEPTED BY:

_____ Dated: _____

Employee

EXHIBIT A

LIST OF PRIOR INVENTIONS

Title	*Date*	*Identifying Number or Brief Description*

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

ADDENDUM TO EMPLOYEE COVENANTS AGREEMENT

FOR KEY EMPLOYEES

Company and Employee entered an Employee Covenants Agreement dated _____. ("Employee Covenants Agreement"). As a condition of and in consideration of employment or continued employment with Company, Company and Employee hereby acknowledge and agree to modify and/or supplement the terms of the Employee Covenants Agreement as follows:

1. **Terms of Employee Covenants Agreement:** Company and Employee agree that the defined terms in the Employee Covenants Agreement shall have the same meaning in this Addendum. Company and Employee further agree that all terms of the Employee Covenants Agreement remain in full force and effect, except as modified herein. To the extent of a conflict between terms of the Employee Covenants Agreement and this Addendum, the applicable portion or portions of this Addendum shall control.

2. **Conflict of Interest:** All references in Paragraph 1 and subparagraphs 1.1 through 1.3 of the Employee Covenants Agreement to Employee's "director," "supervisor," and "HR" shall be replaced with Company's General Counsel. For example, and without limiting the provisions of that Paragraph and subparagraphs, Employee shall direct questions concerning conflicts of interest to, report actual or potential conflicts of interest to, seek an appropriate waiver or resolution of such conflict of interest from, and provide any required notifications or disclosures to, Company's General Counsel. The General Counsel shall direct questions concerning conflicts of interest to, report actual or potential conflicts of interest to, seek an appropriate waiver or resolution of such conflict of interest from, and provide any required notifications or disclosures to, the Chair of the Compensation and Human Capital Committee.

3. **Non-Competition:** Employee agrees that the restrictions in Paragraph 10 of the Employee Covenants Agreement shall remain in effect during a period of one year following termination of Employee's employment for any reason. In the event of any breach or violation of these restrictions prior to or during this one-year period, or a good faith allegation by Company of Employee's breach or violation of these restrictions, this one-year period shall be extended until such breach or violation of these restrictions, or dispute related to an allegation by Company that Employee has breached or violated these restrictions, has been duly cured or resolved, as applicable.

4. **Other Employment:** Subject to the limitations in the Employee Covenants Agreement and this Addendum, should Employee obtain other employment or service as a director during Employee's employment with Company, or within one year immediately following Employee's termination for any reason, Employee shall provide written notice to the Company's General Counsel of the name and address of the new employer, the position Employee expects to hold, and a general description of Employee's expected duties and responsibilities, at least three days prior to starting such employment or service. Employee shall also provide a copy of the Employee Covenants Agreement and this Addendum to the new employer.

5. [**Non-Endorsement**: Employee shall not in any way, directly or indirectly, at any time during employment or within one year after either a voluntary or involuntary employment termination, endorse any sales compensation plan of another person or entity that competes with Company or any products of Company, promote or speak on behalf of any person or entity whose products compete with those of Company, or allow Employee's name or likeness to be used in any way to promote any person, entity, or product that competes with Company or any products of Company.]*[Paragraph to be included for employees as deemed appropriate by the Company]*

6. **Acknowledgment:** In addition to the acknowledgment of Paragraph 12 of the Agreement, Employee further acknowledges that Employee's position and work activities with the Company are "key" and vital to the on-going success of Company's operation in each product category and in the Territory. In addition, Employee acknowledges that Employee's employment or involvement with any other direct selling or multilevel marketing company in particular would create the impression that Employee has left Company for a "better opportunity," which could damage Company by this perception in the minds of Company's employees, distributors, or other persons. Therefore, Employee acknowledges that Employee's non-competition covenant in this Addendum is fair and reasonable, is necessary to protect the Company's Confidential Information and, consequently, to preserve the value and goodwill of the Company, and should be construed to apply to the fullest extent possible by applicable laws. Employee further acknowledges the time, geographic, and scope limitations of this obligation are reasonable, and that Employee will not be precluded from gainful employment if obligated not to compete with Company during the period and within the Territory as described in the Agreement and this Addendum. Employee has carefully read this Addendum, has consulted with independent legal counsel to the extent Employee deems appropriate, and has given careful consideration to the restraints imposed by this Addendum. Employee acknowledges that the terms of this Addendum are enforceable regardless of the manner in which Employee's employment is terminated, whether voluntary or involuntary. In the event that Employee is to be employed as an attorney for a competitive business, Company and Employee acknowledge that this Addendum is not intended to restrict the right of Employee to practice law in violation of any applicable rules of professional conduct.

THIS ADDENDUM TO EMPLOYEE COVENANTS AGREEMENT FOR KEY EMPLOYEES HAS BEEN READ, UNDERSTOOD, AND FREELY ACCEPTED BY:

_____ Dated: _____

Employee

Exhibit 19.1

Nu Skin Enterprises, Inc.
Securities Trading Policy

This Securities Trading Policy (the "Policy") provides guidelines with respect to transactions in the securities of Nu Skin Enterprises, Inc. (the "Company") and the handling of confidential information about the Company and the companies with which the Company does business. The purpose of this Policy is to promote compliance with federal, state and foreign securities laws that prohibit certain persons who are aware of material nonpublic information about a company from: (i) trading in securities of that company; or (ii) providing material nonpublic information to other persons who may trade on the basis of that information.

