

# PRODUCT PURCHASE AGREEMENT - AUSTRALIA

Nu Skin Enterprises Australia ABN 90 057 203 531 - 2 Eden Park Drive, North Ryde, NSW 2113  
 Incorporated with Limited Liability in Utah, USA

**THIS IS A BINDING CONTRACT - PLEASE READ AND COMPLETE IT CAREFULLY BEFORE SIGNING.  
 RETURN THE SIGNED AGREEMENT TO NU SKIN ENTERPRISES AUSTRALIA, INC. IN SYDNEY, AUSTRALIA**

**PURCHASER IDENTIFICATION INFORMATION**

Purchaser certifies the information given is true and correct and may be used for the purposes of identification on the database and records of Nu Skin Enterprises Australia, Inc. (hereinafter referred to as "Nu Skin Enterprises Australia") and other Affiliated Nu Skin Enterprises companies. This Agreement may be declared void if the information is false or misleading. If I am not a citizen or permanent resident of Australia I certify discovery of and compliance with (prior to submitting this Agreement or sponsoring or conducting any independent Nu Skin Enterprises business in Australia in any form) all immigration, visa, employment, tax and registration requirements of Australia respecting the transaction of my business in Australia. In addition, I certify I will discover and comply with all applicable laws, regulations, rules, law requirements and other due demands of the relevant state or federal authorities.

Name

Hereinafter referred to as "Purchaser," of (surname first, name as it appears on your passport or other proof of identity and address, a copy of which must be submitted with this Agreement)

Joint Distributor or Spouse's Name

(Spouse may not enter a separate agreement. If spouse desires to be a Nu Skin Enterprises Distributor, spouse must be a party to this Agreement)

Mailing/Delivery Address

Email Address

Home Telephone ( )

Business/Daytime Telephone ( )

has signed an Independent Distributor Agreement with Nu Skin International, Inc., (hereinafter referred to as "Nu Skin Enterprises ") and has completed a Business Organisation Information Sheet (if applicable) with the following information:

AS

Write your Nu Skin Enterprises Distributor Identification Number as it appears on your Independent Distributor Agreement.

Purchaser is (please tick one)  Individual  Corporation  Partnership  Other Business Organisation

Australian Business Number (If applicable)   -    -    -

Please tick here if you are GST registered either as a company or otherwise. YES  NO

If Purchaser is GST registered or intends to be in the future, please attach or send a copy of the certificate or other documentation evidencing the registration.

Company Name	ACN/ARBN
Title	Trade Name (if applicable)

(if a company, your title as it appears on the records of the relevant government authority)

In order for Nu Skin Enterprises Australia to provide support for my Nu Skin Enterprises distributorship, I authorise Nu Skin Enterprises Australia, Inc. to transfer and disclose personal and/or confidential information in connection with me, my distributorship and downline sales organisation to its parent and Affiliated companies and to my Nu Skin Enterprises independent upline Distributors. I authorise Nu Skin Enterprises Australia, Inc. to disclose information (that may be personal or confidential) relating to my distributorship and downline sales organisation to government agencies or regulatory bodies upon their request or if required by law.

Signature of Purchaser	Date
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(Individual, if a business organisation, signatory must be a person legally authorised to sign for and bind the business organisation in accordance with applicable law).

Signature #2 (Spouse - if applicable)	Date
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Nu Skin Enterprises Australia, Inc	Date
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**\*PLEASE READ THE ADDITIONAL TERMS ON THE REVERSE SIDE OF THE AGREEMENT & SIGN THE AGREEMENT**

## PURCHASER IDENTIFICATION INFORMATION

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### I. TERMS AND CONDITIONS

A. Purchaser agrees that distribution of Nu Skin Enterprises products in any officially opened Nu Skin Enterprises country or territory other than Australia requires Purchaser to enter separate distribution contracts. (International Sponsor Agreement and the local country-specific Product Purchase Agreement).

B. Purchaser understands and agrees that prior to the official opening of a country or territory by Nu Skin Enterprises for business, promotional and sponsoring activities are prohibited as set forth and explained in Section 33 of the NSI Policies and Procedures. Any Purchaser found in violation of this section will be subject to termination and/or other disciplinary action as deemed appropriate by Nu Skin Enterprises.

