

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

November 7, 2007

Date of Report (Date of earliest event reported)

NU SKIN ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

001-12421

(Commission File Number)

87-0565309

(IRS Employer
Identification Number)

75 West Center Street

Provo, UT 84601

(Address of principal executive offices and zip code)

(801) 345-1000

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

Item 1.01 Entry into a Material Definitive Agreement.

Amendments to Credit Agreements

On November 7, 2007, Nu Skin Enterprises, Inc. (the "Company") executed amendments (collectively, the "Amendments") to the following loan and credit agreements (collectively, the "Credit Agreements"): (i) Note Purchase Agreement dated October 12, 2000 between the Company and The Prudential Insurance Company of America, as amended; (ii) Credit Agreement dated May 10, 2001 among the Company, various financial institutions, and Bank of America, N.A., as Administrative Agent, as amended; and (iii) Private Shelf Agreement dated as of August 26, 2003 between the Company and Prudential Investment Management, Inc., as amended (the "Private Shelf Agreement"). The minimum consolidated net worth and minimum cash covenants (each as defined in the Credit Agreements) were amended with respect to each of the Credit Agreements. The lenders under the Credit Agreements agreed to adjust the minimum consolidated net worth covenant in a manner that will accommodate an expanded stock repurchase program recently implemented by the Company. In addition, the Company agreed to modify the minimum cash covenant to eliminate the expiration date on such covenant and reduce the minimum cash level from \$75 million to \$65 million.

The Company also executed letter agreements with the parties to the Credit Agreements to modify the collateral for the loans with respect to its subsidiary NSE Korea, Ltd. Under the letter agreement, the guaranty of NSE Korea, Ltd. will be released and the obligations will be secured by a pledge of 65% of the outstanding securities of NSE Korea to be consistent with the collateral provided with respect to other material foreign subsidiaries.

The Amendments are attached as Exhibits 99.1, 99.2, and 99.3 to this report and are incorporated by reference herein. The letter agreements are attached as Exhibits 99.4, 99.5, and 99.6 to this report and incorporated by reference herein.

Accelerated Share Repurchase

On November 7, 2007, the Company executed an agreement to purchase \$25 million of its Class A common stock from investment firm J.P. Morgan Chase Bank, N.A. using an accelerated share repurchase program. Under the repurchase agreement, approximately 1.3 million shares will be delivered initially to the Company. The final total of shares to be delivered is based on the difference between the initial purchase price per share and the volume weighted average trading price of the Company's common stock, minus a set discount, during a period of up to approximately 90 days.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibit.

- 99.1 Sixth Amendment to Note Purchase Agreement, dated as of July 28, 2006, between the Company and The Prudential Insurance Company of America.
- 99.2 Seventh Amendment to Credit Agreement, dated as of July 28, 2006, among the Company, various financial institutions, and JPMorgan Chase Bank, N.A. (as successor to Bank of America, N.A.) as administrative agent.
- 99.3 Sixth Amendment to Private Shelf Agreement, dated as of July 28, 2006, between the Company, Prudential Investment Management, Inc., and certain other lenders.
- 99.4 Letter Agreement between the Company and The Prudential Insurance Company of America.
- 99.5 Letter Agreement among the Company, various financial institutions, and JPMorgan Chase Bank, N.A. (as successor to Bank of America, N.A.) as administrative agent.
- 99.6 Letter Agreement among the Company, Prudential Investment Management, Inc., and certain other lenders.
- 99.7 Accelerated Share Repurchase Agreement between the Company and JP Morgan Chase Bank, N.A.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NU SKIN ENTERPRISES, INC.
(Registrant)

/s/ D. Matthew Dorny
D. Matthew Dorny
Vice President

Date: November 13, 2007

EXHIBIT INDEX

Exhibit No. Exhibit Description

- 99.1 Sixth Amendment to Note Purchase Agreement, dated as of July 28, 2006, between the Company and The Prudential Insurance Company of America.
- 99.2 Seventh Amendment to Credit Agreement, dated as of July 28, 2006, among the Company, various financial institutions, and JPMorgan Chase Bank, N.A. (as successor to Bank of America, N.A.) as administrative agent.
- 99.3 Sixth Amendment to Private Shelf Agreement, dated as of July 28, 2006, between the Company, Prudential Investment Management, Inc., and certain other lenders.
- 99.4 Letter Agreement between the Company and The Prudential Insurance Company of America.
- 99.5 Letter Agreement among the Company, various financial institutions, and JPMorgan Chase Bank, N.A. (as successor to Bank of America, N.A.) as administrative agent.
- 99.6 Letter Agreement among the Company, Prudential Investment Management, Inc., and certain other lenders.
- 99.7 Accelerated Share Repurchase Agreement between the Company and JP Morgan Chase Bank, N.A.

SIXTH AMENDMENT TO NOTE PURCHASE AGREEMENT

THIS SIXTH AMENDMENT, dated as of November 7, 2007 (this “**Sixth Amendment**”), to the Note Purchase Agreement, dated as of October 12, 2000 (as amended to date, the “**Note Agreement**”), is between Nu Skin Enterprises, Inc., a Delaware corporation (the “**Company**”), and The Prudential Insurance Company of America (“**Prudential**”).

RECITALS

A. Pursuant to the request of the Company, the Company and Prudential now desire to amend the Note Agreement in the respects, but only in the respects, hereinafter set forth.

B. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Agreement unless herein defined or the context shall otherwise require.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Sixth Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, upon the full and complete satisfaction of the conditions precedent to the effectiveness of this Sixth Amendment set forth in Section 3 hereof, and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Prudential do hereby agree as follows:

Section 1 Amendments to Note Agreement.

1.1 Section 10.4 of the Note Agreement is hereby amended and restated to read as follows:

10.4 Minimum Consolidated Net Worth.

The Company will not, at any time, permit Consolidated Net Worth to be less than the sum of (i) \$232,022,366, (ii) an

aggregate amount equal to 60% of Consolidated Net Income (in each case, to the extent a positive number) for each complete fiscal quarter ending on or after September 30, 2007, and (iii) 50% of the net proceeds realized by the Company and its Restricted Subsidiaries after June 30, 2007 from (a) the sale of Equity Securities, excluding issuances of Equity Securities upon exercise of employee stock options or rights under any employee benefit plans (excluding such exercise by any Person that owns greater than 5% of the Equity Securities of the Company), (b) issuances of Equity Securities in connection with acquisitions by the Company and its Restricted Subsidiaries, and (c) reissuances of up to \$60,000,000 of treasury securities purchased by the Company.

1.2 Section 10.11 of the Note Agreement is hereby amended and restated to read as follows:

10.11 Minimum Cash.

The Company covenants that at no time will Available Cash be less than \$65,000,000. For purposes hereof “Available Cash” shall mean the difference between (i) the amount of the consolidated cash and cash equivalents of the Company and Restricted Subsidiaries and (ii) the aggregate amount outstanding under revolving credit facilities on which the Company or any Restricted Subsidiaries are obligated as borrowers or guarantors.

1.3 Schedule A of the Note Agreement is hereby further amended by inserting therein in the proper alphabetical order the following definitions of “Sixth Amendment” and “Sixth Amendment Effective Date”, as follows:

“**Sixth Amendment**” means that certain Sixth Amendment to Note Purchase Agreement, dated as of November [___], 2007, between the Company and The Prudential Insurance Company of America.

“**Sixth Amendment Effective Date**” shall have the meaning specified in the Sixth Amendment.

Section 2 Representations and Warranties and Covenants of the Company.

2.1 To induce Prudential to execute and deliver this Sixth Amendment (which representations shall survive the execution and delivery of this Sixth Amendment), the Company represents and warrants to Prudential that:

- (a) this Sixth Amendment has been duly authorized, executed and delivered by it and this Sixth Amendment constitutes the legal, valid and binding obligation, contract and agreement of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (b) the Note Agreement, as amended by this Sixth Amendment, constitutes the legal, valid and binding obligation, contract and agreement of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (c) the execution, delivery and performance by the Company of this Sixth Amendment (i) has been duly authorized by all requisite corporate action and, if required, shareholder action, (ii) does not require the consent or approval of any governmental or regulatory body or agency, and (iii) will not (A) violate (1) any provision of law, statute, rule or regulation or its certificate of incorporation or bylaws, (2) any order of any court or any rule, regulation or order of any other agency or government binding upon it, or (3) any provision of any material indenture, agreement or other instrument to which it is a party or by which

its properties or assets are or may be bound, or (B) result in a breach or constitute (alone or with due notice or lapse or both) a default under any indenture, agreement or other instrument referred to in clause (iii)(A)(3) of this Section 2.1(c); and

(d) as of the date hereof and after giving effect to this Sixth Amendment, no Default or Event of Default has occurred which is continuing.

2.2 The Company agrees that it shall promptly pay the reasonable fees and expenses of Bingham McCutchen LLP in connection with the negotiation, preparation, approval, execution and delivery of this Sixth Amendment.

Section 3 Conditions to Effectiveness of This Agreement.

This Sixth Amendment shall become effective as of the opening of business on the date hereof (the “**Sixth Amendment Effective Date**”) upon (a) the delivery to Prudential of executed counterparts of this Sixth Amendment, duly executed by the Company, the Subsidiary Guarantors named as signatories hereto and the Required Holders, and (b) the delivery to Prudential of a fully executed and effective amendment to the Company’s principal bank credit agreement which provides for an amendment thereto which is substantially identical to that provided herein.

Section 4 Miscellaneous.

4.1 This Sixth Amendment may be executed in any number of counterparts, each counterpart constituting an original, but all together only one agreement.

4.2 The amendments, limited waiver and other modifications set forth in this Sixth Amendment shall be limited precisely as written and shall not be deemed to be (a) an amendment, consent or waiver of any other terms or conditions of the Note Agreement or any other document related to the Note Agreement, or (b) a consent to any future amendment, consent or waiver. Except as expressly set forth in this letter, the Note Agreement and the documents related to the Note Agreement shall continue in full force and effect.

4.3 This Sixth Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____ Its: Vice President

NU SKIN ENTERPRISES, INC.

By: _____ Name: Its:

The undersigned Subsidiary Guarantors hereby consent and agree to the foregoing, and to each previous amendment to the Note Purchase Agreement.

NU SKIN ENTERPRISES HONG KONG, INC., a Delaware corporation NU SKIN INTERNATIONAL, INC., a Utah corporation
NU SKIN TAIWAN, INC., a Utah corporation NU SKIN UNITED STATES, INC., a Delaware corporation BIG PLANET, INC., a
Delaware corporation NSE PRODUCTS, INC., a Delaware corporation NU SKIN ASIA INVESTMENT, INC., a Delaware
corporation

By: _____ Name: Title:

NSE KOREA, LTD.,

a Korean corporation

By: _____ Name: Title:

SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT dated as of November 7, 2007 (this "Amendment") amends the Credit Agreement dated as of May 10, 2001 (as previously amended, the "Credit Agreement") among Nu Skin Enterprises, Inc. (the "Company"), various financial institutions (the "Lenders") and JPMorgan Chase Bank, N.A. (as successor to Bank One, NA), as successor administrative agent (in such capacity, the "Administrative Agent"). Terms defined in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used herein as defined therein.