1 Persons Subject to the Policy

This Policy applies to all officers and employees of the Company and its subsidiaries, and all members of the Company's Board of Directors. The Compliance Officer may determine that other persons should be subject to this Policy, such as contractors or consultants who have access to material nonpublic information. This Policy also applies to Family Members and Controlled Entities, as defined below.

2 Transactions Subject to the Policy

This Policy applies to transactions in the Company's securities (collectively referred to in this Policy as "Company Securities"), including the Company's common stock, options to purchase common stock, or any other type of securities that the Company may issue, including (but not limited to) preferred stock, notes, bonds, convertible debentures and warrants, as well as derivative securities that are not issued by the Company, such as exchange-traded put or call options or swaps relating to the Company's Securities.

3 Individual Responsibility

Persons subject to this Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage in transactions in Company Securities while in possession of material nonpublic information. Each person subject to this Policy is responsible for making sure that he or she complies with this Policy, and that any Family Members and Controlled Entities also comply with this Policy. In all cases, the responsibility for determining whether an individual is in possession of material nonpublic information rests with that individual, and any action on the part of the Company, the Compliance Officer or any other employee or board member pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. Accordingly, before transacting in Company Securities, an individual should carefully consider whether he or she may be aware of any material nonpublic information about the Company. The Company takes a "zero tolerance" approach to violations of this Policy. An individual could be subject to severe legal penalties and disciplinary action by the Company for any conduct prohibited by this Policy or applicable securities laws, as described below in more detail under the heading "Consequences of Violations."

4 Administration of the Policy

The Company's general counsel and other individuals designated from time to time by the Company's general counsel (collectively the "Compliance Officer") will administer this Policy. All determinations and interpretations by the Compliance Officer are final and not subject to further review. All questions regarding this Policy or its application to any proposed transaction should be directed to the Compliance Officer.

5 Statement of Policy

It is the policy of the Company that no person subject to this Policy who is aware of material nonpublic information relating to the Company may, directly, or indirectly through other persons or entities:

- Engage in transactions in Company Securities, except as otherwise specified in this Policy under the headings "Transactions Under Company Plans," "Transactions Not Involving a Purchase or Sale" and "Rule 10b5-1 Plans";
- Recommend the purchase or sale of any Company Securities;
- Disclose material nonpublic information, unless such disclosure is made in accordance with the Company's policies regarding the protection or authorized external disclosure of information regarding the Company; or
- Assist anyone engaged in the above activities.

It is the policy of the Company that no person subject to this Policy may, directly, or indirectly through other persons or entities, communicate material nonpublic information regarding the Company to other persons or entities before the information is publicly disclosed and disseminated by the Company (a practice referred to as "tipping"). Accordingly, all persons subject to this Policy must exercise care when speaking with others within the Company who do not have a "need to know" and when communicating with family, friends and others who are not associated with the Company, even if they are subject to this Policy. To avoid even the appearance of impropriety, persons subject to this Policy should at all times refrain from making recommendations about buying or selling Company Securities or the securities of other companies with which we have a relationship or discussing the Company's business, prospects, or plans with persons outside the Company unless such disclosure complies with the Company's policies regarding authorized external disclosure of information. This concept of unlawful tipping includes passing on information to friends, family members or acquaintances with the intention of helping them make a profit or avoid a loss.

It is the policy of the Company that persons subject to this Policy may not, directly, or indirectly through other persons or entities, participate with expert consulting firms or similar organizations, unless approved by the Compliance Officer. Any disclosure of material nonpublic information through such participation is a violation of this Policy.

It is the policy of the Company that no person subject to this Policy who, in the course of their work for the Company, learns of material nonpublic information about a company (1) with which the Company does business, such as the Company's distributors, vendors, customers and suppliers; or (2) that is involved in a potential transaction or business relationship with the Company, may, directly or indirectly through other persons or entities, trade in that company's securities until the information becomes public or is no longer material.

There are no exceptions to this Policy, except as specifically noted herein. Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure), or small transactions, are not excepted from this Policy. The securities laws do not recognize any mitigating circumstances, and in any event, even the appearance of an improper transaction must be avoided to preserve the Company's reputation for adhering to the highest standards of conduct.

