

II. Relationship of the Parties

- A. Wholesale Purchaser agrees to purchase Nu Skin products exclusively from NSBN at wholesale prices for distribution in Brunei in accordance with the terms of Wholesale Purchaser's Independent Distributor Agreement with Nu Skin International, Inc. during the term of the Agreement, which shall be a period of one (1) year beginning on the date of acceptance by NSBN in its Brunei Distributor Services Center. Unless either NSBN or Wholesale Purchaser notifies the other in writing of its intention not to renew the Agreement at least one (1) month before the expiration date, the Agreement shall automatically be renewed, each subsequent year without notice, for an additional one (1) year period.
- B. NSBN is the only authorized licensee of the Nu Skin Independent Distributor Network in Brunei and I agree to abide by its supervisory interpretation of the Nu Skin Sales Compensation Plan and the Nu Skin Policies and Procedures (as modified for Brunei), which are included and incorporated herein by reference, and as part of this Agreement, NSBN may enforce their terms and make recommendations to Nu Skin International, Inc. on the disposition of my distributorship. I acknowledge that any violation of the terms of this Agreement may result in the termination of my eligibility to purchase Nu Skin products and any other disciplinary action deemed appropriate by NSBN.
- C. NSBN agrees to use its best efforts to support my efforts and service my account as an independent contractor and I agree to accept such support
- D. I accept the sole responsibility to conduct my independent Nu Skin business lawfully within Brunei. Accordingly, I release and agree to indemnify NSBN and any affiliated Nu Skin Company and their respective officers, directors, agents and employees from all liabilities arising from any and all of my acts or omissions.
- I am not and will not in any manner represent myself as an employee, agent, or legal representative of NSBN. I am an independent contractor and will pay any self-employment, worker's compensation, social security, and other assessments required under applicable Brunei law.
- E. I agree to accept payment of any bonus to which I am entitled under the Nu Skin Sales Compensation Plan only in the country of my permanent residence. I understand that NSBN as licensee shall make all such payments in Brunei under contractual arrangement with Nu Skin International, Inc.
- F. If I am not a permanent resident of the Brunei (but rather an International Sponsor), I certify discovery of and compliance with (prior to submitting this Agreement or sponsoring or conducting any independent Nu Skin business in Brunei in any form) all immigration, visa, employment, tax and registration requirements of Brunei respecting the transaction of my business in Brunei. In addition, I certify I will discover and comply with all applicable laws, regulations, rules, law requirements and other due demands of the relevant authorities of Brunei.

- G. I understand and agree that only Nu Skin products imported by and purchased from NSBN may be sold in Brunei. I have not previously (directly or indirectly) and will not in the future import into Brunei any Nu Skin product. I acknowledge that to do so would cause irreparable damage to NSBN and affiliated Nu Skin Companies.

- H. I agree not to use, register or attempt to register any trademark, trade names, company names, business names, domain names or other intellectual property of NSBN, Nu Skin International, Inc. or any of its affiliated companies ("Trademarks") or any words or other matter similar to the Trademarks without prior written authorisation from NU SKIN INTERNATIONAL. I agree that any unauthorised use, registration or attempted registration of NU SKIN INTERNATIONAL, NSBN, 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 trade 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 Inc. or its Affiliated Company and must be assigned to Nu Skin International or the affiliated company at the request of Nu Skin International, Inc. I agree that any such use, attempted registration or registration would cause irreparable harm to Nu Skin. Upon any such violation, I agree to appropriate injunctive relief enjoining such use. NSBN 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 you.

III. Ordering Products and Sales Aids

- A. Wholesale Purchaser may order products directly from NSBN. Orders are binding when accepted by NSBN at its office. there is no required minimum order amount. Shipping costs may be higher per unit, however, on smaller orders.
- B. No Wholesale Purchaser is required to maintain a Nu Skin product inventory of any specific volume or value. Wholesale Purchaser, as an independent contractor, must use his/her own judgement in determining inventory needs based upon reasonably projected retail sales. Wholesale Purchaser agrees, however, not to order and maintain more than a reasonable inventory of Nu Skin products (ie the amount of products a Wholesale Purchaser would reasonably expect to resell to retail customers in a one month period). Distributor wholesale purchasers are assumed by the company to be for retail resale.
- C. NSBN has the right to change wholesale product prices without prior notice.
- D. Wholesale Purchaser agrees that the terms of this Agreement shall apply to all orders placed by him/her 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 NSBN, signed by an authorized officer.
- E. Wholesale Purchaser agrees that any tender of a purported payment not supported by sufficient funds constitutes a material breach of the Agreement:
- NSBN will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and NSBN will add that service fee to any outstanding amount due from Wholesale Purchaser;
 - If a single order is placed by more than one Wholesale Purchaser, each such Wholesale Purchaser will be held jointly and severally liable for any outstanding amount due on such an order.