### II. RELATIONSHIP OF THE PARTIES

A. The Parties to this Agreement are Nu Skin Enterprises Australia and Purchaser. Nu Skin Enterprises Australia is an Affiliated Nu Skin Enterprises company, is the authorised exclusive distributor of Nu Skin Enterprises products in Australia, and will offer Nu Skin Enterprises products only to those Independent Nu Skin Enterprises Distributors of Nu Skin International, Inc. who have entered a Product Purchase Agreement. Purchaser agrees to purchase Nu Skin Enterprises products exclusively from Nu Skin Enterprises Australia at Distributor prices for distribution in Australia (the "Territory") in accordance with the terms of Purchaser's Independent Distributor Agreement with Nu Skin International, Inc. during the term of the Agreement.

1. The Parties understand that this Agreement constitutes a distinct and separate Agreement respecting the purchase of Nu Skin Enterprises products in the Territory.
2. This Agreement becomes effective upon acceptance by Nu Skin Enterprises Australia. All relevant terms and conditions of the Nu Skin Enterprises Sales Compensation Plan, and the Policies and Procedures are included and incorporated herein by reference.
3. Purchaser is legally competent to form a contract in the jurisdiction in which Purchaser lives. Purchaser has read, and understands this Agreement, and agrees to be bound by its terms and conditions. Purchaser acknowledges that any violation of the terms of this Agreement may result in the termination of Purchaser's eligibility to purchase Nu Skin Enterprises products, or other disciplinary action deemed reasonable by Nu Skin Enterprises Australia. Purchaser releases and agrees to indemnify Nu Skin Enterprises Australia and all Affiliated Nu Skin Enterprises companies together with their officers, directors, agents, solicitors, insurers, and employees from any and all liability arising from any and all of Purchaser's acts or omissions.

B. Purchaser is not, nor will Purchaser represent in any manner to be, an employee, agent, partner, or legal representative of Nu Skin Enterprises Australia or any other Affiliated Nu Skin Enterprises company. Purchaser contracts and transacts business with Nu Skin Enterprises Australia as principal to the intent and with the effect that no other persons or third parties shall be bound thereby, or shall have any right or obligations or be entitled to sue or enabled to be sued thereunder.

C. All consideration paid or payable under this agreement is exclusive of any goods and services tax. If goods and services tax is paid or payable in respect of a supply made under this agreement, the consideration will be varied by increasing it to include the amount of goods and services tax payable in respect of the supply. If annual financial sales exceed certain levels, Purchaser may be required to be GST registered.

D. Purchaser may delegate obligations under this Agreement to others, but remains solely responsible for ensuring compliance with all obligations under this Agreement.

E. Purchaser understands and agrees that Nu Skin Enterprises products and product labels and packaging intended for sale and distribution in the Territory comply with local law. Nu Skin Enterprises product, labels and packaging intended for use, sale and distribution in the Territory may not comply with the local laws and requirements of other countries or territories. To help avoid personal risk and liability, Purchaser should become familiar with the laws and requirements of the countries in which he or she chooses to do the Nu Skin Enterprises business and distribute products.

F. Purchaser certifies that Purchaser has not previously (directly or indirectly) and will not in the future import any Nu Skin Enterprises company's products, labels, packaging or materials into Australia. Purchaser hereby acknowledges that to do so would cause irreparable damage and harm to Nu Skin Enterprises Australia and the Affiliated Nu Skin Enterprises companies.

G. Purchaser agrees not to use, register or attempt to register any trademark, trade names, company names, business names, domain names or other intellectual property of Nu Skin Enterprises Australia, Inc., Nu Skin International, Inc. or any of its affiliated companies ("Trademarks") or any works or other matter similar to the Trademarks without prior written authorisation from NSI. Purchaser agrees that any unauthorised use, registration or attempted registration of NSI, NSA or affiliated company Trademarks or similar marks or names constitutes a material breach of this agreement and that all materials on which a Trademark or similar mark or name is used without authority and all domain name registrations containing Trademark or being similar to a Trademark without authority become the property of Nu Skin International or its Affiliated Company and must be assigned to Nu Skin International or the Affiliated Company at the request of Nu Skin International, Inc. Purchaser agrees to submit to the non-exclusive jurisdiction of the WIPO Online Dispute Resolution procedure in relation to any dispute in connection with a domain name. Purchaser agrees that any such use, attempted registration or registration would cause irreparable harm to Nu Skin Enterprises. Upon any such violation, Purchaser agrees to appropriate injunctive relief enjoining such use. Nu Skin Enterprises Australia reserves the right to prohibit any advertising or promotion likely to cause a breach of this Clause and to pursue all appropriate remedies under applicable laws or its contract with the Purchaser.