6 Material Nonpublic Information

6.1 Material Information

Information is considered "material" if a reasonable investor would consider the information important in making a decision to buy, hold or sell securities. Any information that could be expected to affect the price of any of the Company's securities, whether it is positive or negative, should be considered material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight. While it is not possible to define all categories of material information, some examples of information that ordinarily would be regarded as material are:

- Projections of future earnings or losses, or other earnings guidance;
- Changes to or reaffirmations of previously announced earnings guidance, or the decision to suspend earnings guidance;
- Consolidated financial results, such as revenue or earnings;
- A pending or proposed merger, acquisition or tender offer;
- A pending or proposed acquisition or disposition of a significant asset;
- A pending or proposed strategic transaction;
- A Company restructuring;
- Significant related-party transactions;
- A change in dividend policy or the declaration of a stock split;
- Bank borrowings or other financing transactions out of the ordinary course;
- A large accelerated repurchase of Company securities, or authorization to repurchase a specified amount of Company securities;
- Major marketing changes or business developments;
- A change in executive management;
- A change in auditors or notification that the auditor's reports may no longer be relied upon;
- A restatement of previously issued financial statements of the Company;
- Significant pending or threatened litigation, or the resolution of such litigation;

- Significant pending or threatened regulatory investigation or action, or the resolution of such investigation or action;
- Significant cybersecurity breaches;
- Significant safety or quality issues related to products;
- Impending bankruptcy or the existence of severe liquidity problems;
- The gain or loss of a significant customer or supplier;
- The public or private issuance or sale of a significant amount of securities by the Company; and
- The imposition of a ban on trading in Company Securities or the securities of another company.

6.2 Public Information

Information that has not been broadly disclosed to the public is generally considered to be nonpublic information. In order to establish that the information has been disclosed to the public, it may be necessary to demonstrate that the information has been widely disseminated in a manner designed to reach investors generally. Information generally would be considered widely disseminated if it has been disclosed through the Dow Jones "broad tape;" major newswire services; a broadcast on widely-available national radio or television programs; publication in a widely-available newspaper, magazine or news website; the Company's website or social media channels, to the extent the Company has designated such media as a channel for distribution of material information to investors and publicly disclosed this designation; or public disclosure documents filed with the SEC that are available on the SEC's website. By contrast, information would likely not be considered widely disseminated if it is available only to the Company's employees; if it is only available to a select group of analysts, brokers and institutional investors; or if it is only available through private social media accounts. Undisclosed information that is the subject of rumors, even widely circulated rumors in the media, should be treated as nonpublic information.

Once information is widely disseminated, it is still necessary to afford the investing public sufficient time to absorb the information. As a general rule, information should not be considered fully absorbed by the marketplace until after one full trading day after the information is released. If, for example, the Company makes an announcement on a Monday during or after trading hours, the information should not be considered fully absorbed by the marketplace until Wednesday. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of specific material nonpublic information.

7 Transactions by Family Members and Others

This Policy applies to family members who reside with a person subject to this Policy (including a spouse, a child, a child away at college, stepchildren, grandchildren, parents, stepparents, grandparents, siblings and in-laws), anyone else who lives in the same household as a person subject to this Policy, and any family members who do not live in the same household but whose transactions in Company Securities are directed by, or are subject to the influence or control of a person subject to this Policy, such as parents or children who consult a person subject to this Policy before they trade in Company Securities (collectively referred to as "Family Members"). Each person subject to this Policy is responsible for the transactions of Family Members and making Family Members aware of the need to confer with such person before trading in Company Securities, and all such transactions for the purposes of this Policy and applicable securities laws are treated as if the transactions were for such person's own account. This Policy does not, however, apply to personal securities transactions of Family Members where the purchase or sale decision is made by a third party not controlled by, influenced by or related to a person subject to this Policy or such person's Family Members.

8 Transactions by Influenced or Controlled Entities

This Policy applies to any entities that are influenced or controlled by a person subject to this Policy, including any corporations, partnerships or trusts (collectively referred to as "Controlled Entities"). Transactions by Controlled Entities are treated for the purposes of this Policy and applicable securities laws as if they were for such person's own account.

9 Transactions Under Company Plans

This Policy's prohibition on transacting in Company Securities while in possession of material nonpublic information or during a blackout period (the "Transaction Prohibition") does not apply in the case of the following transactions, except as specifically noted:

9.1 Stock Option Exercises

The Transaction Prohibition generally does not apply to the exercise of an employee stock option, or similar equity awards, acquired pursuant to the Company's plans; or to transactions involving a withholding of shares by the Company to satisfy any exercise price or tax withholding obligations upon the exercise of such equity awards. The Transaction Prohibition does apply, however, to any market sale of stock in connection with the exercise of an employee stock option, including any market sale of stock for the purpose of generating the cash needed to pay the exercise price or tax withholding obligations and any other market sale of stock received upon exercise of an employee stock option.

9.2 Restricted Stock Units Vesting

The Transaction Prohibition does not apply to the vesting of restricted stock units or of other similar equity awards acquired pursuant to the Company's plans; or to transactions involving a withholding of shares by the Company to satisfy any tax withholding obligations upon the vesting of such equity awards. The Policy does apply, however, to any market sale of stock in connection with the vesting of such equity awards, including any market sale of stock for the purpose of generating the cash needed to pay tax withholding obligations and any other market sale of stock received upon vesting of such equity awards.

9.3 Other Similar Transactions

Any other purchase of Company Securities from the Company or sales of Company Securities to the Company are generally not subject to the Transaction Prohibition.

