

**NU SKIN<sup>®</sup> PRODUCT PURCHASE AGREEMENT — BRAZIL**

Nu Skin Brazil Distribution Center, Avenida Maria Coelho de Aguiar, 215 Bloco A, 8 andar,  
CEP-05805-000, Centro Empresarial de Sao Paulo, S.P. Phone: 011-848-9455 www.nuskin.com

**THIS IS A BINDING CONTRACT—PLEASE READ AND COMPLETE IT CAREFULLY BEFORE SIGNING.  
RETURN THE SIGNED AGREEMENT TO:  
NU SKIN INTERNATIONAL, INC., C/O NU SKIN BRAZIL, 75 W. CENTER ST., PROVO, UT 84601.**

**IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED IN THE TERMS OF THIS PRODUCT AGREEMENT (“AGREEMENT”), NU SKIN BRAZIL LTD. (“NU SKIN BRAZIL”) AND THE UNDERSIGNED (“PURCHASER” OR “I”) AGREES AS FOLLOWS:**

**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 Brazil, Ltd., and other affiliated Nu Skin companies. This agreement may be declared void if the information is false or misleading.

Purchaser, \_\_\_\_\_

Full Name in English — Surname first, (Full Name — if an individual, name must be the same as it appears on your identification card or other proof of identity and address. If a business, name must be as it appears on the records of the competent governmental authority and as it appears on the Company Information Sheet you submitted with your Distributor Agreement).

Joint Distributor or Spouse Name: \_\_\_\_\_

(Spouse may not enter a separate agreement. Spouse, if a distributor, must be a party to this Agreement and agree to be bound by its terms)

Mailing/Delivery Address: \_\_\_\_\_ Telephone Number (Home) \_\_\_\_\_  
 \_\_\_\_\_ Telephone Number (Business) \_\_\_\_\_

Certifies he/she/it has entered a contract with Nu Skin International, Inc. as an Independent Distributor, with a Nu Skin Identification Number, as it appears on the Independent Distributor Agreement as follows:

Purchaser is not a permanent resident of Brazil, and has entered an International Distribution and Sponsor Agreement with Nu Skin International, Inc., specific to Brazil.

\_\_\_\_\_  
**Signature of Purchaser** (A company signature must be identical to the signature of \_\_\_\_\_ Date \_\_\_\_\_  
 the Company Information Sheet by a person duly authorized to sign for the company)

\_\_\_\_\_  
**Signature # 2** Spouse or Joint Purchaser (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Please read the additional terms on the reverse side of this agreement

## I. TERMS AND CONDITIONS

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

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

## II. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are Nu Skin Brazil and Purchaser. Nu Skin Brazil is an affiliated Nu Skin company and is the authorized exclusive distributor of Nu Skin products in Brazil. Under this Agreement, Nu Skin Brazil will offer Nu Skin products to those non-Brazilian Independent Nu Skin Distributors who have entered a Product Purchase Agreement.

The Parties understand that this Agreement constitutes a distinct and separate Agreement respecting the purchase of Nu Skin products in Brazil.

This Agreement becomes effective upon acceptance by Nu Skin Brazil. All relevant terms and conditions of the Nu Skin Sales Compensation Plan, and the Policies and Procedures are included and incorporated herein by reference.

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 products, or other disciplinary action deemed reasonable by Nu Skin of Nu Skin Brazil.

Purchaser certifies that prior to signing this Agreement or conducting any independent Nu Skin business or sponsorship activity, Purchaser is responsible for learning and complying with all state, national, territorial, and local laws, registration requirements, regulations, immigration procedures, tax requirements, and other due demands of Brazil where Purchaser intends to do business.

Purchaser accepts the sole responsibility of conducting Purchaser's independent Nu Skin business lawfully within Brazil. Accordingly, Purchaser releases and agrees to indemnify Nu Skin Brazil and any other affiliated Nu Skin 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.

Purchaser is not, nor will Purchaser represent in any manner to be, an employee, agent, partner, or legal representative of Nu Skin Brazil or any other affiliated Nu Skin company. Purchaser contracts and transacts business with Nu Skin Brazil a 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.

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

Purchaser understands and agrees that Nu Skin products and product labels and packaging intended for sale and distribution in Brazil comply with local law. Nu Skin product, labels and packaging intended for use, sale and distribution in Brazil 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 business and distribute products.

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

The name Nu Skin and all related trademarks and trade names are proprietary, are the exclusive property of Nu Skin, and are used by Nu Skin Brazil and other affiliated Nu Skin companies under separate agreement. Purchaser will not use, register, claim title to, or in any manner impugn or interfere with Nu Skin's right to any such mark without its prior written consent.

Purchaser will be paid any Bonus to which he or she is entitled under the Sales Compensation Plan by the affiliated Nu Skin company where purchaser is a resident Distributor.

## III. ORDERING PRODUCTS AND SALES AIDS

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

Purchaser agrees to abide by Nu Skin's international ordering policies which limit purchases made by distributors in countries other than their country of residence. Purchaser, as an independent contractor, must use Purchase's own judgement in determining inventory needs.