H. Nu Skin Enterprises Australia will pay Purchaser (if an Australian resident) any Bonus to which Purchaser is entitled under the Nu Skin Enterprises Sales Compensation Plan.

### III. ORDERING PRODUCTS AND SALES AIDS

A. A Purchaser may order products directly from Nu Skin Enterprises Australia. Orders are binding when accepted by Nu Skin Enterprises Australia at its respective distribution centre. There is no required minimum order amount; however, shipping costs may be higher per unit on smaller orders.

B. There are no inventory requirements. Purchaser, as an independent contractor, must use Purchaser's own judgement in determining inventory needs based on reasonably projected retail sales. Purchaser agrees not to order and/or maintain more inventory than Purchaser deems reasonably necessary to service his or her retail customers.

C. Nu Skin Enterprises Australia reserves the right to change the prices of its Products from time to time without prior notice, and to correct any errors in prices. The prices payable shall be those in effect at the time of sale of the Products to the Distributor.

D. Purchaser agrees that the terms of this Agreement shall apply to all orders placed by Purchaser for Nu Skin Enterprises products, whether such orders are placed by email, via Internet, telephone, facsimile, in person or otherwise.

E. Purchaser agrees that any tender of a purported payment not supported by sufficient funds constitutes a material breach of this Agreement.

1. Nu Skin Enterprises Australia will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and Nu Skin Enterprises Australia will add that service fee to any outstanding amount due from Purchaser.

2. If a single order is placed by more than one Purchaser, each Purchaser will be held jointly and severally liable for any outstanding amount due on such an order.

#### IV. PRODUCT EXCHANGE POLICY

Nu Skin Enterprises Australia will exchange products (including audio-video tapes) purchased by the Purchaser only if the returned products have been damaged in shipment, have been incorrectly sent, were originally defective, or otherwise of substandard quality. Purchaser must request an exchange in writing within ninety (90) days immediately following the purchase. If feasible, returned products will be replaced with undamaged products. When an exchange is not feasible, Nu Skin Enterprises Australia reserves the right to issue a credit voucher for the value of the returned products. To obtain an exchange, Purchaser must comply with the steps laid out in V. B, below.

1. When the Purchaser sells product to a customer of the Purchaser, the Purchaser sells as principal in his/her own right. The Purchaser agrees to comply with the Trade Practices Act and Fair Trading legislation in relation to the marketing and sale of Nu Skin Enterprises products to customers, and shall be solely responsible for any taxes (including, without limitation, GST) in relation to such sales.

2. Any recommended retail prices provided to Purchaser by Nu Skin Enterprises Australia are recommended prices only and there is no obligation to comply with the recommendations.

#### V. REFUND POLICY

A. 1. Purchaser may receive a refund of 90% of the price Purchaser paid as of the order date, less applicable bonuses, (plus any prepaid applicable GST) on reasonably sound, unopened, unaltered, resaleable, and restockable Nu Skin Enterprises products that are returned to Nu Skin Enterprises Australia, within 12 months of the product order date. Where the Trade Practices Act 1974 (Cth) (as amended) or other Fair Trading legislation applies to the supply of goods under this agreement, Purchaser may have additional rights under that Act. Subject to the Trade Practices Act 1974 (Cth) (as amended), Nu Skin Enterprises Australia excludes all the conditions and warranties which are implied by statute or under general law in contracts for the supply of goods to the extent that it is permissible to exclude them.

2. Products otherwise sold individually but purchased as part of a kit or package (except promotional or discontinued items) may be returned if the conditions of V. A. 1 above are satisfied.

