

PRODUCT PURCHASE AGREEMENT - CANADA

This is a binding contract - please read and complete it carefully before signing.
 Send the signed Distributor Agreement and Product Purchase Agreement to Nu Skin Canada, Inc.,
 3350 Ridgeway Drive, unit #1, Mississauga, Ontario L5L 5Z9 for processing.

(Write your Distributor Identification Number as it appears on your Independent Distributor Agreement)

DIN# CA

PRIMARY DIVISION

To establish your account and receive your personal Distributor Reference Number (DRN)

- Nu Skin (Personal Care): Phone 1-800-877-6100
- OR**
- Pharmanex (Nutrition): Phone 1-800-487-3200

DRN

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 Canada, Inc., (hereinafter referred to as Nu Skin Canada) and other affiliated Nu Skin companies. This Agreement may be declared void if the information is false or misleading.

Purchaser #1 Last Name	Purchaser #1 Middle Name (optional)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Purchaser #1 First Name	(hereinafter referred to as "Purchaser")
<input style="width: 100%;" type="text"/>	

Purchaser #2 or Spouse Last Name	Purchaser #2 Middle Name (optional)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Purchaser #2 or Spouse First Name	(Spouse may not enter a separate agreement. If spouse desires to be a Distributor, spouse must be a party to this Agreement)
<input style="width: 100%;" type="text"/>	

Apartment/Suite Street number and name, or P.O. box number, R.R., General Delivery

Mailing Address			
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
City	Province	Postal code	Country
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Home Telephone Number	<input style="width: 100%;" type="text"/>	E-mail Address
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

COMPANY OR PARTNERSHIP INFORMATION (If you wish to sign up as a company or partnership, you must complete and attach a Partnership/Corporation Form, including business identification number)

The Purchaser has signed an Independent Distributor Agreement with Nu Skin Enterprises, Inc., (hereinafter referred to as "Nu Skin") and has completed a Partnership/Corporation Form (if applicable) with the following information:

Company Name	Business Identification Number
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title	Tax Identification Number
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

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

(if a Company or a Partnership distributorship, please attach or send a copy of the your tax identification card or other documentation evidencing your tax identification number)

GST Number	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 card number.
<input style="width: 100%;" type="text"/>	

(if applicable - see Section II E on the reverse side)

PAYMENT INFORMATION

Primary Credit Card Information VISA Master Card

Primary Credit Card No.	EXPIRY DATE
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Card holder's Signature _____

Secondary Credit Card Information VISA Master Card

Secondary Credit Card No.	EXPIRY DATE
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Card holder's Signature _____

Purchaser #1 Signature	Date	Purchaser #2 or Spouse Signature	Date
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

(A company signature must be identical to the signature on the Company Information Sheet by a person duly authorized to sign for the company)

I have enclosed payment (certified cheque, money order or CC information) for the following:

Starter Packet	\$15.00
Provincial Sales Tax [†]	
Total Remittance	\$

PST applicable in every province excluding AB.

***PLEASE READ THE ADDITIONAL TERMS ON THE REVERSE SIDE OF THE AGREEMENT**

In consideration of the mutual promises, covenants, and conditions contained in this Product Purchase Agreement (hereinafter referred to as "Agreement"), Nu Skin Canada and Purchaser agree as follows:

I. TERMS AND CONDITIONS

- A. Purchaser agrees that distribution of the Company's products in any officially opened country or territory other than Canada requires Purchaser to enter separate distribution contracts. (International Distribution and 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 the Company for business, promotional and sponsoring activities are prohibited as set forth and explained in Section 32 of the 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.

II. RELATIONSHIP OF THE PARTIES

- A. The Parties to this Agreement are Nu Skin Canada and Purchaser. Nu Skin Canada is an affiliated Nu Skin company, is the authorized exclusive distributor of the Company products in Canada, and will offer the products only to those Independent Distributors who have entered a Product Purchase Agreement.
1. The Parties understand that this Agreement constitutes a distinct and separate Agreement respecting the wholesale purchase of the Company products in Canada.
 2. This Agreement becomes effective upon acceptance by Nu Skin Canada. All relevant terms and conditions of the Company's 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 the Company products, or other disciplinary action deemed reasonable by Nu Skin Canada.
- B. Purchaser certifies that prior to signing this Agreement or conducting any independent business or sponsorship activity, Purchaser is responsible for learning and complying with all federal, provincial, territorial, and local laws, registration requirements, regulations, immigration procedures, tax requirements and other due demands of Canada where Purchaser intends to do business.
- C. Purchaser accepts the sole responsibility of conducting Purchaser's independent business lawfully within Canada. Accordingly, Purchaser releases and agrees to indemnify Nu Skin Canada and any other affiliated Nu Skin companies together with their officers, directors, agents, solicitors, insurers, and employees from any and all personal liability arising from any and all of Purchaser's acts or omissions.
- D. Purchaser is not, nor will Purchaser represent in any manner to be, an employee, agent, partner, or legal representative of the Company. Purchaser contracts and transacts business with Nu Skin Canada as principals 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.
- E. Purchaser is responsible for the proper collection and payment of any applicable GST on purchases and sales. If annual financial sales exceed certain levels, Purchaser may be required to be GST registered.
- F. Purchaser may delegate obligations under this Agreement to others, but remains solely responsible for ensuring compliance with all obligations under this Agreement.
- G. Purchaser understands and agrees that the Company products and product labels and packaging intended for sale and distribution in Canada comply with local law. The Company product, labels and packaging intended for use, sale and distribution in Canada 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 business and distribute products.
- H. Purchaser certifies that Purchaser has not previously (directly or indirectly) and will not in the future import any non-Canada affiliated Company products, labels, packaging or materials into Canada. Purchaser hereby acknowledges that to do so would cause irreparable damage and harm to Nu Skin Canada.
- I. The name Nu Skin and all related trademarks and trade names are proprietary, are the exclusive property of the Company, and are used by Nu Skin Canada 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 the Company's right to any such mark without its prior written consent.
- J. Nu Skin Canada will pay Purchaser (if a Canadian resident) on behalf of Nu Skin Enterprises Inc. any Bonus to which Purchaser is entitled under the Company's Sales Compensation Plan.

