

Everest Upgrade Participation Amendment and Payment Agreement

Version S2 Everest Edition BioPhotonic Scanner North America

This Participation and Payment Amendment ("Amendment") is entered into as of this ____ day of _____, 200_ (the "Effective Date") between Nu Skin United States, Inc., a Delaware corporation or Nu Skin Canada Inc, NSI, ("Lessor"), and the below identified Lessee. The Agreement consists of the original Scanner Agreement, as amended by this page ("Signature Page"). The terms of this Amendment:

A. Scanner. This Amendment is to initiate an upgrade of equipment hardware and software related to the leased personal property and related software known as the Pharmanex BioPhotonic Scanner ("Scanner"). Upgrade of the leased property will hereafter be in effect for the Pharmanex BioPhotonic Scanner and known as an 'Everest Edition' S2 BioPhotonic Scanner. Lessee knowingly supplies this signature document to request equipment upgrade and pay related fees as listed.

B. Everest Upgrade Fees. This Amendment allows Lessor to collect a one time upgrade participation fee of \$250.00 USD or \$265.00 CAD respectively and is due and payable upon shipment to Lessee of upgraded equipment, which upgrade fee shall be non-refundable and non-transferable under any circumstance.

C. Rental. Basic Rental of \$199.00 USD or \$239.00 CAD monthly plus all Assessments, shall continue to be due and payable *in arrears* on the 5th business day of the next calendar month. Each Rental payment shall be payable by Lessee's credit card as supplied in Lessee's Master Lease and Licensing Agreement and will continue under the terms of that original Agreement.

D. Credit Card Information for 'Everest Edition' equipment upgrade participation:

Discover Card American Express VISA Credit VISA Debit MasterCard Credit MasterCard Debit
Credit Card Number (PRINT CLEARLY) _____ Exp. Date ____/____/____
Credit Card Billing Address, Zip Code _____
Card Holder Name as it Appears on the Credit Card _____

Cardholder's Signature: Use of the card is authorized by Lessee's signature on this Signature Page.

E. Terms and Conditions. Except as specifically amended by this Signature Page, all other terms and conditions with respect to Lessee's BioPhotonic Scanner Lease Agreement shall remain in full force and effect unless changed by written agreement executed by both parties.

LESSOR/LICENSOR:

NU SKIN ENTERPRISES UNITED STATES, INC.

By: _____
Name: _____
Its: _____
Address: 75 West Center Street
 Provo, Utah 84601
ATTN: _____

(1) LESSEE/LICENSEE (IF AN INDIVIDUAL):

Name (print or type): _____
Signature: _____
Address: _____

Telephone Number: _____
Social Security No.: _____

(2) LESSEE/LICENSEE (IF A CORPORATION):

Name of corporation: _____
By: _____
Name of person signing: _____
Its: _____
Principal Corporate Address: _____

Telephone Number: _____

Ship my Everest S2 equipment to: _____ _____ _____ Email address: _____ Distributor Number: _____ (US or CA)

Select Equipment Return Option: <input type="radio"/> Email my UPS pick up label to me: I will print the label and personally take my current S2 to a local United Parcel Service hub or a UPS Store location immediately. <input type="radio"/> Send a UPS courier to pick up my scanner. <input type="radio"/> Please send a white corrugated S2 shipper box, I no longer have mine. I will be charged \$28 cost of goods for this box.
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Pharmanex will issue a United Parcel Service call tag to come reclaim my current S2 scanner equipment CS # _____. I will have the current equipment packaged and ready for pick up. Once pick up has been confirmed by Pharmanex, the upgraded Everest Edition S2 will be sent immediately and I will be notified.
*Please note: if UPS attempts the pick up and is unsuccessful at reclaiming the equipment, you will be deducted for the cost of reissuing any additional call tag(s).

Fax completed form to: 801-345-6869