10 Transactions Not Involving a Purchase or Sale

10.1 Gifts

Bona fide gifts of Company Securities are transactions subject to this Policy. However, the Compliance Officer may, in their sole discretion, permit a person subject to this Policy to make a gift of Company Securities while in possession of material nonpublic information in limited circumstances if the person making the gift takes steps acceptable to the Compliance Officer to ensure the donee does not sell the Company Securities while the person making the gift is aware of material nonpublic information.

10.2 Mutual Funds

Transactions in publicly-traded mutual funds that are invested in Company Securities are not transactions subject to this Policy.

10.3 No Change In Beneficial Ownership

Transfers of Company Securities to an entity or account subject to this Policy that do not involve a change in the beneficial ownership of such securities (for example, to certain types of trusts of which the donor is the sole beneficiary during his or her lifetime) are not transactions subject to this Policy.

11 Special and Prohibited Transactions

The Company has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if persons subject to this Policy engage in certain types of transactions. It therefore is the Company's policy that no board member, officer or employee may engage in any of the following transactions, or should otherwise consider the Company's preferences as described below:

11.1 Short Sales

Short sales of Company Securities (i.e., the sale of a security that the seller does not own) may evidence an expectation on the part of the seller that the securities will decline in value, and therefore have the potential to signal to the market that the seller lacks confidence in the Company's prospects. In addition, short sales may reduce a seller's incentive to seek to improve the Company's performance. For these reasons, short sales of Company Securities are prohibited. In addition, Section 16(c) of the Exchange Act prohibits officers and board members from engaging in short sales. (Short sales arising from certain types of hedging transactions are governed by "Hedging Transactions" below.)

11.2 Publicly-Traded Options

Given the relatively short term of publicly-traded options, transactions in options may create the appearance that a board member, officer or employee is trading based on material nonpublic information or focus the attention of a board member, officer or other employee on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in put options, call options or other derivative securities, on an exchange or in any other organized market, are prohibited by this Policy. (Option positions arising from certain types of hedging transactions are governed by "Hedging Transactions" below.)

11.3 Hedging Transactions

Hedging or monetization transactions can be accomplished through a number of possible mechanisms, including through the use of financial instruments such as prepaid variable forwards, equity swaps, collars and exchange funds. Such hedging transactions may permit a board member, officer or employee to continue to own Company Securities obtained through employee benefit plans or otherwise, but without the full risks and rewards of ownership. When that occurs, the board member, officer or employee may no longer have the same objectives as the Company's other shareholders. Therefore, board members, officers and employees are prohibited from engaging in any such transactions.

11.4 Margin Accounts and Pledged Securities

Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company Securities, board members, officers and other employees are prohibited from holding Company Securities in an account in which any securities of any company are held on margin or otherwise pledging Company Securities as collateral for a loan. (Pledges of Company Securities arising from certain types of hedging transactions are governed by "Hedging Transactions" above.)

11.5 Standing and Limit Orders

Standing and limit orders (except standing and limit orders under approved Rule 10b5-1 Plans, as described below) create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a board member, officer or other employee is in possession of material nonpublic information. The Company therefore discourages placing standing or limit orders on Company Securities. If a person subject to this Policy determines that they must use a standing order or limit order, the order should be limited to short duration and should otherwise comply with the restrictions and procedures outlined in "Additional Procedures" below.

12 Additional Procedures

The Company has established additional procedures in order to assist the Company in the administration of this Policy, to facilitate compliance with laws prohibiting insider trading while in possession of material nonpublic information, and to avoid the appearance of any impropriety. These additional procedures are applicable only to those persons described below.

12.1 Pre-Clearance Procedures

All Company board members and executive officers and other individuals designated by the Compliance Officer, as well as the Family Members and Controlled Entities of such persons, may not engage in any transaction or gift involving Company Securities without first obtaining pre-clearance of the transaction or gift from the Compliance Officer. This requirement continues to apply to a discretionary transaction even where such transaction is not subject to the Transaction Prohibition described in Section 9, such as the exercise of an employee stock option. A Pre-Clearance Request Form, attached as Exhibit A, should be submitted to the Compliance Officer at least two business days in advance of any proposed transaction or gift. The Compliance Officer is under no obligation to approve a transaction submitted for pre-clearance, and may determine not to permit the transaction. Any approved pre-clearance expires five business days following approval, or earlier upon possession of material nonpublic information or revocation by the Compliance Officer. If a request for pre-clearance of a proposed transaction in Company Securities is denied, the requestor may not initiate such transaction or inform any other person of the restriction.

When a request for pre-clearance is made, the requestor should carefully consider whether he or she may be aware of any material nonpublic information about the Company and should describe fully those circumstances to the Compliance Officer.

12.2 Quarterly Blackout Period

The Compliance Officer may designate persons who are subject to quarterly trading restrictions based on access to material information regarding the Company's financial performance. A person who is subject to quarterly trading restrictions, and such person's Family Members or Controlled Entities, may not conduct any transactions involving Company Securities (other than as specified by this Policy), during a "Quarterly Blackout Period" beginning on the 10th day of the last month of a quarter and ending one full trading day after the public release of the Company's earnings results for that quarter. From time to time, the Compliance Officer may determine that the Quarterly Blackout Period shall extend until one full trading day after the public release of the Company's Quarterly Report on Form 10-Q for the most recently completed fiscal quarter (or Annual Report on Form 10-K with respect to the fourth fiscal quarter). No person subject to this Policy may engage in any transaction or gift involving Company Securities, except as specified in this Policy, while aware of material nonpublic information, regardless of whether such person is designated as subject to a Quarterly Blackout Period.