III. ORDERING PRODUCTS AND SALES AIDS

- A. Purchaser may order products from Nu Skin Canada. Orders are binding when accepted by Nu Skin Canada 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 for his or her personal consumption and/or to service his or her retail customers in a one month period.
- C. Nu Skin Canada reserves the right to change wholesale product prices without prior notice.
- D. Purchaser agrees that the terms of this Agreement shall apply to all orders placed by Purchaser for the Company 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 Canada, signed by an authorized officer.
- 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 Canada will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and Nu Skin Canada 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

Except as provided in section VI C and D Nu Skin Canada will exchange products (including sales aids) 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 within thirty (30) days immediately following the purchase. If feasible, returned products will be replaced with undamaged products. When an exchange is not feasible, Nu Skin Canada reserves the right to issue a 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

- A. Purchaser may receive a refund of 90% of the wholesale price Purchaser paid as of the order date, less applicable bonuses, (plus any prepaid applicable GST) on reasonably sound, unopened, unaltered, resalable, and restockable Company products that are returned to Nu Skin Canada, 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.
1. Products otherwise sold individually but purchased as part of a kit or package may be returned if the product complies with this section.
- B. To obtain a refund or exchange, Purchaser must comply as follows:

1. Obtain approval and a Return Merchandise Authorization (RMA) number for the return from Nu Skin prior to returning the products to Nu Skin Canada. The approval must be obtained either by telephone or in writing from Nu Skin Canada, 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.
2. Nu Skin Canada will provide Purchaser with the correct procedures and location for returning the products.
3. Nu Skin Canada may effect a refund by but are not limited to the following; credit voucher, bank cheque, bank transfer, or credit card charge back.
4. 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 Canada will pay the shipping costs.
5. Nu Skin Canada 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

- A. With respect to each retail sale of the Company products, 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.
- B. 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. A Purchaser is solely responsible for learning and complying with the direct and door-to-door laws and Codes of Practice in Canada.
- C. 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 13 of the Policies and Procedures.
- D. Nu Skin Canada encourages a Purchaser to honor any request for a refund or product exchange. Nu Skin Canada supports this policy by providing replacement products to the Purchaser. Purchaser must request replacement within thirty (30) 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 the Company products which are not contained in official Company promotional materials produced and distributed by Nu Skin Canada, or which are otherwise authorized by an affiliated Nu Skin company for distribution in Canada.

VIII. INSURANCE

Nu Skin Canada may, from time to time, obtain product liability insurance that may cover claims arising from the use of the Company products. If a claim is asserted against a Purchaser, Purchaser should immediately contact Nu Skin Canada 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 Company products in contravention of the Agreement or in violation of any applicable law. Nothing herein should be construed to guarantee coverage or obligate Nu Skin Canada or any other affiliated Nu Skin 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 Canada, or the commercial activities of Nu Skin Canada or any affiliated Nu Skin company.

X. AGREEMENT CHANGES

Nu Skin Canada 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 any official publication produced for the Purchaser in Canada by Nu Skin Canada. 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. If there is any difference between the English language text of the terms and conditions and the French language text, for all purposes the English language shall be conclusive.

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 Canada, 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 Canada 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

- A. Nu Skin Canada 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 Canada's principal business address set out above. A Purchaser's written notice of termination may be in that language. Termination will become effective on the date Nu Skin Canada receives the written notice.
 2. If Purchaser terminates this Agreement within thirty (30) days of Nu Skin acceptance, he/she may return the Starter Package to Nu Skin Canada for a refund equal to 100% of its original cost.

XV. ASSIGNMENT OF CONTRACT TO A THIRD PARTY

Purchaser agrees that Nu Skin Canada may assign this contract to a third party upon giving Purchaser written notice of its intention to do so.

hereunder against my Distributor commissions.