WHEREAS, the Company, the Lenders and the Administrative Agent have entered into the Credit Agreement; and

WHEREAS, the parties hereto desire to amend the Credit Agreement in certain respects as more fully set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3, the Credit Agreement is amended as follows:

1.1 Amendment to Section 10.1.1. Section 10.1.1 is amended in its entirety to read as follows:

10.1.1 Minimum Consolidated Net Worth. Not, at any time, permit Consolidated Net Worth to be less than the sum of (i) \$232,022,366, (ii) an aggregate amount equal to 60% of Consolidated Net Income (in each case, to the extent a positive number) for each complete fiscal quarter ending on or after September 30, 2007, and (iii) 50% of the net proceeds realized by the Company and its Restricted Subsidiaries after June 30, 2007 from (a) the sale of Equity Securities, excluding issuances of Equity Securities upon exercise of employee stock options or rights under any employee benefit plans (excluding such exercise by any Person that owns greater than 5% of the Equity Securities of the Company), (b) issuances of Equity Securities in connection with acquisitions by the Company and its Restricted Subsidiaries, and (c) reissuances of up to \$60,000,000 of treasury securities purchased by the Company.

1.2 Amendment to Section 10.10.3. Section 10.10.3 is amended in its entirety to read as follows:

10.10.3 Minimum Cash. Not at any time permit Available Cash be less than \$65,000,000. For purposes hereof "Available Cash" shall mean the difference between (i) the amount of the consolidated cash and cash equivalents of the Company and Restricted Subsidiaries and (ii) the aggregate amount outstanding under revolving credit facilities on which the Company or any Restricted Subsidiaries are obligated as borrowers or guarantors.

SECTION 2 Warranties. The Company represents and warrants to the Administrative Agent and the Lenders that (a) each warranty set forth in Section 9 of the Credit Agreement is true and correct in all material respects as of the date of the execution and delivery of this Amendment by the Company, with the same effect as if made on such date (except to the extent any such warranty expressly relates to a specific earlier date, in which case such warranty was true and correct in all material respects as of such earlier date), (b) no Event of Default or Unmatured Event of Default exists and (c) the Credit Agreement as amended hereby constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3 Effectiveness. The amendments set forth in Section 1 above shall become effective as of the date first written above when the Administrative Agent has received (i) counterparts of this Amendment executed by the Company and the Required Lenders, (ii) a Confirmation, substantially in the form of Exhibit A, signed by the Company and each Subsidiary Guarantor and (iii) fully executed and effective amendments to the Senior Note Purchase Agreement and the Company's Multi-Currency Private Shelf Agreement dated as of August 26, 2003 which provide for amendments thereto which are substantially identical to that provided herein.

SECTION 4 Miscellaneous.

4.1 Continuing Effectiveness, etc. As herein amended, the Credit Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Amendment, all references in the Credit Agreement and the other Loan Documents to "Credit Agreement" or similar terms shall refer to the Credit Agreement as amended hereby.

4.2 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Amendment. Delivery to the Administrative Agent of a counterpart hereof, or a signature page hereto, by facsimile shall be effective as an original, manually-signed counterpart.

4.3 Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York (without regard to principles of conflicts of laws, other than Title 15 of Article 5 of the New York General Obligations Law).

4.4 Successors and Assigns. This Amendment shall be binding upon the Company, the Lenders and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the Company, the Lenders and the Administrative Agent and the respective successors and assigns of the Lenders and the Administrative Agent.

Delivered as of the day and year first above written.

NU SKIN ENTERPRISES, INC.

By: /s/ Ritch Wood
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A. (as successor to
Bank One, NA), as Administrative Agent and as
a Lender

By
Title

Exhibit A

CONFIRMATION

Dated as of November __, 2007

To: JPMorgan Chase Bank, N.A., individually and as Administrative Agent (as defined below), and the other financial institutions party to the Credit Agreement referred to below

Please refer to (a) the Credit Agreement dated as of May 10, 2001 (as amended prior to the date hereof, the "Credit Agreement") among Nu Skin Enterprises, Inc., various financial institutions (the "Lenders") and JPMorgan Chase Bank, N.A., as successor to Bank One, NA (in such capacity, the "Administrative Agent"); (b) the other "Loan Documents" (as defined in the Credit Agreement), including the Guaranty and the Pledge Agreement; and (c) the Seventh Amendment dated as of the date hereof to the Credit Agreement (the "Amendment").

Each of the undersigned hereby confirms to the Administrative Agent and the Lenders that, after giving effect to the Amendment and the transactions contemplated thereby, each Loan Document to which such undersigned is a party continues in full force and effect and is the legal, valid and binding obligation of such undersigned, enforceable against such undersigned in accordance with its terms.

NU SKIN ENTERPRISES, INC.

By: /s/ Ritch Wood
Name: Ritch Wood
Title: Chief Financial Officer

NU SKIN INTERNATIONAL, INC.
NU SKIN ENTERPRISES HONG KONG, INC.
NU SKIN TAIWAN, INC.
NU SKIN ENTERPRISES UNITED STATES, INC. (f/k/a Nu Skin United States, Inc.)
BIG PLANET, INC.
NSE PRODUCTS, INC.
NU SKIN ASIA INVESTMENT, INC.

By: /s/ D. Matthew Dorny
Name: D. Matthew Dorny
Title: Vice President

NSE KOREA LTD. (a Korean corporation)

By: /s/ Luke Yoo
Name: Luke Yoo
Title: Vice President

SIXTH AMENDMENT TO PRIVATE SHELF AGREEMENT

THIS SIXTH AMENDMENT, dated as of November 7, 2007 (this “**Sixth Amendment**”), to the Multi-Currency Private Shelf Agreement, dated as of August 26, 2003 (as amended to date, the “**Private Shelf Facility**”), is between Nu Skin Enterprises, Inc., a Delaware corporation (the “**Company**”), on the one hand, and Prudential Investment Management, Inc. and the holders of the Series A Senior Notes, Series B Senior Notes, Series C Senior Notes, Series D Senior Notes, Series E Senior Notes and Series F Senior Notes issued under the Private Shelf Facility that are signatories hereto (collectively “**Prudential**”), on the other hand.

RECITALS

- A. Pursuant to the request of the Company, the Company and Prudential now desire to amend the Private Shelf Facility in the respects, but only in the respects, hereinafter set forth.
- B. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Private Shelf Facility unless herein defined or the context shall otherwise require.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Sixth Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, upon the full and complete satisfaction of the conditions precedent to the effectiveness of this Sixth Amendment set forth in Section 3 hereof, and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Prudential do hereby agree as follows:

Section 1 Amendments to Private Shelf Facility.

1.1 Section 10.4 of the Private Shelf Facility is hereby amended and restated to read as follows:

10.4 Minimum Consolidated Net Worth.

The Company will not, at any time, permit Consolidated Net Worth to be less than the sum of (i) \$232,022,366, (ii) an

aggregate amount equal to 60% of Consolidated Net Income (in each case, to the extent a positive number) for each complete fiscal quarter ending on or after September 30, 2007, and (iii) 50% of the net proceeds realized by the Company and its Restricted Subsidiaries after June 30, 2007 from (a) the sale of Equity Securities, excluding issuances of Equity Securities upon exercise of employee stock options or rights under any employee benefit plans (excluding such exercise by any Person that owns greater than 5% of the Equity Securities of the Company), (b) issuances of Equity Securities in connection with acquisitions by the Company and its Restricted Subsidiaries, and (c) reissuances of up to \$60,000,000 of treasury securities purchased by the Company.

1.2 Section 10.11 of the Private Shelf Facility is hereby amended and restated to read as follows:

10.11 Minimum Cash.

The Company covenants that at no time will Available Cash be less than \$65,000,000. For purposes hereof "Available Cash" shall mean the difference between (i) the amount of the consolidated cash and cash equivalents of the Company and Restricted Subsidiaries and (ii) the aggregate amount outstanding under revolving credit facilities on which the Company or any Restricted Subsidiaries are obligated as borrowers or guarantors.

1.3 Schedule A of the Private Shelf Facility is hereby further amended by inserting therein in the proper alphabetical order the following definitions of “Sixth Amendment” and “Sixth Amendment Effective Date”, as follows:

“**Sixth Amendment**” means that certain Sixth Amendment to Private Shelf Agreement, dated as of November [___], 2007, between the Company, on the one hand, and Prudential and the holders of Notes signatory thereto, on the other hand.

“**Sixth Amendment Effective Date**” shall have the meaning specified in the Sixth Amendment.

Section 2 Representations and Warranties and Covenants of the Company.

2.1 To induce Prudential to execute and deliver this Sixth Amendment (which representations shall survive the execution and delivery of this Sixth Amendment), the Company represents and warrants to Prudential that:

- (a) this Sixth Amendment has been duly authorized, executed and delivered by it and this Sixth Amendment constitutes the legal, valid and binding obligation, contract and agreement of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (b) the Private Shelf Facility, as amended by this Sixth Amendment, constitutes the legal, valid and binding obligation, contract and agreement of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

- (c) the execution, delivery and performance by the Company of this Sixth Amendment (i) has been duly authorized by all requisite corporate action and, if required, shareholder action, (ii) does not require the consent or approval of any governmental or regulatory body or agency, and (iii) will not (A) violate (1) any provision of law, statute, rule or regulation or its certificate of incorporation or bylaws, (2) any order of any court or any rule, regulation or order of any other agency or government binding upon it, or (3) any provision of any material indenture, agreement or other instrument to which it is a party or by which its properties or assets are or may be bound, or (B) result in a breach or constitute (alone or with due notice or lapse or both) a default under any indenture, agreement or other instrument referred to in clause (iii)(A)(3) of this Section 2.1(c); and
- (d) as of the date hereof and after giving effect to this Sixth Amendment, no Default or Event of Default has occurred which is continuing.

2.2 The Company agrees that it shall promptly pay the reasonable fees and expenses of Bingham McCutchen LLP in connection with the negotiation, preparation, approval, execution and delivery of this Sixth Amendment.

Section 3 Conditions to Effectiveness of This Agreement.

This Sixth Amendment shall become effective as of the opening of business on the date hereof (the “**Sixth Amendment Effective Date**”) upon (a) the delivery to Prudential of executed counterparts of this Sixth Amendment, duly executed by the Company, the Subsidiary Guarantors named as signatories hereto and the Required Holders, and (b) the delivery to Prudential of a fully executed and effective amendment to the Company’s principal bank credit agreement which provides for an amendment thereto which is substantially identical to that provided herein.

Section 4 Miscellaneous.

- 4.1 This Sixth Amendment may be executed in any number of counterparts, each counterpart constituting an original, but all together only one agreement.
- 4.2 The amendments, limited waiver and other modifications set forth in this Sixth Amendment shall be limited precisely as written and shall not be deemed to be (a) an amendment, consent or waiver of any other terms or conditions of the Private Shelf Facility or any other document related to the Private Shelf Facility, or (b) a consent to any future amendment, consent or waiver. Except as expressly set forth in this letter, the Private Shelf Facility and the documents related to the Private Shelf Facility shall continue in full force and effect.
- 4.3 This Sixth Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PRUDENTIAL INVESTMENT MANAGEMENT, INC.

By: _____ Its:
Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____ Its:
Vice President

PRUCO LIFE INSURANCE COMPANY

By: _____ Its:
Vice President

BAYSTATE INVESTMENTS, LLC Prudential Private Placement Investors, L.P.,

as Investment Advisor By: Prudential Private Placement Investors, Inc., General Partner

By: _____ Its:
Vice President

**GOLDEN AMERICAN LIFE INSURANCE COMPANY Prudential
Private Placement Investors, L.P.,**

as Investment Advisor By: Prudential Private Placement Investors, Inc., General Partner

By: _____ Its:
Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc.,
Investment Manager

By: _____ Its:
Vice President

NU SKIN ENTERPRISES, INC.