Under certain very limited circumstances, including gifts, administrative errors, instances in which the Company pre-releases its financial results or publicly releases updated guidance, or unusual hardships, a person subject to this restriction may be permitted to engage in a transaction or gift involving Company Securities during a Quarterly Blackout Period, but only if the Compliance Officer concludes the person does not in fact possess material nonpublic information or determines the person has complied with the requirements of Section 10.1 in the case of a gift. Persons wishing to engage in any transaction or gift involving Company Securities during a Quarterly Blackout Period should contact the Compliance Officer for approval at least two business days in advance of the proposed transaction or gift.

12.3 Event-Specific Blackout Period

From time to time, an event may occur that is material to the Company and is known by only a few board members, officers and/or employees. So long as the event remains material and nonpublic, the persons designated by the Compliance Officer may not engage in any transaction or gift involving Company Securities, except as specified in this Policy. In addition, the Company may obtain information about its financial results in a particular fiscal quarter earlier than usual such that, in the judgment of the Compliance Officer, designated persons should refrain from trading in Company Securities even sooner than the typical Quarterly Blackout Period described above. In that situation, the Compliance Officer may notify these persons that they may not trade in the Company's Securities, without disclosing the reason for the restriction. The existence of such an "Event-Specific Blackout Period" or extension of a Quarterly Blackout Period will generally not be announced to the Company as a whole, and may not be communicated to any other person. No person subject to this Policy may engage in any transaction or gift involving Company Securities, except as specified in this Policy, while aware of material nonpublic information, regardless of whether such person is designated as subject to an Event-Specific Blackout Period. Exceptions will not be granted during an Event-Specific Blackout Period.

13 Rule 10b5-1 Plans

Rule 10b5-1 under the Exchange Act provides a defense from insider trading liability under Rule 10b-5. To rely on this defense, a person subject to this Policy must enter into a trading plan for transactions in Company Securities that meets certain conditions specified in the Rule (a "Rule 10b5-1 Plan"). If the plan meets the requirements of Rule 10b5-1, Company Securities may be purchased or sold without regard to certain insider trading restrictions, including blackout periods. To comply with this Policy, a Rule 10b5-1 Plan must be pre-cleared by the Compliance Officer and meet the requirements of Rule 10b5-1 and the Company's "Rule 10b5-1 Plan Guidelines," which are at the end of, and are a part of, this Policy. A Rule 10b5-1 Plan may not be entered into at a time when the person entering into the plan is aware of material nonpublic information or is subject to a Quarterly or Event-Specific Blackout Period. Once the Rule 10b5-1 Plan is adopted, the person must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The Rule 10b5-1 Plan must either specify the amount, pricing and timing of transactions in advance (or include a formula for determining such information) or delegate discretion on these matters to an independent third party.

No person subject to this Policy may enter into or amend a Rule 10b5-1 Plan involving Company Securities without first obtaining pre-clearance of the Rule 10b5-1 Plan from the Compliance Officer. The Compliance Officer is under no obligation to approve a Rule 10b5-1 Plan, and may determine not to permit the plan. Any approved pre-clearance expires five business days following approval, or earlier upon possession of material nonpublic information or revocation by the Compliance Officer. If a request for pre-clearance of a proposed Rule 10b5-1 Plan is denied, the requestor may not enter into such plan or inform any other person of the restriction. No further pre-clearance of transactions conducted pursuant to a Rule 10b5-1 Plan will be required.

14 Post-Termination Transactions

If an individual is in possession of material nonpublic information when his or her service terminates, that individual may not engage in any transaction or gift involving Company Securities, except as specified in this Policy, until that information has become public or is no longer material.

15 Consequences of Violations

The purchase or sale of securities while aware of material nonpublic information, or the disclosure of material nonpublic information to others who then trade in the Company's Securities, is prohibited by the federal and state laws. Insider trading violations are pursued vigorously by the SEC, U.S. Attorneys and state enforcement authorities as well as the laws of foreign jurisdictions. Punishment for insider trading violations is severe, and could include significant fines and imprisonment. While the regulatory authorities concentrate their efforts on the individuals who trade, or who tip inside information to others who trade, the federal securities laws also impose potential liability on companies and other "controlling persons" if they fail to take reasonable steps to prevent insider trading by company personnel. In addition, an individual's failure to comply with this Policy may subject the individual to Company-imposed sanctions, including dismissal for cause, whether or not the employee's failure to comply results in a violation of law.