B. To obtain a refund or exchange, Purchaser must:

(1. a) Obtain approval and a Return Merchandise Authorisation (RMA) number for the return from Nu Skin Enterprises Australia prior to returning the products to Nu Skin Enterprises Australia. The approval must be obtained either by telephone or in writing from Nu Skin Enterprises Australia (in the case of an exchange under IV the request must be in writing), and the actual shipment must be accompanied by the RMA number and the corresponding order invoice. Products sent without prior authorisation will not qualify for a refund and will be returned to the Purchaser at the Purchaser's expense.

b) Nu Skin Enterprises Australia will notify Purchaser of the necessary procedures and location for returning the products.

2. Nu Skin Enterprises Australia may effect a refund by, but not limited to, the following: credit voucher, cheque, bank transfer, or credit card charge back.

3. Purchaser must pay the cost of shipping for returned product, except in the case of exchange due to reasons described in IV above, in which case Nu Skin Enterprises Australia will pay the shipping costs.

4. Nu Skin Enterprises Australia reserves the right to require a Purchaser to repay bonuses paid to Purchaser on products returned by the Purchaser's downtime under its buy-back policy. This may be achieved either through direct contact with the affected Purchaser or by withholding from future bonus payments. This policy encompasses all refunds allowed under the refund policy, extension of the refund policy as required by applicable law, or in instances in which Purchaser's misconduct, misrepresentations, or extenuating circumstances necessitates a refund in excess of the stated refund.

#### VI. RETAIL CUSTOMER REFUND POLICY

A. With each retail sale of Nu Skin Enterprises product, regardless of the amount, a Purchaser must complete and manually sign the triplicate Retail Sales Receipt Form. The Purchaser must give two copies of the completed Retail Sales Receipt Form to the retail customer and must retain the original.

B. In addition to any requirements under Door-to-Door Sales or similar legislation and obligations under the Trade Practices Act and Fair Trading Legislation, Purchaser agrees to offer a thirty-day, money-back guarantee to his/her retail customers. Therefore, a retail customer may for any reason within thirty (30) days of purchasing, request a full refund of the purchase price. Provided the retail customer complies with the procedures indicated on the Retail Sales Receipt form, the Purchaser must make the refund within thirty (30) days after the request. At the customer's sole discretion, the Purchaser may effect a product exchange rather than a refund.

C. A retail customer's rescission rights, established by applicable law, may override and be more extensive than the above-described rescission rights. In cases of a conflict the applicable law prevails. Purchaser is solely responsible to learn and comply with any such law(s).

D. Nu Skin Enterprises Australia encourages a Purchaser to honour any refund or product exchange request. Nu Skin Enterprises Australia supports this policy by providing replacement products to the Purchaser during the ninety (90) days immediately following a refund to, or product exchange with, a retail customer. In order for a Purchaser to receive replacement products the following steps must be taken:

(i) a Purchaser must request a replacement and return the unused portion of product and the completed Retail Order Form for such product to Nu Skin Enterprises Australia within ninety (90) days following the refund or exchange;

(ii) Nu Skin Enterprises Australia must authorise the replacement, instruct the Purchaser on return procedures and assign a Return Merchandise Authorisation Number to accompany the products being returned;

(iii) Purchaser must pay all shipping costs associated with product replacement.

1) To receive replacement products, the unused portion of product and the Retail Order form must be returned to Nu Skin Enterprises within twenty-five days following the refund or exchange.

2) Nu Skin Enterprises will instruct the Distributor on the correct procedure and provide authorisation for returning the products to Nu Skin Enterprises.

#### VII. DOOR TO DOOR SALES

A. In addition to the (30) thirty-day rescission period which Nu Skin Enterprises requires a Distributor to extend to his or her customer (see above), the direct selling of products to consumers can be subject to the provisions of door-to-door sales legislation. Door-to-door sales laws vary in each state and territory. A Distributor is solely responsible for becoming familiar and complying with the door-to-door laws in the jurisdiction/s in which he or she conducts his or her Nu Skin Enterprises business. The Retail Order forms provided by Nu Skin Enterprises to a Distributor are not intended to comply with the door-to-door sales requirements in any of the Australian jurisdictions and should not be construed as such nor as a substitute for the appropriate, relevant, and correct compliance requirements, forms, and notices. The Distributor releases Nu Skin Enterprises from any obligation to ensure or assist with compliance, as well as from any liability arising from a Distributor's failure to comply.