By: _____ Name:Its:

The undersigned Subsidiary Guarantors hereby consent and agree to the foregoing, and to each previous amendment to the Private Shelf Agreement. NU SKIN ENTERPRISES HONG KONG, INC., a Delaware corporation NU SKIN INTERNATIONAL, INC., a Utah corporation NU SKIN TAIWAN, INC., a Utah corporation NU SKIN UNITED STATES, INC., a Delaware corporation BIG PLANET, INC., a Delaware corporation NSE PRODUCTS, INC., a Delaware corporation NU SKIN ASIA INVESTMENT, INC., a Delaware corporation

By: _____ Name:Title:

NSE KOREA, LTD.,

a Korean corporation

By: _____ Name:Title:

October [___], 2007

Nu Skin Enterprises, Inc. Nu
Skin Korea, Ltd. One
Nu Skin Plaza
75 West Center Street Provo,
Utah 84601

Attention: Chief Financial Officer

Re: Limited Release of Certain Liens and Guarantor in connection with Note Purchase Agreement dated as of October 12, 2000

Ladies and Gentlemen:

Reference is made to (a) the Note Purchase Agreement, dated as of October 12, 2000 (as amended or otherwise modified from time to time, the "**Note Agreement**"), by and between Nu Skin Enterprises, Inc., a Delaware corporation (the "**Company**") and The Prudential Insurance Company of America ("**Prudential**"), and (b) the Subsidiary Guaranty, dated as of October 12, 2000 (as amended or otherwise modified from time to time, the "**Guaranty**"), executed by the Subsidiary Guarantors in favor of the holders from time to time of the Notes issued under the Note Agreement (the "**Noteholders**"). Capitalized terms not defined herein shall have the meanings given to such terms in the Note Agreement.

1. **Background.** As security for the payment of the Secured Obligations (as defined in the Pledge Agreement) and pursuant to the terms of the Second Amendment to the Note Agreement, the Company previously pledged 100% of the issued and outstanding Equity Securities of its then Material Domestic Subsidiary, NSE Korea, Ltd. ("**NSE Korea**"), a company organized under the laws of the Republic of Korea and domesticated in the State of Delaware, in favor of the Collateral Agent pursuant to the Pledge Agreement, which pledge also included all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of such Equity Securities of NSE Korea, and the certificates or other instruments representing any of such Equity Securities of NSE Korea and any interest of the Company in the entries on the books of any securities intermediary pertaining thereto, and all dividends, distributions, returns of capital, cash, warrants, option, rights, instruments, right to vote or manage the business of NSE Korea pursuant to organizational documents governing the rights and obligations of the stockholders, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Securities of NSE Korea (collectively, the "**Pledged Korean Securities**"). Additionally, NSE Korea has guaranteed the Company's obligations to the Noteholders pursuant to the Guaranty. Subsequent to aforementioned pledge and guaranty, NSE Korea was undomesticated as a Delaware corporation, and became a Material Foreign Subsidiary organized solely under laws of the Republic of Korea. Under Section 9.6(a) of the Note Agreement, the Company is only required to pledge 65% of the voting power of all classes of Equity Securities entitled to vote of a Material Foreign Subsidiary, in lieu of causing such subsidiary to deliver a subsidiary guaranty. As such, the Company has requested that the Noteholders release NSE Korea from the Guaranty and authorize the release of a certain amount of the Pledged Korean Securities, and the Noteholders are willing to do so, subject to the conditions and in reliance on the representations and warranties set forth herein.

2. **Authorization to Release Certain Liens.**

(a) Subject to the provisions of Section 5 hereof, the undersigned, constituting all of the Noteholders, hereby authorize the Collateral Agent to release any of its Liens in or upon the Pledged Korean Securities that exceed 65% of the voting power of all classes of Equity Securities entitled to vote of NSE Korea (the "**Excess Amount**"), including all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Excess Amount.

(b) This authorization to release certain liens set forth in this letter agreement shall be limited precisely as written and shall not be deemed to be (i) an amendment, waiver, release or other modification of any other terms or conditions of any of the Notes, the Note Agreement, the Collateral Documents or any other agreement or document related to such documents, or (ii) a consent to any future amendment, consent, waiver, release or other modification. Except as expressly set forth in this letter agreement, each of the Notes, the Note Agreement, the Collateral Documents and the other agreements and documents related to such documents shall continue in full force and effect.

3. **Release of Guarantor.** Subject to the provisions of Section 5 hereof, without recourse and without any representation or warranty of any kind, express or implied, the undersigned, constituting all of the Noteholders, hereby release NSE Korea from all of its obligations liabilities and duties arising after the date hereof under the Guaranty.

4. **Representations, Warranties and Covenants.** In order to induce the undersigned Noteholders to enter into this letter agreement, the Company hereby represents, warrants and covenants that:

(a) each of the representations and warranties set forth in Section 5 of the Note Agreement is true, correct and complete, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true, correct and complete as of such earlier date; and

(b) no Default or Event of Default is in existence.

5. **Effectiveness.** The foregoing waiver shall be effective, subject to the accuracy of the above representations and warranties, when: (a) each of the undersigned shall have received a fully executed and delivered counterpart of this letter agreement; (b) Prudential shall have received a copy of a fully executed and effective agreement with the Company's principal bank group creditors, which provides for a release of liens and guaranty substantially identical to that provided herein; and (c) Bingham McCutchen LLP shall have received, by wire transfer of immediately available funds, payment of all its unpaid legal fees and disbursements as of the date hereof.

6. **Counterparts.** This document may be executed in multiple counterparts, which together shall constitute a single document.

7. **Governing Law.** This letter agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

[Signature pages follow.]

Sincerely,

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA**

By:
Its: Vice President

Accepted and agreed to effective
the date first appearing above:

NU SKIN ENTERPRISES, INC.,

a Delaware corporation

By: /s/ Ritch Wood
Name: Ritch Wood
Title: Chief Financial Officer

NSE KOREA, LTD.,

a Korean corporation

By: /s/ Luke Yoo
Name: Luke Yoo
Title: Vice President

Each of the undersigned Subsidiary Guarantors hereby consents to the modification effected in this letter agreement and the transactions contemplated hereby, reaffirms its obligations under the Subsidiary Guaranty and its waivers, as set forth in the Guaranty, of each and every one of the possible defenses to such obligations. In addition, each of the following entities reaffirms that its obligations under the Guaranty are separate and distinct from the Company's obligations.

NU SKIN ENTERPRISES HONG KONG, INC.,

a Delaware corporation

NU SKIN INTERNATIONAL, INC.,

a Utah corporation

NU SKIN TAIWAN, INC.,

a Utah corporation

NU SKIN UNITED STATES, INC.,

a Delaware corporation

BIG PLANET, INC.,

a Delaware corporation

NSE PRODUCTS, INC.,

a Delaware corporation

NU SKIN ASIA INVESTMENT, INC.,

a Delaware corporation

By: /s/ D. Matthew Dorny
Name: D. Matthew Dorny
Title: Vice President

November 7, 2007

Nu Skin Enterprises, Inc.
Nu Skin Korea, Ltd.
One Nu Skin Plaza
75 West Center Street
Provo, Utah 84601

Attention: Chief Financial Officer

Re: Limited Release of Certain Liens and Guarantor in connection with Credit Agreement

Ladies and Gentlemen:

Reference is made to (a) the Credit Agreement dated as of May 10, 2001 (as amended or otherwise modified from time to time, the "**Credit Agreement**") among Nu Skin Enterprises, Inc. (the "**Company**"), various financial institutions (the "**Lenders**") and JPMorgan Chase Bank, N.A. (as successor to Bank One, NA), as successor administrative agent (in such capacity, the "**Administrative Agent**"), and (b) the Subsidiary Guaranty dated as of May 10, 2001 (as amended or otherwise modified from time to time, the "**Guaranty**") executed by the Subsidiary Guarantors in favor of the Lenders and certain affiliates thereof. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

1. **Background.** As security for the payment of the Secured Obligations (as defined in the Pledge Agreement) and pursuant to the terms of the Credit Agreement, the Company previously pledged 100% of the issued and outstanding Equity Securities of its then Material Domestic Subsidiary, NSE Korea, Ltd. ("**NSE Korea**"), a company organized under the laws of the Republic of Korea and domesticated in the State of Delaware, in favor of the Collateral Agent pursuant to the Pledge Agreement, which pledge also included all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of such Equity Securities of NSE Korea, and the certificates or other instruments representing any of such Equity Securities of NSE Korea and any interest of the Company in the entries on the books of any securities intermediary pertaining thereto, and all dividends, distributions, returns of capital, cash, warrants, option, rights, instruments, right to vote or manage the business of NSE Korea pursuant to organizational documents governing the rights and obligations of the stockholders, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Securities of NSE Korea (collectively, the "**Pledged Korean Securities**"). Additionally, NSE Korea has guaranteed the Company's obligations to the Lenders and certain affiliates thereof pursuant to the Guaranty. Subsequent to the aforementioned pledge and guaranty, NSE Korea was undomesticated as a Delaware corporation, and became a Material Foreign Subsidiary organized solely under laws of the Republic of Korea. Under the Credit Agreement, the Company is only required to pledge 65% of the voting power of all classes of Equity Securities entitled to vote of a Material Foreign Subsidiary, and is not required to cause any Material Foreign Subsidiary to be a party to the Guaranty. As such, the Company has requested that the Lenders release NSE Korea from the Guaranty and authorize the release of a certain amount of the Pledged Korean Securities, and the Lenders are willing to do so, subject to the conditions and in reliance on the representations and warranties set forth herein.

2. **Authorization to Release Certain Liens.**

(a) Subject to the provisions of Section 5 hereof, the undersigned, constituting all of the Lenders, hereby authorize the Collateral Agent to release any of its Liens in or upon the Pledged Korean Securities that exceed 65% of the voting power of all classes of Equity Securities entitled to vote of NSE Korea (the "**Excess Amount**"), including all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Excess Amount.

(b) This authorization to release certain Liens set forth in this letter agreement shall be limited precisely as written and shall not be deemed to be (i) an amendment, waiver, release or other modification of any other terms or conditions of the Credit Agreement, any other Loan Document or any other agreement or document related to such documents, or (ii) a consent to any future amendment, consent, waiver, release or other modification. Except as expressly set forth in this letter agreement, each of the Credit Agreement, each other Loan Document and the other agreements and documents related to such documents shall continue in full force and effect.

3. **Release of Guarantor.** Subject to the provisions of Section 5 hereof, without recourse and without any representation or warranty of any kind, express or implied, the undersigned, constituting all of the Lenders, hereby release NSE Korea from all of its obligations liabilities and duties arising after the date hereof under the Guaranty.

4. **Representations, Warranties and Covenants.** In order to induce the undersigned Lenders to enter into this letter agreement, the Company hereby represents, warrants and covenants that:

(a) each of the representations and warranties set forth in Section 9 of the Credit Agreement is true, correct and complete, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true, correct and complete as of such earlier date; and

(b) no Event of Default or Unmatured Event of Default is in existence.

5. **Effectiveness.** The foregoing waiver shall be effective, subject to the accuracy of the above representations and warranties, when the Administrative Agent has received (a) counterparts of this letter agreement executed by the Lenders and (b) fully executed and effective letter agreements executed by all of the holders of outstanding notes under the Senior Note Purchase Agreement and the Company's Multi-Currency Private Shelf Agreement dated as of August 26, 2003, which provide for a release of liens and guaranty substantially identical to that provided herein.

6. **Counterparts.** This document may be executed in multiple counterparts, which together shall constitute a single document.

7. **Governing Law.** This letter agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

[Signature pages follow.]