PRE-CLEARANCE REQUEST FORM

Proposed Transaction

Type (circle all applicable): Sale Purchase Gift Exercise Rule 10b5-1 Plan
Other: _____

Number of Shares: _____

Material Information

Information is considered "material" if a reasonable investor would consider that information important in making a decision to buy, hold or sell securities. Any information that could be expected to affect the price of any of the Company's Securities, whether it is positive or negative, should be considered material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight. While it is not possible to define all categories of material information, some examples of information that ordinarily would be regarded as material are:

- Projections of future earnings or losses, or other earnings guidance;
- Changes to or reaffirmations of previously announced earnings guidance, or the decision to suspend earnings guidance;
- Consolidated financial results, such as revenue or earnings;
- A pending or proposed merger, acquisition or tender offer;
- A pending or proposed acquisition or disposition of a significant asset;
- A pending or proposed strategic transaction;
- A Company restructuring;
- Significant related-party transactions;
- A change in dividend policy or the declaration of a stock split;
- Bank borrowings or other financing transactions out of the ordinary course;
- A large accelerated repurchase of Company securities, or authorization to repurchase a specified amount of Company securities;
- Major marketing changes or business developments;
- A change in executive management;
- A change in auditors or notification that the auditor's reports may no longer be relied upon;
- A restatement of previously issued financial statements of the Company;
- Significant pending or threatened litigation, or the resolution of such litigation;
- Significant pending or threatened regulatory investigation or action, or the resolution of such investigation or action;
- Significant cybersecurity breaches;
- Significant safety or quality issues related to products;
- Impending bankruptcy or the existence of severe liquidity problems;
- The gain or loss of a significant customer or supplier;
- The public or private issuance or sale of a significant amount of securities by the Company; and
- The imposition of a ban on trading in Company Securities or the securities of another company.

Certification

I certify that I am not in possession of any material nonpublic information that would violate the Company's Securities Trading Policy, including, but not limited to, the types of information listed above. I further certify that the proposed transaction information, and, if applicable, the supplemental information that I have provided is accurate and complete, and that the proposed transaction complies with the Company's Securities Trading Policy, including, if applicable, all guidelines regarding Rule 10b5-1 Plans.

Signature: _____

Print name: _____

Date: _____

Pre-clearance expires five business days following approval, or earlier upon possession of material nonpublic information or revocation by the Compliance Officer.

SECTION 16 OFFICER AND DIRECTOR PRE-CLEARANCE REQUEST FORM SUPPLEMENT

Section 16 officers and board members must provide the following supplemental information in connection with any request for pre-clearance pursuant to the Company's Securities Trading Policy. Those who are not Section 16 officers or board members of Nu Skin Enterprises, Inc. do not need to provide this information.

Please check one of the following two boxes, and provide the additional information requested if the second box is checked:

☐ I have confirmed my holdings of Company Securities with the Compliance Officer or Corporate Counsel in the past 12 months for purposes of public disclosure, and I hereby confirm that I have notified the Compliance Officer or Corporate Counsel of all reportable transactions/events involving Company Securities since that time.

☐ I am providing information about my current ownership and recent transactions as follows:

Current Ownership
Stock:

Unvested RSUs:

Vested Options:

Unvested Options:

Recent Transactions (12 months)
Sales:

Purchases:

Gifts:

Exercises:

Share Withholdings:

Nu Skin Enterprises, Inc.

Rule 10b5-1 Plan Guidelines

Rule 10b5-1 under the Exchange Act provides a defense from insider trading liability under Rule 10b-5. To rely on this defense, a person must enter into a Rule 10b5-1 plan that meets certain conditions specified in the Rule (a "Rule 10b5-1 Plan"). If the plan meets the requirements of Rule 10b5-1, securities may be purchased or sold without regard to certain insider trading restrictions. In general, a Rule 10b5-1 Plan must be entered into at a time when the person entering into the plan is not aware of material nonpublic information. Once the Rule 10b5-1 Plan is adopted, the person must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The Rule 10b5-1 Plan must either specify the amount, pricing and timing of transactions in advance (or include a formula for determining such information) or delegate discretion on these matters to an independent third party.

As specified in the Nu Skin Enterprises, Inc. Securities Trading Policy, a Rule 10b5-1 Plan and any amendments must be pre-cleared by the Compliance Officer and meet the requirements of Rule 10b5-1 and these guidelines. A Pre-Clearance Request Form, attached as Exhibit A, should be submitted to the Compliance Officer at least two business days prior to entry into a Rule 10b5-1 Plan. The Compliance Officer is under no obligation to approve a Rule 10b5-1 Plan, and may determine not to permit the plan. Any approved pre-clearance expires five business days following approval, or earlier upon possession of material nonpublic information or revocation of the pre-clearance by the Compliance Officer. If a request for pre-clearance of a proposed Rule 10b5-1 Plan is denied, the requestor may not enter into such plan or inform any other person of the restriction. No further pre-clearance of transactions conducted pursuant to a Rule 10b5-1 Plan will be required.

The following guidelines apply to all Rule 10b5-1 Plans for individuals:

1. Rule 10b5-1 Plans must include a representation that, as of the date of adoption of the plan, the person adopting the plan (a) is not aware of any material nonpublic information about the Company or its securities; and (b) is adopting the plan in good faith and not as part of a plan or scheme to evade the prohibitions of SEC Rule 10b-5.