IV. Product Exchange Policy

- A. Except as provided in Subsection VIC, NSBN will exchange products purchased by the Wholesale Purchaser (including audio-video tapes) only if the returned products have been damaged in shipment, have been incorrectly sent, were originally defective, or otherwise of substandard quality. If feasible, returned products will be replaced with undamaged products. When a replacement is not feasible, NSBN reserves the right to issue credit vouchers for the wholesale value of the returned products.
- B. To exchange products, a Wholesale Purchaser must:
- deliver to NSBN a request for exchange in writing within thirty (30) days immediately following the purchase;
 - obtain from NSBN authorisation and instructions on the method of return;
 - pay all shipping costs and other expenses incurred by NSBN in relation to product exchanges.

V. NSBN Refund (Buy-Back) Policy

- A. I agree to be bound by such policy as stated in NSBN's policies and procedures.

VI. Retail Customer Refund Policy

- A. With each retail sales of NuSkin Product in Brunei, regardless of the amount, I agree to complete and manually sign the triplicate Brunei Retail Receipt and Order Form. I acknowledge that I must give two copies of the completed Form to the retail customer and must retain the original.
- B. I acknowledge that I must offer a seven-day, money-back guarantee to each retail customer. Therefore, a retail customer may for any reason within seven (7) days of purchasing, request a full refund of the purchase price. Provided the retail customer complies with the procedure indicated on Brunei Retail Receipt and Order Form, I must make the refund within ten (10) days after the request. At the customer's sole discretion, I may effect a product exchange rather than a refund.
- C. NSBN encourages a Wholesale Purchaser to honor any refund or product exchange request from retail customers. NSBN supports this policy by providing replacement products to the Wholesale Purchaser during the thirty (30) days immediately following a refund to, or product exchange with, a retail customer. In order for a Wholesale Purchaser to receive such replacement products the following steps must be taken:
- A Wholesale Purchaser must request a replacement and return the unused portion of product and the completed Brunei Retail Order Form for such product to NSBN within thirty (30) days following the refund or exchange;
 - The Wholesale Purchaser must pay all shipping costs and other expenses NSBN incurs in relation to product replacement.

VII. Insurance

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

- repackages or alters any product;
- 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 of Brunei Darussalam.

VIII. Product Claims and Representations

- A. Wholesale Purchasers may make only those product claims and representations found in the literature distributed by NSBN, in accordance with applicable laws in Brunei.
- B. While NSBN 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 Wholesale Purchaser may so warrant or represent to any person at any time.
- C. A Wholesale Purchaser may represent only that Nu Skin 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 Wholesale Purchaser may not make, directly or indirectly, any medical or therapeutic claim for or concerning any Nu Skin cosmetics product, nor may a Wholesale Purchaser specifically recommend or prescribe any Nu Skin product as suitable for any specific ailment or condition. No Nu Skin Product is nor 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. General Business Ethics

Each Wholesale 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. Each Wholesale Purchaser also agrees that he/she will not make unfair, misleading, or inaccurate claims about NSBN, Nu Skin products, or the commercial activities of NSBN or the affiliated Nu Skin companies.

X. Agreement Changes

NSBN may amend the terms and conditions of the Agreement at any time upon thirty (30) days written notice to the Wholesale Purchaser sent via post or in the Product/Business Updates produced for Brunei by NSBN. Notice shall be deemed to have been received by the Wholesale Purchaser three days after the date of posting of such notice whether the notice was actually delivered or not. Any such amendment shall be deemed to be effective and binding on the Wholesale Purchaser thirty (30) days from receipt of notice and any subsequent account activity of the Wholesale Purchaser shall be deemed to constitute acceptance of any such amendment to the Agreement.

XI. Waiver

Except to the extent that any applicable law dictates a contrary result, the waiver by NSBN of any breach of any provision of the Agreement must be in writing and will not be construed as a waiver of any subsequent or additional breach. the failure by NSBN to exercise any right or prerogative under the Agreement will not operate as a waiver as such right or prerogative.

XII. Integrated Agreement

This Agreement is the final expression of the understanding and agreement between NSBN and Wholesale Purchaser concerning all matters touched upon in said Agreement and supersedes all prior or contemporaneous agreements or understandings (both oral and written) between the parties. The Agreement may not be altered or amended except as provided herein.

XIII. Severance

If any provision of the Agreement is judged by a court in Brunei to be invalid or unenforceable, the remaining terms and conditions will be unaffected and fully enforceable by law.

XIV. Governing Law and Applicable Language

The terms and conditions herein shall be construed in accordance with Utah law.

XV. Successors and Assigns

This Agreement may not be transferred or assigned without the consent of NSBN.