Sincerely,

JPMORGAN CHASE BANK, N.A. (as successor to Bank One, NA), as Administrative Agent and as a Lender

By:
Name:
Title:

Accepted and agreed to effective the date first appearing above:

NU SKIN ENTERPRISES, INC.,

a Delaware corporation

By:
Name:
Title:

NSE KOREA, LTD.,

a Korean corporation

By:
Name:
Title:

Each of the undersigned Subsidiary Guarantors hereby consents to the modification effected in this letter agreement and the transactions contemplated hereby, reaffirms its obligations under the Subsidiary Guaranty and its waivers, as set forth in the Guaranty, of each and every one of the possible defenses to such obligations. In addition, each of the following entities reaffirms that its obligations under the Guaranty are separate and distinct from the Company's obligations.

NU SKIN ENTERPRISES HONG KONG, INC.,

a Delaware corporation

NU SKIN INTERNATIONAL, INC.,

a Utah corporation

NU SKIN TAIWAN, INC.,

a Utah corporation

NU SKIN ENTERPRISES UNITED STATES, INC.

(f/k/a Nu Skin United States, Inc.),

a Delaware corporation

BIG PLANET, INC.,

a Delaware corporation

NSE PRODUCTS, INC.,

a Delaware corporation

NU SKIN ASIA INVESTMENT, INC.,

a Delaware corporation

;By:
Name:
Title:

October [___], 2007

Nu Skin Enterprises, Inc.
Nu Skin Korea, Ltd.
One Nu Skin Plaza
75 West Center Street
Provo, Utah 84601
Attention: Chief Financial Officer

Re: Limited Release of Certain Liens and Guarantor in connection with Private Shelf Agreement dated as of August 26, 2003

Ladies and Gentlemen:

Reference is made to (a) the Private Shelf Agreement, dated as of August 26, 2003 (as amended or otherwise modified from time to time, the “**Shelf Agreement**”), by and between Nu Skin Enterprises, Inc., a Delaware corporation (the “**Company**”) and each Issuer Subsidiary which becomes party thereto, on the one hand, and Prudential Investment Management, Inc. (“**Prudential**”) and each Prudential Affiliate which becomes party thereto, on the other hand, and (b) the Subsidiary Guaranty, dated as of August 26, 2003 (as amended or otherwise modified from time to time, the “**Guaranty**”), executed by the Subsidiary Guarantors in favor of the holders from time to time of the Notes issued under the Shelf Agreement (the “**Noteholders**”). Capitalized terms not defined herein shall have the meanings given to such terms in the Shelf Agreement.

1. **Background.** As security for the payment of the Secured Obligations (as defined in the Pledge Agreement) and pursuant to the terms of the First Amendment to the Shelf Agreement, the Company previously pledged 100% of the issued and outstanding Equity Securities of its then Material Domestic Subsidiary, NSE Korea, Ltd. (“**NSE Korea**”), a company organized under the laws of the Republic of Korea and domesticated in the State of Delaware, in favor of the Collateral Agent pursuant to the Pledge Agreement, which pledge also included all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of such Equity Securities of NSE Korea, and the certificates or other instruments representing any of such Equity Securities of NSE Korea and any interest of the Company in the entries on the books of any securities intermediary pertaining thereto, and all dividends, distributions, returns of capital, cash, warrants, option, rights, instruments, right to vote or manage the business of NSE Korea pursuant to organizational documents governing the rights and obligations of the stockholders, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Securities of NSE Korea (collectively, the “**Pledged Korean Securities**”). Additionally, NSE Korea has guaranteed the Company’s obligations to the Noteholders pursuant to the Guaranty. Subsequent to aforementioned pledge and guaranty, NSE Korea was undomesticated as a Delaware corporation, and became a Material Foreign Subsidiary organized solely under laws of the Republic of Korea. Under Section 9.6(a) of the Shelf Agreement, the Company is only required to pledge 65% of the voting power of all classes of Equity Securities entitled to vote of a Material Foreign Subsidiary, in lieu of causing such subsidiary to deliver a subsidiary guaranty. As such, the Company has requested that the Noteholders release NSE Korea from the Guaranty and authorize the release of a certain amount of the Pledged Korean Securities, and the Noteholders are willing to do so, subject to the conditions and in reliance on the representations and warranties set forth herein.

2. **Authorization to Release Certain Liens.**

(a) Subject to the provisions of Section 5 hereof, the undersigned, constituting all of the Noteholders, hereby authorize the Collateral Agent to release any of its Liens in or upon the Pledged Korean Securities that exceed 65% of the voting power of all classes of Equity Securities entitled to vote of NSE Korea (the “**Excess Amount**”), including all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Excess Amount.

(b) This authorization to release certain liens set forth in this letter agreement shall be limited precisely as written and shall not be deemed to be (i) an amendment, waiver, release or other modification of any other terms or conditions of any of the Notes, the Shelf Agreement, the Collateral Documents or any other agreement or document related to such documents, or (ii) a consent to any future amendment, consent, waiver, release or other modification. Except as expressly set forth in this letter agreement, each of the Notes, the Shelf Agreement, the Collateral Documents and the other agreements and documents related to such documents shall continue in full force and effect.

3. **Release of Guarantor.** Subject to the provisions of Section 5 hereof, without recourse and without any representation or warranty of any kind, express or implied, the undersigned, constituting all of the Noteholders, hereby release NSE Korea from all of its obligations liabilities and duties arising after the date hereof under the Guaranty.

4. **Representations, Warranties and Covenants.** In order to induce the undersigned Noteholders to enter into this letter agreement, the Company hereby represents, warrants and covenants that:

(a) each of the representations and warranties set forth in Section 5 of the Shelf Agreement is true, correct and complete, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true, correct and complete as of such earlier date; and

(b) no Default or Event of Default is in existence.

5. **Effectiveness.** The foregoing waiver shall be effective, subject to the accuracy of the above representations and warranties, when: (a) each of the undersigned shall have received a fully executed and delivered counterpart of this letter agreement; (b) Prudential, and each Noteholder that is a party hereto, shall have received a copy of a fully executed and effective agreement with the Company’s principal bank group creditors, which provides for a release of liens and guaranty substantially identical to that provided herein; and (c) Bingham McCutchen LLP shall have received, by wire transfer of immediately available funds, payment of all its unpaid legal fees and disbursements as of the date hereof.

6. **Counterparts.** This document may be executed in multiple counterparts, which together shall constitute a single document.

7. **Governing Law.** This letter agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

[Signature pages follow.]

Sincerely,

**PRUDENTIAL INVESTMENT
MANAGEMENT, INC.**

By:
Name:
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:
Name:
Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By:
Name:
Title: Vice President

BAYSTATE INVESTMENTS, LLC Prudential Private Placement Investors, L.P.,

as Investment AdvisorBy:
Prudential Private Placement Investors, Inc., General Partner

By:
Name:
Title: Vice President

GOLDEN AMERICAN LIFE INSURANCE COMPANUY

**Prudential Private Placement Investors, L.P.,as
Investment Advisor**

By: Prudential Private Placement Investors, Inc.,
General Partner

By:
Name:
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc.,
Investment Manager

By:
Name:
Title: Vice President

Accepted and agreed to effective

the date first appearing above:

NU SKIN ENTERPRISES, INC.,

a Delaware corporation

By: /s/ Ritch Wood
Name: Ritch Wood
Title: Chief Financial Officer

NSE KOREA, LTD.,

a Korean corporation

By: /s/ Luke Yoo
Name: Luke Yoo
Title: Vice President

Each of the undersigned Subsidiary Guarantors hereby consents to the modification effected in this letter agreement and the transactions contemplated hereby, reaffirms its obligations under the Subsidiary Guaranty and its waivers, as set forth in the Guaranty, of each and every one of the possible defenses to such obligations. In addition, each of the following entities reaffirms that its obligations under the Guaranty are separate and distinct from the Company's obligations.

NU SKIN ENTERPRISES HONG KONG, INC.,

a Delaware corporation

NU SKIN INTERNATIONAL, INC.,

a Utah corporation

NU SKIN TAIWAN, INC.,

a Utah corporation

NU SKIN UNITED STATES, INC.,

a Delaware corporation

BIG PLANET, INC.,

a Delaware corporation

NSE PRODUCTS, INC.,

a Delaware corporation

NU SKIN ASIA INVESTMENT, INC.,

a Delaware corporation

By: /s/ D. Matthew Dorny

Name: D. Matthew Dorny

Title: Vice President

November 7, 2007

Nu Skin Enterprises, Inc.
75 West Center Street
Provo, UT 84601

Ladies and Gentlemen:

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the Transaction entered into between J.P. Morgan Securities Inc., as agent for JPMorgan Chase Bank, National Association, London Branch (the “**Seller**”), and Nu Skin Enterprises, Inc., a Delaware corporation (the “**Purchaser**”), on the Trade Date specified below (the “**Transaction**”). This Confirmation constitutes a “Confirmation” as referred to in the Agreement specified below. In the event of a conflict between the Agreement (as defined below) and this Confirmation, the terms of this Confirmation shall govern.

This Confirmation evidences a complete and binding agreement between the Seller and the Purchaser as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the “Agreement”) as if the Seller and the Purchaser had executed an agreement in such form (but without any Schedule except for the election of the laws of the State of New York as the governing law) on the Trade Date. In the event of any inconsistency between provisions of that Agreement and this Confirmation, this Confirmation will prevail for the purpose of the Transaction to which this Confirmation relates. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

ARTICLE 1

DEFINITIONS

Section 1.01 . Definitions. (a) As used in this Confirmation, the following terms shall have the following meanings:

“**10b-18 VWAP**” means, (A) for any Trading Day described in clause (x) of the definition of Trading Day hereunder, the volume-weighted average price at which the Common Stock trades as reported in the composite transactions for the principal United States securities exchange on which such Common Stock is then listed (or, if applicable, the Successor Exchange on which the Common Stock has been listed in accordance with Section 7.01(c)), on such Trading Day, excluding (i) trades that do not settle regular way, (ii) opening (regular way) reported trades in the consolidated system on such Trading Day, (iii) trades that occur in the last ten minutes before the scheduled close of trading on the Exchange on such Trading Day and ten minutes before the scheduled close of the primary trading in the market where the trade is effected, and (iv) trades on such Trading Day that do not satisfy the requirements of Rule 10b-18(b)(3), as determined in good faith by the Calculation Agent, or (B) for any Trading Day that is described in clause (y) of the definition of Trading Day hereunder, an amount determined in good faith by the Calculation Agent as 10b-18 VWAP. The Purchaser acknowledges that the Seller may refer to the Bloomberg Page “NUS.N <Equity> AQR SEC” (or any successor thereto), in its judgment, for such Trading Day to determine the 10b-18 VWAP.

“**Additional Termination Event**” has the meaning set forth in Section 7.01.

“**Agreement**” has the meaning set forth in the second paragraph of this Confirmation.

“**Affected Party**” has the meaning set forth in Section 14 of the Agreement.

“**Affected Transaction**” has the meaning set forth in Section 14 of the Agreement.

“**Affiliated Purchaser**” means any “affiliated purchaser” (as such term is defined in Rule 10b-18) of the Purchaser.

“**Alternative Termination Delivery Unit**” means (i) in the case of a Termination Event (other than a Merger Event or Nationalization) or Event of Default (as defined in the Agreement), one share of Common Stock and (ii) in the case of a Merger Event or Nationalization, a unit consisting of the number or amount of each type of property received by a holder of one share of Common Stock in such Merger Event or Nationalization; *provided* that if such Merger Event involves a choice of consideration to be received by holders of the Common Stock, an Alternative Termination Delivery Unit shall be deemed to include the amount of cash received by a holder who had elected to receive the maximum possible amount of cash as consideration for his shares.