2. Rule 10b5-1 Plans may not be adopted or substantively modified (as defined in paragraph 4 below) during a blackout period, unless approved by the Compliance Officer in limited circumstances consistent with the Nu Skin Enterprises, Inc. Securities Trading Policy, or while in possession of material nonpublic information.

3. For directors and officers (as defined by SEC Rule 16a-1(f)), trades under a 10b5-1 Plan may commence at the beginning of the trading day on the later of (a) the 91st day after adoption of the plan or (b) the third business day following the filing date of the Form 10-Q for the fiscal quarter during which the plan was adopted (or the Form 10-K if during the fourth quarter), subject to a maximum of 120 days after adoption. For all other persons, trades can commence at the beginning of the trading day on the 31st day following the plan's adoption. The waiting period prescribed in this paragraph is referred to as a "cooling-off period."

4. Any substantive modification of a Rule 10b5-1 Plan (*e.g.*, a modification that affects the amount, price, or timing of transactions under the plan) is treated as a termination of the plan, such that transactions under the plan must cease and a new cooling-off period must elapse before trading under the plan can resume. Non-substantive modifications (*e.g.*, a change in account information) may take effect immediately without triggering a new cooling-off period.

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5. Rule 10b5-1 Plans must comply with Rule 10b5-1's provisions (taking into account any applicable SEC interpretations thereunder) that (a) impose a limit of one Rule 10b5-1 Plan every 12 months that is designed to be executed in a single trade; and (b) permit a person to have only a single Rule 10b5-1 Plan active at any time, subject to limited exceptions, including for certain "sell-to-cover" plans to satisfy required tax withholding obligations. It is permissible for an individual to adopt a second Rule 10b5-1 Plan while having an active Rule 10b5-1 Plan in place so long as the second plan cannot commence trading until all trades under the earlier plan have been executed or the plan has expired.

6. If a Rule 10b5-1 Plan is terminated, trades under a new Rule 10b5-1 Plan may not commence until after the date on which a cooling-off period beginning on the termination date of the terminated plan would elapse.

7. Terminations of Rule 10b5-1 Plans are discouraged because they may be interpreted by the SEC as evidence of abuse of the rule or bad faith and undermine an individual's ability to rely on the protection afforded by Rule 10b5-1. To avoid the appearance of abuse or bad faith, if a Rule 10b5-1 Plan is terminated, market transactions that correspond to transactions contemplated by the Rule 10b5-1 Plan are discouraged for 30 days following such termination. For example, where the terminated plan contemplated the sale of shares, such a sale is discouraged for 30 days.

Each board member, officer and other Section 16 insider understands that (1) SEC rules require the Company to publicly disclose the adoption or termination of a Rule 10b5-1 Plan adopted by such persons, as well as some of the plan's terms; and (2) the approval or adoption of a pre-planned selling program in no way reduces or eliminates such person's obligations under Section 16 of the Exchange Act, including such person's disclosure and short-swing trading liabilities thereunder. If any questions arise, such person should consult with their own counsel in implementing a Rule 10b5-1 Plan.