B. In New South Wales, a Distributor should make every effort to collect 100% of the purchase price from a customer at the time the order is placed. This practice may exclude Distributors in New South Wales from having to comply with certain door-to-door sales requirements.

1. By extending the payment due date beyond the date on which the order is placed with the Distributor, all Distributors may be deemed to be extending credit to the consumer/customer and must comply with the law. (In fact, all Australian States and Territories except New South Wales require certain written disclosures and other compliance issues regardless of whether or not credit is extended). The number of copies, type-size of notice, the timing of notice and other requirements, cooling off periods, prohibited hours, identity cards, etc. are examples of door-to-door sales law requirements.

C. A "cooling off" period is required, giving the customer up to ten (10) days in which to rescind an agreement to purchase products and obtain a refund. However, where the law of the jurisdiction requires a longer period and another form and timing, the law of the jurisdiction prevails.

D. Results of failure to give the required notice(s) or to otherwise comply with applicable door-to-door sales laws include, but are not limited to, any or all of the following:

1. Extension of cooling off period; 2. Inability to enforce payment of money still due; 3. Automatic rescission; 4. Being required to refund any amounts already paid; 5. Fines or penalties being levied against Distributor; 6. Termination of distributorship by Nu Skin Enterprises.

Most States and Territories other than New South Wales and Victoria appear to prohibit a Distributor from taking payments until the rescission (cooling off period) expires. This provision does not seem to apply if the Distributor is invited into a customer's home or business.

#### VIII. PRODUCT CLAIMS AND REPRESENTATIONS

A. Purchaser agrees that he/she will make no statements, claims, representations, or warranties regarding Nu Skin Enterprises products which are not contained in official Nu Skin Enterprises promotional materials produced and distributed by Nu Skin Enterprises Australia, or which are otherwise authorised by an Affiliated Nu Skin Enterprises company for distribution in the Territory.

B. While Nu Skin Enterprises Australia makes every effort to comply with all applicable product and labeling laws and regulations, it does not warrant that its products and labeling have, at all times and without exception, been in compliance with all applicable laws and regulations. No Purchaser may so warrant or represent to any person at any time.

C. A Purchaser may represent only that Nu Skin Enterprises products are safe for use when used as intended - for the limited purpose of improving appearance through regular use of personal care products and increasing the feeling of improved and better health through the use of nutritional products.

D. A Purchaser may not make, directly or indirectly, any medical or therapeutic claim for or concerning any Nu Skin Enterprises product, nor may a Purchaser specifically recommend or prescribe any Nu Skin Enterprises product as suitable for any specific ailment or condition. No Nu Skin Enterprises product is nor is represented to be a pharmaceutical product, except for those products which will be specifically registered and/or approved by the competent government authority. Notice of such product approvals will be given as they occur.

#### IX. INSURANCE

Nu Skin International, Inc. or Nu Skin Enterprises Australia, Inc may, from time to time, obtain product liability insurance that may cover claims arising from the use of Nu Skin Enterprises products. If a claim is asserted against a Purchaser, Purchaser should immediately contact Nu Skin Enterprises Australia to ascertain the applicability of any such coverage. In no event, however, will coverage extend to any Purchaser who:

1. repackages or alters any product;
2. sells or causes to be sold or distributed products, labels or packaging which do not comply with the law or other requirements of the country in which such products, labels or packaging was sold or distributed; acts negligently; or makes any representation or product claim in an offer for sale of any Nu Skin Enterprises product in contravention of the Agreement or in violation of any applicable law. Nothing herein should be constituted to guarantee coverage or obligate Nu Skin Enterprises Australia or any other Affiliated Nu Skin Enterprises company to honour, settle or pay any product claims.

#### X. GENERAL BUSINESS ETHICS

Purchaser agrees that he/she will not make, by any means, misleading, unfair, inaccurate or disparaging comparisons, claims, representations or statements about other Persons (including competitors), their products, or their commercial activities. Purchaser also agrees that Purchaser will not make unfair, misleading, or inaccurate claims about Nu Skin Enterprises Australia products, or the commercial activities of Nu Skin Enterprises Australia or any Affiliated Nu Skin Enterprises company.