“**Averaging Period**” means the period of consecutive Trading Days from and including the first Trading Day following the Hedging Completion Date to and including the Valuation Completion Date.

“**Bankruptcy Code**” has the meaning set forth in Section 9.07.

“**Business Day**” means any day on which the Exchange is open for trading.

“**Calculation Agent**” means JPMorgan Chase Bank, National Association.

“**Common Stock**” has the meaning set forth in Section 2.01.

“**Communications Procedures**” has the meaning set forth in Annex A hereto.

“**Confirmation**” has the meaning set forth in the first paragraph of this letter agreement.

“**Contract Fee**” means the amount specified as such in the Pricing Supplement.

“**Contract Period**” means the period commencing on and including the Trade Date and ending on and including the date all payments or deliveries of shares of Common Stock pursuant to Article 3 or Section 7.03 have been made.

“**Default Notice Day**” has the meaning set forth in Section 7.02(a).

“**De-Listing**” has the meaning set forth in Section 7.01(c).

“**Discount**” means the amount specified as such in the Pricing Supplement.

“**Early Termination Date**” has the meaning set forth in Section 14 of the Agreement.

“**Event of Default**” has the meaning set forth in Section 14 of the Agreement.

“*Exchange*” means the New York Stock Exchange.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Expiration Date**” means the 61st Trading Day following the Hedging Completion Date.

“**Extraordinary Cash Dividend**” means the per share cash dividend or distribution, or a portion thereof, declared by the Purchaser on shares of Common Stock that is classified by the board of directors of the Purchaser as an “extraordinary” dividend.

“**Hedging Completion Date**” means the Trading Day on which the Seller completes the establishment of its initial hedge position with respect to this Transaction.

“**Hedging Price**” means the volume weighted average of the per share prices at which the Seller (or an affiliate of the Seller) purchases shares of Common Stock during the Hedging Period to establish Seller’s initial hedge position with respect to this Transaction.

“**Hedging Period**” has the meaning set forth in Section 2.04(a).

“**Hedging Threshold Price**” means the price per share equal to the quotient of (A) the Purchase Price *divided by* (B) the product of the percentage contained in the definition of the Upside Threshold and the Initial Number of Shares.

“**Indemnified Person**” has the meaning set forth in Section 9.02.

“**Indemnifying Party**” has the meaning set forth in Section 9.02.

“**Initial Number of Shares**” means the number of shares of Common Stock specified as such in the Pricing Supplement.

“**Initial Settlement Date**” means the first Business Day immediately following the Trade Date.

“**Merger Event**” has the meaning set forth in Section 7.01(d).

“**Minimum Delivery Number**” means the number of shares of Common Stock, rounded down to the nearest integer, equal to (A) the Purchase Price *divided by* (B) the Upside Threshold.

“**Nationalization**” has the meaning set forth in Section 7.01(e).

“**Obligations**” has the meaning set forth in Section 9.02.

“**Ordinary Cash Dividend**” has the meaning set forth in Section 8.01(b).

“**Pricing Supplement**” means the Pricing Supplement attached hereto as Annex B.

“**Purchase Price**” has the meaning set forth in Section 2.01.

“**Purchaser**” has the meaning set forth in the first paragraph of this Confirmation.

“**Regulation M**” means Regulation M under the Exchange Act.

“**Rule 10b-18**” means Rule 10b-18 promulgated under the Exchange Act (or any successor rule thereto).

“**SEC**” means the Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Seller**” has the meaning set forth in the first paragraph hereto.

“**Seller Termination Share Purchase Period**” has the meaning set forth in Section 7.03.

“**Settlement Number**” means the number of shares of Common Stock equal to (i) the Valuation Number *minus* (ii) the Minimum Delivery Number.

“**Share Cap**” means, for any date, (i) 200,000,000 shares of Common Stock, minus (ii) the net number of shares of Common Stock delivered by the Purchaser to the Seller in respect of this Transaction on or prior to such date, plus (iii) the net number of shares of Common Stock delivered by the Seller to the Purchaser in respect of this Transaction on or prior to such date, subject to appropriate adjustments pursuant to Section 8.02.

“**Share De-listing Event**” has the meaning set forth in Section 7.01(c).

“**Successor Exchange**” has the meaning set forth in Section 7.01(c).

“**Termination Amount**” has the meaning set forth in Section 7.02(a).

“**Termination Event**” has the meaning set forth in Section 14 of the Agreement.

“**Termination Price**” means the value of an Alternative Termination Delivery Unit to the Seller, as determined by the Calculation Agent.

“**Trade Date**” has the meaning set forth in Section 2.01.

“**Trading Day**” means (x) any day (i) other than a Saturday, a Sunday or a day on which the Exchange is not open for business, (ii) during which trading of any securities of the Purchaser on any national securities exchange has not been suspended, (iii) during which there has not been, in the Seller’s judgment, a material limitation in the trading of Common Stock or any options contract or futures contract related to the Common Stock, and (iv) during which there has been no suspension pursuant to Section 4.02 of this Confirmation, or (y) any day that, notwithstanding the occurrence of events contemplated in clauses (ii), (iii) and (iv) of this definition, the Calculation Agent determines to be a Trading Day.

“**Transaction**” has the meaning set forth in the first paragraph of this Confirmation.

“**Upside Threshold**” has the meaning specified as such in the Pricing Supplement.

“**Valuation Completion Date**” has the meaning specified as such in the Pricing Supplement.

“**Valuation Number**” means the number of shares of Common Stock, rounded down to the nearest integer, equal to the Purchase Price *divided by* the Valuation Price; *provided, however*, that if such number of shares of Common Stock is less than the Minimum Delivery Number, the Valuation Number shall be equal to the Minimum Delivery Number.

“**Valuation Price**” means the average of the 10b-18 VWAPs for all Trading Days in the Averaging Period *minus* the Discount.

ARTICLE 2

PURCHASE OF THE STOCK

Section 2.01 . *Purchase of the Stock*. Subject to the terms and conditions of this Confirmation, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell to the Purchaser, on November 7, 2007 or on such other Business Day as the Purchaser and the Seller shall otherwise agree (the “**Trade Date**”), a number of shares of the Purchaser’s common stock, par value \$0.001 per share (“**Common Stock**”), for a purchase price equal to \$25,000,000.00 (the “**Purchase Price**”). The number of shares of Common Stock purchased by the Purchaser hereunder shall be determined in accordance with the terms of this Confirmation: *provided* that if the Seller is unable to borrow or otherwise acquire a number of shares of Common Stock equal to the Initial Number of Shares for delivery to the Purchaser on the Initial Settlement Date, the Initial Number of Shares shall be reduced to such number of shares of Common Stock as the Seller is able to borrow or otherwise acquire and any amounts payable by the Purchaser pursuant to this Section 2.02 shall be reduced correspondingly.

Section 2.02 . *Initial Delivery and Payments*. On the Initial Settlement Date, the Seller shall deliver the Initial Number of Shares to the Purchaser, upon payment by the Purchaser of an amount equal to the Purchase Price and payment pursuant to this Section 2.02 shall be effected in accordance with the Seller’s customary procedures.

Section 2.03 . *Conditions to Seller’s Obligations*. The Seller’s obligation to deliver the Initial Number of Shares to the Purchaser on the Initial Settlement Date is subject to the condition that the representations and warranties made by the Purchaser in the Agreement shall be true and correct as of the date hereof and the Initial Settlement Date.

Section 2.04 . *Hedging Period*. On each Trading Day beginning on the first Trading Day immediately following the Initial Settlement Date and ending on the Hedging Completion Date, an affiliate of the Seller shall effect, for the account of the Seller, purchases of shares of Common Stock to establish Seller’s initial position to hedge the Seller’s price and market risk in connection with this Transaction (the period of consecutive Trading Days on which such purchases for this Transaction are effected being collectively referred to as the “**Hedging Period**” for this Transaction).

(b) At the conclusion of the Hedging Period, based on the amounts and prices at which an affiliate of the Seller effects purchases of shares of Common Stock during the Hedging Period to establish Seller’s initial hedge position in connection with this Transaction, the Calculation Agent shall determine the Hedging Price, the Upside Threshold and the Minimum Delivery Number for this Transaction; *provided* that if, at any time during the Hedging Period, the weighted average price at which the Seller, or an affiliate of the Seller, has until such time purchased shares of Common Stock in connection with establishing its initial hedge position with respect to this Transaction equals to or exceeds the Hedging Threshold Price, (i) the Seller shall have the right to terminate the Hedging Period as of such time and (ii) the Calculation Agent may make adjustments to the Upside Threshold and any other variable or term relevant to the terms of the Transaction and, for the purposes of calculating the Settlement Number pursuant to Article 3 hereof, shall adjust the Purchase Price for this Transaction, to preserve the fair value of this Transaction to the Seller and ensure that the Seller’s, or its affiliate’s, initial theoretical delta for this Transaction is equal to the number of shares of Common Stock purchased by the Seller or an affiliate of the Seller during the Hedging Period at the time of such termination.

(c) On the first Business Day following the Hedging Completion Date, in addition to satisfying its obligations under Section 3.01(a), the Seller shall deliver to the Purchaser a hedging completion notice, substantially in the form of Exhibit A attached hereto, setting forth the Hedging Price, the Upside Threshold, the Minimum Delivery Number and the first day of the Averaging Period for this Transaction.

ARTICLE 3

SUBSEQUENT SHARE DELIVERIES

Section 3.01 . *Subsequent Delivery of Shares*. (a) On the first business day immediately following the Hedging Completion Date, the Seller shall deliver to the Purchaser the number of shares of Common Stock equal to the excess, if any, of the Minimum Delivery Number over the Initial Number of Shares.

(b) On the third Business Day immediately following the Valuation Completion Date, the Seller shall deliver to the Purchaser the Settlement Number, if any.

(c) Delivery pursuant to this Article 3 shall be effected in accordance with the Seller’s customary procedures.