Exhibit 21.1

SUBSIDIARIES OF THE REGISTRANT

Beauty Biosciences LLC , a Texas limited liability company

Big Planet, Inc., a Delaware corporation

Corner Canyon Canada, Inc., an Ontario corporation

Corner Canyon Manufacturing, Inc., a Utah corporation

Elevate Nutraceuticals LLC, a Utah limited liability company

Grōv Technologies, LLC, a Utah limited liability company

Grow Solutions Tech LLC, a Utah limited liability company

Guangdong Xingchuang Daily-Use & Health Products Co. Ltd., a Chinese company

Ingredient Innovations International Company, a Delaware corporation

Innuvate Health Sciences LLC, a Utah limited liability company

LifeDNA, Inc., a Delaware corporation

L&W Holdings, Inc., a Utah corporation

Mavely Seller LLC, a Delaware limited liability company

NOX Technologies, Inc., a Delaware corporation

NSE Asia Products, Pte. Ltd., a Singapore corporation

NSE Investments, Inc., a Delaware corporation

NSE Products Europe BV, a Belgium private limited liability company

NSE Products, Inc., a Delaware corporation

NSEMC, Inc., a Delaware corporation

Nu Berry, LLC, a Utah limited liability company

Nu Skin (China) Daily-Use & Health Products Co., Ltd., a Chinese company

Nu Skin (Malaysia) Sdn. Bhd., a Malaysia corporation

Nu Skin Argentina, Inc., a Utah corporation

Nu Skin Asia Holdings, Pte. Ltd., a Singapore corporation

Nu Skin Asia Investment, Inc., a Delaware corporation

Nu Skin Beauty and Wellness Co. Ltd., a Chinese company

Nu Skin Brazil, Ltda., a Brazil limited liability company

Nu Skin Canada, Inc., a Utah corporation

Nu Skin Colombia, Inc., a Delaware corporation

Nu Skin Czech Republic, s.r.o., a Czech Republic limited liability company

Nu Skin Eastern Europe Kft., a Hungary limited liability company

Nu Skin El Salvador, S.A. de C.V., an El Salvador corporation

Nu Skin Enterprises (Thailand) Limited, a Delaware corporation

Nu Skin Enterprises (Thailand) Limited, a Thailand corporation

Nu Skin Enterprises Australia, Inc., a Utah corporation

Nu Skin Enterprises Chile Ltda., a Chile limited liability company

Nu Skin Enterprises de Venezuela, C.A., a Venezuela corporation

Nu Skin Enterprises Hong Kong, LLC, a Delaware limited liability company

Nu Skin Enterprises New Zealand, Inc., a Utah corporation

Nu Skin Enterprises Philippines, LLC, a Delaware limited liability company

Nu Skin Enterprises Poland Sp. z o.o., a Poland limited liability company

Nu Skin Enterprises Singapore Pte. Ltd., a Singapore corporation

Nu Skin Enterprises South Africa (Proprietary) Limited, a South Africa proprietary limited company

Nu Skin Enterprises SRL, a Romania limited liability company

Nu Skin Enterprises Ukraine, LLC, a Ukraine limited liability company

Nu Skin Enterprises United States, Inc., a Delaware corporation

Nu Skin Enterprises Vietnam Limited Liability Company, a Vietnam limited liability company

Nu Skin France, SRL, a France limited liability company

Nu Skin Germany, GmbH, a Germany limited liability company

Nu Skin Honduras, S.A., a Honduras corporation

Nu Skin India Private Limited, an India private limited company

Nu Skin International Management Group, Inc., a Utah corporation

Nu Skin International, Inc., a Utah corporation

Nu Skin Islandi ehf., an Iceland private limited liability company

Nu Skin Israel, Inc., a Delaware corporation

Nu Skin Italy, Srl, an Italy limited liability company

Nu Skin Japan Company, Limited, a Japan corporation

Nu Skin Korea Ltd., a Korea corporation

Nu Skin Malaysia Holdings Sdn. Bhd., a Malaysia corporation

Nu Skin Mexico, S.A. de C.V., a Mexico corporation

Nu Skin Netherlands, B.V., a Netherlands private limited liability company

Nu Skin New Caledonia EURL, a France limited company

Nu Skin Norway AS, a Norway private limited liability company

Nu Skin Peru S.A.C., a Peru company

Nu Skin Scandinavia A/S, a Denmark stock-based corporation

Nu Skin Services Costa Rica S.A., a Costa Rica corporation

Nu Skin Slovakia s.r.o., a Slovak Republic limited liability company

Nu Skin Taiwan, LLC, a Utah limited liability company

Nu Skin United Kingdom Ltd, a United Kingdom private company

NuSkin Belgium, NV, a Belgium limited liability company

NuSkin Pharmanex (B) Sdn. Bhd, a Brunei corporation

Pharmanex (Huzhou) Health Products Co., Ltd., a Chinese company

Pharmanex, LLC, a Delaware limited liability company

PT. Nu Skin Distribution Indonesia, an Indonesia corporation

PT. Nusa Selaras Indonesia, an Indonesia corporation

RHYZ Analytical, Inc., a Utah corporation

RHYZ Inc., a Delaware corporation

Rhyz India Private Limited, an India private limited company

Shanghai NU Town E-commerce Co. Ltd., a Chinese company

Shanghai Nuskin Chuangxing Daily-Use & Health Product Co. Ltd., a Chinese company

Treviso, LLC, a Utah limited liability company

Vertical Eden LLC, a Utah limited liability company

Wasatch Product Development, LLC, a Utah limited liability company

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-130304, 333-167690, 333-190508, 333-211617, 333-238908, 333-252976 and 333-280044) of Nu Skin Enterprises, Inc. of our report dated February 14, 2025 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Salt Lake City, Utah
February 14, 2025

EXHIBIT 31.1

SECTION 302 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Ryan. S. Napierski, certify that:

1. I have reviewed this annual report on Form 10-K of Nu Skin Enterprises, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 14, 2025

/s/ Ryan. S. Napierski
Ryan. S. Napierski
Chief Executive Officer

EXHIBIT 31.2

SECTION 302 CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, James D. Thomas, certify that:

1. I have reviewed this annual report on Form 10-K of Nu Skin Enterprises, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 14, 2025

/s/ James D. Thomas
James D. Thomas
Chief Financial Officer

EXHIBIT 32.1

SECTION 906 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Nu Skin Enterprises, Inc. (the "Company") on Form 10-K for the period ended December 31, 2024 (the "Report"), I, Ryan. S. Napierski, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 14, 2025

/s/ Ryan. S. Napierski
Ryan. S. Napierski
Chief Executive Officer

EXHIBIT 32.2

SECTION 906 CERTIFICATION OF CHIEF FINANCIAL OFFICER

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Nu Skin Enterprises, Inc. (the "Company") on Form 10-K for the period ended December 31, 2024 (the "Report"), I, James D. Thomas, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 14, 2025

/s/ James D. Thomas
James D. Thomas
Chief Financial Officer