Nu Skin Brazil reserves the right to change product prices without prior notice.

Purchaser agrees that the terms of this Agreement shall apply to all orders placed by Purchaser for Nu Skin products, whether such orders are placed by telephone, facsimile, Product Order Form or otherwise. The terms of this Agreement can be varied only with the agreement in writing of Nu Skin Brazil, signed by an authorized officer.

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

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

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

Except as provided in section VI C and D Nu Skin Brazil 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 Brazil reserves the right to issue credit voucher for the wholesale value of the returned products. To obtain an exchange, Purchaser must comply with the steps laid out in V B below.

## V. REFUND POLICY

Purchaser may receive a refund of 90% of the price Purchaser paid as of the order date, less applicable bonuses, (plus any applicable VAT) on reasonably sound, unopened, unaltered, resalable, and restockable Nu Skin products that are returned to Nu Brazil, within 12 months of the product order date. A Purchaser's refund rights as established by applicable law, may override or be more extensive than the refund rights described above. In case of a conflict, the applicable law prevails.

Products otherwise sold individually but purchased as part of a kit or package may be exchanged if the product complies with this section.

To obtain a refund or exchange, Purchaser must comply as follows:

Obtain approval and a Return Merchandise Authorization (RMA) number for the return from Nu Skin Brazil prior to returning the products to Nu Skin Brazil. The approval must be obtained either by telephone or in written from Nu Skin Brazil (in the case of an exchange under IV 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 authorization will not qualify for a refund and will be returned to the Purchaser at the Purchaser's expense.

Nu Skin Brazil will provide Purchaser with the correct procedures and location for returning the products.

Nu Skin Brazil may effect a refund by but are not limited to the following; credit voucher, bank check, bank transfer, or credit card charge back. Please allow up to 6 weeks for processing a refund or exchange.

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 Brazil will pay the shipping costs.

Nu Skin Brazil reserves the right to require a Purchaser to repay bonuses paid to Purchaser on products returned by the Purchaser's downline under its buy-back policy. This may be achieved either through direct contact with the affected Purchaser or by withholding from future bonuses 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

With respect to each retail sale of Nu Skin product, regardless of the amount, I agree to complete and manually sign in triplicate the Retail Order Form. I acknowledge that I must give two copies of the completed Retail Receipt and Order Form to the retail customer and must retain the original.

The direct selling of products to consumers is subject to the provisions of direct sales laws, door-to-door sales legislation and the Codes of Practice issued by the Direct Selling Association. Purchaser is solely responsible for learning and complying with the direct and door-to-door laws and Codes of Practice in Brazil.

A retail customer's rescission rights established by applicable law, may override and be more extensive than the above-described cancellation rights. In case of a conflict, the applicable law prevails. Purchaser is solely responsible to learn and comply with any such law (s). See Section D. 6. Of the Policies and Procedure.

Nu Skin Brazil encourages a Purchaser to honor any request for a refund or product exchange. Nu Skin Brazil support this policy by providing replacement products to the Purchaser. Purchaser must request replacement within ninety (90) days immediately following a refund to, or a product exchange with, a retail customer, Purchaser must return the unused portion of the Product along with the completed Retail Receipt and Order Form according to the procedures set forth in V B.

## VII. PRODUCT CLAIMS AND REPRESENTATIONS

I agree that I will make no statements, claims, representations, or warranties regarding Nu Skin products which are not contained in official Nu Skin promotional materials produced and distributed by Nu Skin Brazil, or which are otherwise authorized by an affiliated Nu Skin company for distribution in Brazil.

## VIII. INSURANCE

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

repackages or alters any product;

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 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 Brazil or any other affiliated company to honor, settle or pay any product claims.

## IX. 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 Brazil products, or the commercial activities of Nu Skin Brazil or any affiliated Nu Skin company.

## X. AGREEMENT CHANGES

Nu Skin Brazil expressly reserves the right to amend this Agreement upon thirty (30) days notice sent via post to the Purchaser as its address appearing herein or in the Nu Skin Magazine or Distributor Update or other official publication produced for the Purchaser in Brazil by Nu Skin Brazil. Any such amendments become effective and are automatically incorporated into this Agreement as effective and binding provisions thirty days (30) from receipt of notice and any such subsequent activity of the Purchaser shall be deemed to constitute acceptance of any such amendment to this Agreement.

## XI. GOVERNING LAW

The terms and conditions herein shall be construed in accordance with the law of the State of Utah, U.S.A.

## XII. 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 Brazil, 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 Brazil shall have the right, as an alternative method of notice under this section, to use mail or other normal channels of communication with Purchaser.

## XIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## XIV. TERM AND TERMINATION

Nu Skin Brazil 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.

Purchaser may terminate this Agreement at any time without penalty by giving written notice of termination to Nu Skin Brazil principal business address set out above. A Purchaser's written notice may be in Portuguese language. Termination will become effective on the date Nu Skin Brazil receives the written notice.