ARTICLE 4

MARKET TRANSACTIONS

Section 4.01 . Transactions by the Seller. (a) The parties agree and acknowledge that:

- (i) During the Hedging Period and any Seller Termination Share Purchase Period, the Seller (or its agent or affiliate) may effect transactions in shares of Common Stock in connection with this Confirmation. The timing of such transactions by the Seller, the price paid or received per share of Common Stock pursuant to such transactions and the manner in which such transactions are made, including without limitation whether such transactions are made on any securities exchange or privately, shall be within the sole judgment of the Seller; *provided* that the Seller shall use good faith efforts to make all purchases of Common Stock in a manner that would comply with the limitations set forth in clauses (b)(2), (b)(3), (b)(4) and (c) of Rule 10b-18 as if such rule were applicable to such purchases.
- (ii) During the Averaging Period, the Seller (or its agent or affiliate) may effect transactions in shares of Common Stock in connection with this Confirmation. The timing of such transactions by the Seller, the price paid or received per share of Common Stock pursuant to such transactions and the manner in which such transactions are made, including without limitation whether such transactions are made on any securities exchange or privately, shall be within the sole judgment of the Seller.
- (iii) The Purchaser shall, at least one day prior to the first day of the Hedging Period or the Seller Termination Share Purchase Period, notify the Seller of the total number of shares of Common Stock purchased in Rule 10b-18 purchases of blocks pursuant to the once-a-week block exception set forth in Rule 10b-18(b)(4) by or for the Purchaser or any of its Affiliated Purchasers during each of the four calendar weeks preceding such day and during the calendar week in which such day occurs (“**Rule 10b-18 purchase**” and “**blocks**” each being used as defined in Rule 10b-18), which notice shall be substantially in the form set forth as Exhibit B hereto.
- (b) The Purchaser acknowledges and agrees that (i) all transactions effected pursuant to Section 4.01 hereunder shall be made in the Seller’s sole judgment and for the Seller’s own account and (ii) the Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether to effect such transactions, including, without limitation, the price paid or received per share of Common Stock pursuant to such transactions whether such transactions are made on any securities exchange or privately. It is the intent of the Seller and the Purchaser that this Transaction comply with the requirements of Rule 10b5-1(c) of the Exchange Act and that this Confirmation shall be interpreted to comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and the Seller shall take no action that results in the Transaction not so complying with such requirements.
- (c) Notwithstanding anything to the contrary in this Confirmation, the Purchaser acknowledges and agrees that, on any day, the Seller shall not be obligated to deliver or receive any shares of Common Stock to or from the Purchaser and the Purchaser shall not be entitled to receive any shares of Common Stock from the Seller on such day, to the extent (but only to the extent) that after such transactions the Seller’s ultimate parent entity would directly or indirectly beneficially own (as such term is defined for purposes of Section 13(d) of the Exchange Act) at any time on such day in excess of 8.0% of the outstanding shares of Common Stock. Any purported receipt or delivery of shares of Common Stock shall be void and have no effect to the extent (but only to the extent) that after any receipt or delivery of such shares of Common Stock the Seller’s ultimate parent entity would directly or indirectly so beneficially own in excess of 8.0% of the outstanding shares of Common Stock. If, on any day, any delivery or receipt of shares of Common Stock by the Seller is not effected, in whole or in part, as a result of this provision, the Seller’s and Purchaser’s respective obligations to make or accept such receipt or delivery shall not be extinguished and such receipt or delivery shall be effected over time as promptly as the Seller determines, in the reasonable determination of the Seller, that after such receipt or delivery its ultimate parent entity would not directly or indirectly beneficially own in excess of 8.0% of the outstanding shares of Common Stock.

Section 4.02 . *Adjustment of Transaction for Securities Laws.* If, based on the advice of counsel, Seller reasonably determines that, on any Trading Day, Seller’s trading activity in order to manage its economic hedge in respect of the Transaction would not be advisable in respect of applicable securities laws, then Seller may extend the Expiration Date, modify the Averaging Period, or otherwise adjust the terms of the Transaction in its good faith reasonable discretion to ensure Seller’s compliance with such laws and to preserve the fair value of the Transaction to the Seller. The Seller shall notify the Purchaser of the exercise of the Seller’s rights pursuant to this Section 4.02(a) upon such exercise.

- (b) The Purchaser agrees that, during the Contract Period, neither the Purchaser nor any of its affiliates or agents shall make any distribution (as defined in Regulation M) of Common Stock, or any security for which the Common Stock is a reference security (as defined in Regulation M) or take any other action that would, in the view of the Seller, preclude purchases by the Seller of the Common Stock or cause the Seller to violate any law, rule or regulation with respect to such purchases.

Section 4.03 . *Purchases of Common Stock by the Purchaser.* Except for transactions effected by an agent independent of the Purchaser within the meaning of Rule 10b-18(a)(13)(ii) by or for Purchaser’s 2006 Stock Incentive Plan, without the prior written consent of the Seller, the Purchaser shall not, and shall cause its affiliates and affiliated purchasers (each as defined in Rule 10b-18) not to, directly or indirectly (including, without limitation, by means of a derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any shares of Common Stock (or equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable for shares of Common Stock during the Contract Period.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 5.01 . *Repeated Representations, Warranties and Agreements of the Purchaser.* The Purchaser represents and warrants to, and agrees with, the Seller, on the date hereof and on any date on which the Purchaser elects to receive or make any delivery or payment pursuant to this Confirmation, that:

- (a) **Disclosure; Compliance with Laws.** The reports and other documents filed by the Purchaser with the SEC pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading. The Purchaser is not in possession of any material nonpublic information regarding the Purchaser or the Common Stock.

- (b) **Rule 10b5-1.** The Purchaser acknowledges that (i) the Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of Common Stock by the Seller (or its agent or affiliate) in connection with this Confirmation and (ii) the Purchaser is entering into the Agreement and this Confirmation in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Exchange Act. The Purchaser also acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a “plan” as defined in Rule 10b5-1(c) under the

Exchange Act. Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no amendment, modification or waiver shall be made at any time at which the Purchaser or any officer or director of the Purchaser is aware of any material nonpublic information regarding the Purchaser or the Common Stock.

- (c) **No Manipulation.** The Purchaser is not entering into this Confirmation to create actual or apparent trading activity in the Common Stock (or any security convertible into or exchangeable for Common Stock) or to manipulate the price of the Common Stock (or any security convertible into or exchangeable for Common Stock).
- (d) **Regulation M.** The Purchaser is not engaged in a distribution, as such term is used in Regulation M, that would preclude purchases by the Purchaser or the Seller of the Common Stock or cause the Seller to violate any law, rule or regulation with respect to such purchases.
- (e) **Board Authorization.** The Purchaser is entering into this Transaction in connection with its share repurchase program, which was approved by its board of directors and publicly disclosed, solely for the purposes stated in such board resolution and public disclosure. There is no internal policy of the Purchaser, whether written or oral, that would prohibit the Purchaser from entering into any aspect of this Transaction, including, but not limited to, the purchases of shares of Common Stock to be made pursuant hereto.
- (f) **Due Authorization and Good Standing.** The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. This Confirmation has been duly authorized, executed and delivered by the Purchaser and (assuming due authorization, execution and delivery thereof by the Seller) constitutes a valid and legally binding obligation of the Purchaser. The Purchaser has all corporate power to enter into this Confirmation and to consummate the transactions contemplated hereby and to purchase the Common Stock in accordance with the terms hereof.
- (g) **Certain Transactions.** There has not been any public announcement (as defined in Rule 165(f) under the Securities Act) of any merger, acquisition, or similar transaction involving a recapitalization relating to the Purchaser that would fall within the scope of Rule 10b-18(a)(13)(iv).

Section 5.02 . *Initial Representations, Warranties and Agreements of the Purchaser.* The Purchaser represents and warrants to, and agrees with the Seller, as of the date hereof, that:

- (a) **Solvency.** The assets of the Purchaser at their fair valuation exceed the liabilities of the Purchaser, including contingent liabilities; the capital of the Purchaser is adequate to conduct the business of the Purchaser and the Purchaser has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature.
- (b) **Required Filings.** The Purchaser has made, and will use its best efforts to make, all filings required to be made by it with the SEC, any securities exchange or any other regulatory body with respect to the Transaction contemplated hereby.
- (c) **No Conflict.** The execution and delivery by the Purchaser of, and the performance by the Purchaser of its obligations under, this Confirmation and the consummation of the transactions herein contemplated do not conflict with or violate (i) any provision of the certificate of incorporation, by-laws or other constitutive documents of the Purchaser, (ii) any statute or order, rule, regulation or judgment of any court or governmental agency or body having jurisdiction over the Purchaser or any of its subsidiaries or any of their respective assets or (iii) any contractual restriction binding on or affecting the Purchaser or any of its subsidiaries or any of its assets.
- (d) **Consents.** All governmental and other consents that are required to have been obtained by the Purchaser with respect to performance, execution and delivery of this Confirmation have been obtained and are in full force and effect and all conditions of any such consents have been complied with.
- (e) **Investment Company Act.** The Purchaser is not and, after giving effect to the transactions contemplated in this Confirmation, will not be required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
- (f) **Commodity Exchange Act.** The Purchaser is an “eligible contract participant”, as such term is defined in Section 1a(12) of the Commodity Exchange Act, as amended.

SECTION 5.03 . *Additional Representations, Warranties and Agreements.* The Purchaser and the Seller represent and warrant to, and agree with, each other that:

- (a) **Agency.** Each party agrees and acknowledges that (i) J.P. Morgan Securities Inc., an affiliate of the Seller (“JPMSI”), has acted solely as agent and not as principal with respect to this Transaction and (ii) JPMSI has no obligation or liability, by way of guaranty, endorsement or otherwise, in any manner in respect of this Transaction (including, if applicable, in respect of the settlement thereof). Each party agrees it will look solely to the other party (or any guarantor in respect thereof) for performance of such other party’s obligations under this Transaction. JPMSI is authorized to act as agent for the Seller.
- (b) **Non-Reliance.** Each party has entered into this Transaction solely in reliance on its own judgment. Neither party has any fiduciary obligation to the other party relating to this Transaction. In addition, neither party has held itself out as advising, or has held out any of its employees or agents as having the authority to advise, the other party as to whether or not the other party should enter into this Transaction, any subsequent actions relating to this Transaction or any other matters relating to this Transaction. Neither party shall have any responsibility or liability whatsoever in respect of any advice of this nature given, or views expressed, by it or any such persons to the other party relating to this Transaction, whether or not such advice is given or such views are expressed at the request of the other party. The Purchaser has conducted its own analysis of the legal, accounting, tax and other implications of this Transaction and consulted such advisors, accountants and counsel as it has deemed necessary.

Section 5.04 . *Representations and Warranties of the Seller.* The Seller represents and warrants to the Purchaser that:

- (a) **Due Authorization.** This Confirmation has been duly authorized, executed and delivered by the Seller and (assuming due authorization, execution and delivery thereof by the Purchaser) constitutes a valid and legally binding obligation of the Seller. The Seller has all corporate power to enter into this Confirmation and to consummate the transactions contemplated hereby and to deliver the Common Stock in accordance with the terms hereof.
- (b) **Right to Transfer.** The Seller will, at the Initial Settlement Date, have the free and unqualified right to transfer the Number of Shares of Common Stock to be sold by the Seller pursuant to Section 2.01 hereof, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind.

ADDITIONAL COVENANTS

Section 6.01 . *Purchaser's Further Assurances.* The Purchaser hereby agrees with the Seller that the Purchaser shall cooperate with the Seller, and execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, and to obtain all consents, approvals or authorizations of any person, and take all such other actions as the Seller may reasonably request from time to time, consistent with the terms of this Confirmation, in order to effectuate the purposes of this Confirmation and the Transaction contemplated hereby.

Section 6.02 *Purchaser's Hedging Transactions.* The Purchaser hereby agrees with the Seller that the Purchaser shall not, during the Contract Period, enter into or alter any corresponding or hedging transaction or position with respect to the Common Stock (including, without limitation, with respect to any securities convertible or exchangeable into the Common Stock) and agrees not to alter or deviate from the terms of this Confirmation.

Section 6.03 . *No Communications.* The Purchaser hereby agrees with the Seller that the Purchaser shall not, directly or indirectly, communicate any information relating to the Common Stock or this Transaction (including any notices required by Section 6.04) to any employee of the Seller or J.P. Morgan Securities Inc., other than as set forth in the Communications Procedures attached as Annex A hereto.