#### XI. AGREEMENT CHANGES

Nu Skin Enterprises Australia expressly reserves the right to amend this Agreement upon thirty (30) days notice sent via post to the Purchaser at its address appearing herein or in the Nu Skin Enterprises Newsletter or Bulletin or other Nu Skin Enterprises corporate publication sent to the Purchaser in Australia by Nu Skin Enterprises Australia. Any such amendments become effective and are automatically incorporated into this Agreement as effective and binding provisions thirty days (30) from receipt of notice. By continuing to purchase products or service from Nu Skin Enterprises after such modifications, Purchaser shall be deemed to accept such amendments to this Agreement.

#### XII. GOVERNING LAW

The terms and conditions herein shall be construed in accordance with the laws of the State of New South Wales.

#### XIII. WAIVER

Except to the extent that any applicable law may dictate a contrary result, the waiver by Nu Skin Enterprises Australia of any breach of any provision of this agreement must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by Nu Skin Enterprises Australia to exercise any right or prerogative under the Agreement will not operate as a waiver of such right or prerogative.

#### XIV. INTEGRATED AGREEMENT

1. This Agreement is the final expression of the understanding and agreement between Nu Skin Enterprises Australia and Purchaser concerning all matters touched upon in said Agreement and supersedes all prior contemporaneous agreements or understandings (both oral and written) between the parties and invalidates all prior or contemporaneous notes, memoranda, demonstrations and descriptions relating to the subject matter of the Agreement. The Agreement may not be altered or amended except as provided herein. The existence of the Agreement may not be contradicted by evidence of any alleged prior to contemporaneous or written agreement.

2. Should any discrepancy exist between the terms of this agreement and verbal representations made to Purchaser by any Independent Distributor or any Nu Skin Enterprises employee, the terms and conditions of this Agreement will prevail.

#### XV. SEVERANCE

Any provision of this Agreement that is prohibited, judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such prohibition, invalidation or unenforceability in that jurisdiction and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Agreement will not invalidate or render unenforceable any other provision of the Agreement, nor will such provision of the Agreement be invalidated or rendered unenforceable in any other jurisdiction.

#### XVI. NOTICE

Any notice or other communication requested or permitted to be given under this Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class post, unless otherwise provided in the Agreement, shall be deemed given when delivered personally, or if transmitted by facsimile, or if mailed, 5 days after the date of mailing to the address of Nu Skin Enterprises Australia, or to the Purchaser's address as provided herein, unless notice of a change thereof has been received prior to the giving of any such notice. Nu Skin Enterprises Australia shall have the right, as an alternative method of notice under this section, to use separate mailers or other normal channels of communication with Purchaser.

#### XVII. SUCCESSORS AND ASSIGNS

Purchaser may not transfer or assign this Agreement without the prior written consent of Nu Skin Enterprises Australia, Inc. Nu Skin Enterprises Australia, Inc. may assign this Agreement.

#### XVIII. TERM AND TERMINATION

A. Nu Skin Enterprises Australia may terminate this Agreement at any time by giving written notice to the Purchaser and may terminate this Agreement forthwith at any time if the Purchaser is in breach of any of the provisions of this Agreement.

1. Purchaser may terminate this Agreement at any time without penalty by giving written notice of termination to Nu Skin Enterprises Australia at its principal business address set out above or such other business address as may be notified to Purchaser from time to time. Termination will become effective on the date Nu Skin Enterprises Australia receives the written notice.

2. If Purchaser terminates this Agreement within thirty (30) days of Nu Skin Enterprises's acceptance, he/she may return the Business Portfolio to Nu Skin Enterprises Australia, subject to the refund terms herein, for a refund equal to 100% of its original cost (less GST). Beyond the thirty (30) day period, the Purchaser is entitled to a 90% refund (less GST).

3. Either party may terminate this agreement at any time without penalty by giving notice to the other party if the Independent Distributor Agreement between Nu Skin International, Inc. and the Distributor is terminated for any reason.