Section 6.04 . *Notice of Certain Transactions.* If at any time during the Contract Period, the Purchaser makes, or expects to be made, or has made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any merger, acquisition, or similar transaction involving a recapitalization relating to the Purchaser (other than any such transaction in which the consideration consists solely of cash and there is no valuation period, or as to which the completion of such transaction or the completion of the vote by target shareholders has occurred), then the Purchaser shall (i) notify the Seller prior to the opening of trading in the Common Stock on any day on which the Purchaser makes, or expects to be made, or has made any such public announcement, (ii) notify the Seller promptly following any such announcement (or, if later, prior to the opening of trading in the Common Stock on the first day of any Seller Termination Share Payment Period) that such announcement has been made and (iii) promptly deliver to the Seller following the making of any such announcement (or, if later, prior to the opening of trading in the Common Stock on the first day of any Seller Termination Share Payment Period) a certificate indicating (A) the Purchaser's average daily Rule 10b-18 purchases (as defined in Rule 10b-18) during the three full calendar months preceding the date of such announcement and (B) the Purchaser's block purchases (as defined in Rule 10b-18) effected pursuant to paragraph (b)(4) of Rule 10b-18 during the three full calendar months preceding the date of such announcement. In addition, the Purchaser shall promptly notify the Seller of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. Accordingly, the Purchaser acknowledges that its actions in relation to any such announcement or transaction must comply with the standards set forth in Section 6.03.

ARTICLE 7

TERMINATION

Section 7.01 . *Additional Termination Events.* (a) An Additional Termination Event shall occur in respect of which the Purchaser is the sole Affected Party and this Transaction is the sole Affected Transaction if, on any day, the Seller determines, in its sole reasonable judgment, that it is unable to establish, re-establish or maintain any hedging transactions reasonably necessary in the normal course of such party's business of hedging the price and market risk of entering into and performing under this Transaction, due to market illiquidity, illegality, lack of availability of hedging transaction market participants.

(b) An Additional Termination Event shall occur in respect of which the Purchaser is the sole Affected Party and this Transaction is the sole Affected Transaction if (i) a Share De-listing Event occurs; (ii) a Merger Event occurs; (iii) a Nationalization occurs, (iv) the 10b-18 VWAP on any Trading Day following the Trade Date shall have been less than \$8.50 (subject to adjustment under Section 8.02) or (v) an event described in paragraph III of Annex A occurs.

(c) A "**Share De-listing Event**" means that at any time during the Contract Period, the Common Stock ceases to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event, a "**De-Listing**") and is not immediately re-listed, traded or quoted as of the date of such de-listing, on another U.S. national securities exchange or a U.S. automated interdealer quotation system (a "**Successor Exchange**"), provided that it shall not constitute an Additional Termination Event if the Common Stock is immediately re-listed on a Successor Exchange upon its De-Listing from the Exchange, and the Successor Exchange shall be deemed to be the Exchange for all purposes. In addition, in such event, the Seller shall make any commercially reasonable adjustments it deems necessary to the terms of the Transaction.

(d) A "**Merger Event**" means the public announcement, including any public announcement as defined in Rule 165(f) of the Securities Act (by the Purchaser or otherwise) at any time during the Contract Period of any (i) planned recapitalization, reclassification or change of the Common Stock that will, if consummated, result in a transfer of more than 20% of the outstanding shares of Common Stock, (ii) planned consolidation, amalgamation, merger or similar transaction of the Purchaser with or into another entity (other than a consolidation, amalgamation or merger in which the Purchaser will be the continuing entity and which does not result in any such recapitalization, reclassification or change of more than 20% of such shares outstanding), (iii) other takeover offer for the shares of Common Stock that is aimed at resulting in a transfer of more than 20% of such shares of Common Stock (other than such shares owned or controlled by the offeror) or (iv) irrevocable commitment to any of the foregoing.

(e) A "**Nationalization**" means that all or substantially all of the outstanding shares of Common Stock or assets of the Purchaser are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

Section 7.02 . *Consequences of Additional Termination Events.* In the event of the occurrence or effective designation of an Early Termination Date under the Agreement, cash settlement, as set forth in Section 7.02(b), shall apply unless (i) the Purchaser elects (which election shall be binding) in lieu of payment of the amount payable in respect of this Transaction pursuant to Section 6(d)(ii) of the Agreement (the "**Termination Amount**"), to deliver or to receive Alternative Termination Delivery Units pursuant to Section 7.03, and (ii) notifies the Seller of such election by delivery of written notice to the Seller on the Business Day immediately following the Purchaser's receipt of a notice (as required by Section 6(d) of the Agreement following the designation of an Early Termination Date in respect of this Transaction) setting forth the amounts payable by the Seller or the Purchaser with respect to such Early Termination Date (the date of such delivery, the "**Default Notice Day**") in which event (x) if the Termination Amount is owed to the Purchaser, the Seller shall be obligated to deliver to the Purchaser, or (y) if the Termination Amount is owed to the Seller, the Purchaser shall be obligated to deliver to the Seller, the Alternative Termination Delivery Units pursuant to Section 7.03; provided that the Purchaser's election to deliver or receive the Alternative Termination Delivery Units pursuant to Section 7.03 shall not be valid and cash settlement shall apply if (i) the representations and warranties made by the Purchaser to the Seller in Section 5.01 are not true and correct as of the date the Purchaser makes such election, as if made on such date or (ii) in the event that the Termination Amount is payable by the Purchaser to the Seller, (A) the Purchaser has taken any action that would make unavailable (x) the exemption set forth in Section 4(2) of the Securities Act, for the sale of any Alternative Termination Delivery Units by the Purchaser to the Seller or (y) an exemption from the registration requirements of the Securities Act reasonably acceptable to the Seller for resales of Alternative Termination Delivery Units by the Seller, (B) such Early Termination Date is in respect of an event which is within Purchaser's control, or (C) the Purchaser fails to execute a private placement agreement providing for such resale, which agreement shall be in form and

substance reasonably satisfactory to the Seller, or otherwise fails to comply with any commercially reasonable requirements imposed by the Seller in respect of the private placement of the Alternative Termination Delivery Units.

(b) If cash settlement applies in respect of an Early Termination Date, Section 6 of the Agreement shall apply.

Section 7.03 . *Alternative Termination Settlement.* Subject to Section 7.02(a), unless cash settlement is applicable pursuant to Section 7.02(b), (i) the Seller shall, beginning on the first Trading Day following the Default Notice Day and ending when the Seller shall have satisfied its obligations under this clause (the “**Seller Termination Share Purchase Period**”), purchase (subject to the provisions of Section 4.01 and Section 4.02 hereof) a number of Alternative Termination Delivery Units equal to (A) the Termination Amount *divided by* (B) the Termination Price; and (ii) the Seller shall deliver such Alternative Termination Delivery Units to the Purchaser on the settlement dates relating to such purchases; *provided* that if the Termination Amount is owed to the Seller, clauses (i) and (ii) of this Section 7.03 shall not apply and, in lieu thereof, the Purchaser shall, as soon as directed by the Seller after the Default Notice Day, deliver to the Seller a number of Alternative Termination Delivery Units equal to the quotient of (A) the Termination Amount divided by (B) the Termination Price. Notwithstanding the foregoing, the Purchaser shall not be required to deliver shares of Common Stock or other securities comprising the aggregate Alternative Termination Delivery Units in excess of the Share Cap, in each case except to the extent that the Purchaser has available at such time authorized but unissued shares of such Common Stock or other securities not expressly reserved for any other uses (including, without limitation, shares of Common Stock reserved for issuance upon the exercise of options or convertible debt). The Purchaser shall not permit the sum of (i) the Share Cap plus (ii) the aggregate number of shares expressly reserved for any such other uses, in each case whether expressed as caps or as numbers of shares reserved or otherwise, to exceed at any time the number of authorized but unissued shares of Common Stock.

Section 7.04 . *Notice of Default.* If an Event of Default occurs in respect of the Purchaser, the Purchaser will, promptly upon becoming aware of it, notify the Seller specifying the nature of such Event of Default.

ARTICLE 8

ADJUSTMENTS

Section 8.01 . *Cash Dividends.* (a) If the Purchaser declares any Extraordinary Cash Dividend that has a record date during the Contract Period, then prior to or on the date on which such Extraordinary Cash Dividend is paid by the Purchaser to holders of record, the Purchaser shall pay to the Seller an amount in cash equal to the product of (i) the amount of such Extraordinary Cash Dividend and (ii) the theoretical short delta number of shares as of the opening of business on the related ex-dividend date, as determined by the Calculation Agent, required for the Seller to hedge its exposure to the Transaction.

(b) If the Purchaser declares any cash dividend on shares of Common Stock that is not an Extraordinary Cash Dividend (an “**Ordinary Cash Dividend**”) and that has a record date during the Contract Period, and the amount of such Ordinary Cash Dividend, together with all prior declared Ordinary Cash Dividends that have a record date during the same regular dividend period of the Purchaser, exceeds the amount set forth in the Pricing Supplement for such regular dividend period, the Calculation Agent shall make corresponding adjustments with respect to the Initial Purchase Price, the Upside Threshold and the Minimum Delivery Number as the Calculation Agent determines appropriate to preserve the fair value of the Transaction to the Seller, and shall determine the effective date of such adjustment.

Section 8.02 . *Other Dilution Adjustments.* If (x) any corporate event occurs involving the Purchaser or the Common Stock (other than an Extraordinary Cash Dividend or an Ordinary Cash Dividend but including, without limitation, a spin-off, a stock split, stock or other dividend or distribution, reorganization, rights offering or recapitalization or any other event having a dilutive or concentrative effect on the Common Stock), or (y) as a result of the definition of Trading Day (whether because of a suspension of transactions pursuant to Section 4.02 or otherwise), any day that would otherwise be a Trading Day during the Contract Period is not a Trading Day or on such Trading Day, pursuant to Section 4.02, the Seller effects transactions with respect to shares of Common Stock at a volume lower than originally anticipated with respect to this Transaction or (z) as a result of market conditions, the Seller incurs additional costs in connection with maintaining its hedge position with respect to this Transaction resulting from the insufficient availability of stock lenders willing and able to lend shares of Common Stock with a borrow cost not significantly greater than the cost as of the date hereof and otherwise on terms consistent with those as of the date hereof, then in any such case, the Calculation Agent shall make corresponding adjustments with respect to any one or more of the Upside Threshold, the Minimum Delivery Number and any other variable or term relevant to the terms of the Transaction, as the Calculation Agent determines appropriate to preserve the fair value of the Transaction to the Seller, and shall determine the effective date of such adjustment.

ARTICLE 9

MISCELLANEOUS

Section 9.01 . *Successors and Assigns.* All covenants and agreements in this Confirmation made by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

Section 9.02 . *Purchaser Indemnification.* The Purchaser (the “**Indemnifying Party**”) agrees to indemnify and hold harmless the Seller and its officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages and liabilities, joint or several (collectively, “**Obligations**”), to which an Indemnified Person may become subject arising out of or in connection with this Confirmation or any claim, litigation, investigation or proceeding relating thereto, regardless of whether any of such Indemnified Person is a party thereto, and to reimburse, within 30 days, upon written request, each such Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, preparation for, providing evidence for or defending any of the foregoing, *provided, however*, that the Indemnifying Party shall not have any liability to any Indemnified Person to the extent that such Obligations (i) are finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person (and in such case, such Indemnified Person shall promptly return to the Indemnifying Party any amounts previously expended by the Indemnifying Party hereunder) or (ii) are trading losses incurred by the Seller as part of its purchases or sales of shares of Common Stock pursuant to this Confirmation (unless the Purchaser has breached any agreement, term or covenant herein).

Section 9.03 . *Assignment and Transfer.* Notwithstanding the Agreement, the Seller may assign any of its rights or duties hereunder to any one or more of its affiliates without the prior written consent of the Purchaser. Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Seller to purchase, sell, receive or deliver any shares of Common Stock or other securities to or from the Purchaser, Seller may designate any of its affiliates to purchase, sell, receive or deliver such shares of Common Stock or other securities and otherwise to perform the Seller’s obligations in respect of this Transaction and any such designee may assume such obligations. The Seller shall be discharged of its obligations to the Purchaser only to the extent of any such performance. For the avoidance of doubt, Seller hereby acknowledges that notwithstanding any such designation hereunder, to the extent any of Seller’s obligations in respect of this Transaction are not completed by its designee, Seller shall be obligated to continue to perform or to cause any other of its designees to perform in respect of such obligations.

Section 9.04 . *Calculation Agent*. Whenever the Calculation Agent is required to act or to exercise judgment in a any way with respect to this Transaction, it will do so in good faith and in a commercially reasonable manner.

Section 9.05 . *Non-confidentiality*. The Seller and the Purchaser hereby acknowledge and agree that subject to Section 6.03 each is authorized to disclose every aspect of this Confirmation and the transactions contemplated hereby to any and all persons, without limitation of any kind, and there are no express or implied agreements, arrangements or understandings to the contrary.

Section 9.06 . *Unenforceability and Invalidity*. To the extent permitted by law, the unenforceability or invalidity of any provision or provisions of this Confirmation shall not render any other provision or provisions herein contained unenforceable or invalid.

Section 9.07 . *Securities Contract*. The parties hereto agree and acknowledge as of the date hereof that (i) the Seller is a “financial institution” within the meaning of Section 101(22) of Title 11 of the United States Code (the “**Bankruptcy Code**”) and (ii) this Confirmation is a “securities contract,” as such term is defined in Section 741(7) of the Bankruptcy Code, entitled to the protection of Sections 362(b)(6) and 555 of the Bankruptcy Code.

Section 9.08 . *No Collateral, Netting or Setoff*. Notwithstanding any provision of the Agreement, or any other agreement between the parties, to the contrary, the obligations of the Purchaser hereunder are not secured by any collateral. Obligations under this Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under this Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment.

Section 9.09 *Notices*. Unless otherwise specified herein, any notice, the delivery of which is expressly provided for in this Confirmation, may be made by telephone, to be confirmed in writing to the address below. Changes to the information below must be made in writing.

(a) If to the Purchaser:

Nu Skin Enterprises, Inc. 75 West Center Street Provo, UT 84601 Attention: Brian Lords Title: Vice President of Finance Telephone No: (801) 345-6014 Facsimile No: (801) 345-1259

(b) If to the Seller:

JPMorgan Chase Bank, National Association c/o J.P. Morgan Securities Inc. 277 Park Avenue New York, NY 10172 Attention: Eric Stefanik Title: Operations Analyst EDG Corporate Marketing Telephone No: (212) 622-5814 Facsimile No: (212) 622-8534

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Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours sincerely,

J.P. MORGAN SECURITIES INC., as agent for JPMorgan Chase Bank, National Association, London Branch

By: /s/ Philip La Mariana
Name: Philip La Mariana
Title: Vice President

Confirmed as of the date first above written:

NU SKIN ENTERPRISES, INC.

By: /s/ Ritch Wood
Name: Ritch Wood
Title: Chief Financial Officer

ANNEX A

COMMUNICATIONS PROCEDURES

November 7, 2007

I. Introduction

Nu Skin Enterprises, Inc., a Delaware corporation (“**Counterparty**”) and J.P. Morgan Securities Inc., as agent for JPMorgan Chase Bank, National Association, London Branch (“**JPMorgan**”) have adopted these communications procedures (the “**Communications Procedures**”) in connection with entering into the Confirmation (the “**Confirmation**”) dated as of November 7, 2007 between JPMorgan and Counterparty relating to the sale by JPMorgan to Counterparty of common stock, par value \$0.001 per share, or security entitlements in respect thereof (the “**Common Stock**”) of the Counterparty. These Communications Procedures supplement, form part of, and are subject to the Confirmation.

II. Communications Rules

1. From the date hereof until the end of the Contract Period, Counterparty and its Employees and Designees shall not engage in any Program-Related Communication with, or disclose any Material Non-Public Information to, any EDG Trading Personnel. Except as set forth in the preceding sentence, the

Confirmation shall not limit Counterparty and its Employees and Designees in their communication with Affiliates and Employees of JPMorgan, including without limitation Employees who are EDG Permitted Contacts.

III. Termination

If, in the sole judgment of any EDG Trading Personnel or any affiliate or Employee of JPMorgan participating in any Communication with Counterparty or any Employee or Designee of Counterparty, such Communication would not be permitted by these Communications Procedures, such EDG Trading Personnel or affiliate or Employee of JPMorgan shall immediately terminate such Communication. In such case, or if such EDG Trading Personnel or affiliate or Employee of JPMorgan determines following completion of any Communication with Counterparty or any Employee or Designee of Counterparty that such Communication was not permitted by these Communications Procedures, such EDG Trading Personnel or such affiliate or Employee of JPMorgan shall promptly consult with his or her supervisors and with counsel for JPMorgan regarding such Communication. If, in the reasonable judgment of JPMorgan's counsel following such consultation, there is more than an insignificant risk that such Communication could materially jeopardize the availability of the affirmative defenses provided in Rule 10b5-1 under the 1934 Act with respect to any ongoing or contemplated activities of JPMorgan or its affiliates in respect of the Confirmation, it shall be an Additional Termination Event with respect to the Confirmation.

IV. Definitions

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Confirmation. As used herein, the following words and phrases shall have the following meanings:

"Communication" means any contact or communication (whether written, electronic, oral or otherwise) between Counterparty or any of its Employees or Designees, on the one hand, and JPMorgan or any of its affiliates or Employees, on the other hand.

"Designee" means a person designated, in writing or orally, by Counterparty to communicate with JPMorgan on behalf of Counterparty.

"EDG Permitted Contact" means any of Mr. David Aidelson, Ms. Bernadette Barnard, Mr. Gregory Batista, Mr. Elliot Chalom, Mr. Santosh Nabar, Mr. James Rothschild and Mr. James F. Smith, Mr. Phil Lamariana, Ms. Lauren Nevins or any of their designees; *provided* that JPMorgan may amend the list of EDG Permitted Contacts by delivering a revised list of EDG Permitted Contacts to Counterparty.

"EDG Trading Personnel" means Reuben Jacob, Gaurav Arora and any other Employee of the public side of the Equity Derivatives Group or the Special Equities Group of J.P. Morgan Chase & Co.; *provided* that JPMorgan may amend the list of EDG Trading Personnel by delivering a revised list of EDG Trading Personnel to Counterparty; and *provided further* that, for the avoidance of doubt, the persons listed as EDG/SEG Permitted Contacts are not EDG/SEG Trading Personnel.

"Employee" means, with respect to any entity, any owner, principal, officer, director, employee or other agent or representative of such entity, and any affiliate of any of such owner, principal, officer, director, employee, agent or representative.

"Material Non-Public Information" means information relating to the Counterparty or the Common Stock that (a) has not been widely disseminated by wire service, in one or more newspapers of general circulation, by communication from the Counterparty to its shareholders or in a press release, or contained in a public filing made by the Counterparty with the Securities and Exchange Commission and (b) a reasonable investor might consider to be of importance in making an investment decision to buy, sell or hold shares of Common Stock. For the avoidance of doubt and solely by way of illustration, information should be presumed "material" if it relates to such matters as dividend increases or decreases, earnings estimates, changes in previously released earnings estimates, significant expansion or curtailment of operations, a significant increase or decline of orders, significant merger or acquisition proposals or agreements, significant new products or discoveries, extraordinary borrowing, major litigation, liquidity problems, extraordinary management developments, purchase or sale of substantial assets and similar matters.

"Program-Related Communication" means any Communication the subject matter of which relates to the Confirmation or any Transaction under the Confirmation or any activities of JPMorgan (or any of its affiliates) in respect of the Confirmation or any Transaction under the Confirmation.

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ANNEX B

PRICING SUPPLEMENT

This Pricing Supplement is subject to the Confirmation dated as of November 7, 2007 (the "**Confirmation**") between J.P. Morgan Securities Inc., as agent for JPMorgan Chase Bank, National Association, London Branch (the "**Seller**"), and Nu Skin Enterprises, Inc., a Delaware corporation (the "**Purchaser**"). Capitalized terms used herein have the meanings set forth in the Confirmation.

1	Discount:	\$0.17	
	Initial		
	Number of		
2	Shares	1,000,000 shares of Common Stock	
	Upside	Subject to the proviso contained in Section 2.04(b), 113% of the Hedging	
3	Threshold:	Price.	
		The Trading Day, during the period commencing on and including the 31 st	
		Trading Day following the Hedging Completion Date and ending on and	
		including the Expiration Date, specified as such by the Seller, in its sole	
		judgment, by delivering a notice designating such Trading Day as a Valuation	
		Completion Date by the close of business on the Business Day immediately	
	Valuation	following such Trading Day; <i>provided</i> that if the Seller fails to validly	
	Completion	designate the Valuation Completion Date prior to the Expiration Date, the	
4	Date:	Valuation Completion Date shall be the Expiration Date.	
5	Ordinary	Ordinary Dividend Amount:	Dividend Period
	Dividend		

Amount: :

\$0.00 per share of Common Stock

\$0.105 per share of Common Stock

\$0.00 per share of Common Stock

November 7, 2007-
November 29, 2007
November 30, 2007-
March 2, 2008
Any period after March
3, 2008

Exh-A-1

EXHIBIT A

FORM OF HEDGING COMPLETION NOTICE

JPMorgan Chase Bank, National Association

c/o J.P. Morgan Securities Inc.

277 Park Avenue, 11th Floor

New York, New York 10172

[Date]

Nu Skin Enterprises, Inc.
75 West Center Street
Provo, UT 84601

Ladies and Gentlemen:

This letter is a hedging completion notice within the meaning of Section 2.04(c) of the Confirmation dated as of November 7, 2007 (the “**Confirmation**”) between Nu Skin Enterprises, Inc. (the “**Purchaser**”) and JPMorgan Chase Bank, National Association, London Branch (the “**Seller**”), by J.P. Morgan Securities Inc., as its agent. Capitalized terms used herein have the meanings set forth in the Confirmation.

This hedging completion notice relates to the Transaction described in the Confirmation. Upon the terms and subject to the conditions of the Confirmation, the terms of the Transaction shall be as follows:

1. **Hedging Price:** [_____].
2. **Upside Threshold:** [_____]
3. **Minimum Delivery Number:** [_____].
4. **First Day of the Averaging Period:** [_____].

The expected last day of the Averaging Period is [_____].

Very truly yours,

J.P. MORGAN SECURITIES INC., as agent for JPMorgan Chase Bank, National Association, London Branch

By:
Name:
Title:

Acknowledged and Confirmed:

NU SKIN ENTERPRISES, INC.

By:
Name:
Title:

Exh-B-1

EXHIBIT B

[Letterhead of Purchaser]

JPMorgan Chase Bank, National Association
c/o J.P. Morgan Securities Inc.
277 Park Avenue 11th Floor
New York, New York 10172

Re: Accelerated Purchase of Equity Securities

Ladies and Gentlemen:

In connection with our entry into the Confirmation dated as of November 7, 2007 (the “**Confirmation**”), we hereby represent that set forth below is the total number of shares of our common stock purchased by or for us or any of our affiliated purchasers in Rule 10b-18 purchases of blocks (all defined in Rule 10b-18 under the Securities Exchange Act of 1934) pursuant to the once-a-week block exception set forth in Rule 10b-18(b)(4) during the four full calendar weeks immediately preceding the first day of the Averaging Period (as defined in the Confirmation) and the week during which the first day of the Hedging Period occurs.

Number of Shares: _____

We understand that you will use this information in calculating trading volume for purposes of Rule 10b-18.

Very truly yours,

NU SKIN ENTERPRISES, INC.

By:
Name:
Title: