

**Hong Kong Office**Causeway Bay Distribution Center  
Mongkok Distribution Center26th Floor, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong. Phone: 852-2837-7700  
10/F, 168 Sai Yeung Choi Street, Mongkok, Kowloon, Hong Kong. Phone: 852-2837-7500**Macau Office**

Macau Distribution Center

Rua de Pequim No.244-246, 6-H Macau Finance Centre, Macau.

Phone: 852-703-655

**This is a binding contract, please carefully read and complete this Agreement before signing.**

**Return the signed Agreement to Nu Skin Enterprises Hong Kong, Inc. at its Hong Kong or Macau Distribution Center.**

Nu Skin Enterprises Hong Kong, Inc. is an affiliated Nu Skin Company, and the exclusive wholesale Distributor of Nu Skin products in Hong Kong and Macau. Nu Skin Enterprises Hong Kong, Inc. will offer Nu Skin products for wholesale purchase only to Independent Distributors of Nu Skin International, Inc. (residents of Hong Kong and Macau or duly authorized foreign international sponsors) with whom it enters a Product Purchase Agreement.

In consideration of the mutual promises, covenants, and conditions contained in the terms of this Product Purchase Agreement ("Agreement"), Nu Skin Enterprises Hong Kong, Inc., ("NSE HK") and the undersigned ("Wholesale Purchaser" or "I") agree as follows:

**I. WHOLESALE PURCHASER IDENTIFICATION INFORMATION:****A. Wholesale Purchaser,**

*Full Name in English - Surname first; (Full Name - if an individual, name must be same as on I.D. Card or passport; if a business, name must be as it appears on the records of the competent government authority)*

Name in Chinese  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:

I certify the information I provide is true and correct and agree that NSE HK may declare this Agreement void if such information is false or misleading

B. If Wholesale Purchaser is not a permanent resident of Hong Kong / Macau, he/she/it has entered an International Distribution and Sponsor Agreement with Nu Skin International, Inc. specific to Hong Kong / Macau.

C. If an individual, Wholesale Purchaser agrees spouse (if applicable) 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.

1. Spouse Name:

*(Surname first)*Name in Chinese 

D. Wholesale Purchaser agrees to allow use of the information provided for purposes of identification on the database and records of NSE HK.

E. In order for NSE HK to provide international support for my Nu Skin distributorship, I authorize NSE HK to transfer and disclose personal and / or confidential information in connection with me and my distributorship to all Nu Skin group and affiliated companies and to Nu Skin Independent Distributors. I authorize NSE HK to disclose information (that may be personal or confidential) relating to my distributorship to government agencies or regulatory bodies upon their request or if required by law.

Signature of Wholesale Purchaser

*(Individual or Business Organisation signature must be a person formally authorized to sign for and bind the business organisation in accordance with applicable law)*

Date

Signature #2

*(Spouse - if applicable)*

Date

Nu Skin Enterprises Hong Kong, Inc.

Date

**NOTE: See sections II through XV on reverse side**

Nu Skin Enterprises Hong Kong, Inc., a U.S. Corporation with limited liability

## II. RELATIONSHIP OF THE PARTIES

- A. Wholesale Purchaser agrees to purchase Nu Skin products exclusively from Nu Skin HK at wholesale prices for distribution in Hong Kong and Macau (the "Territory") 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 Nu Skin HK in its Hong Kong Distribution Center. Unless either Nu Skin HK 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. Nu Skin HK is the only authorized licensee of the Nu Skin Independent Distributor Network in the Territory 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 the Territory), which are included and incorporated herein by reference, and as part of this Agreement, Nu Skin HK 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 Nu Skin HK.
- C. Nu Skin HK 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. I accept the sole responsibility to conduct my independent Nu Skin business lawfully within the Territory. Accordingly, I release and agree to indemnify Nu Skin HK 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 Nu Skin HK. I am an independent contractor and will pay any self-employment, worker's compensation, social security, and other assessments required under applicable Territory laws.
- D. 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 Nu Skin HK as licensee shall make all such payments in Hong Kong / Macau under contractual arrangement with Nu Skin International, Inc.
- E. If I am not a permanent resident of the Territory (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 the Territory in any form) all immigration, visa, employment, tax and registration requirements of the Territory respecting the transaction of my business in the Territory. 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 the Territory.
- F. I understand and agree that only Nu Skin products imported by and purchased from Nu Skin HK may be sold in the Territory. I have not previously (directly or indirectly) and will not in the future import into the Territory any Nu Skin product. I acknowledge that to do so would cause irreparable damage to Nu Skin HK and the affiliated Nu Skin Companies.
- G. I acknowledge that the name "Nu Skin" and all related trade marks and related trade names using the words "Nu Skin" are the exclusive property of Nu Skin International, Inc. and used by Nu Skin HK under separate agreement. I will not use, register, claim title to, or in any manner impugn or interfere with the right of Nu Skin International, Inc. in or to any such mark without its prior written consent.

## III. ORDERING PRODUCTS AND SALES AIDS

- A. Wholesale Purchaser may order products directly from Nu Skin HK. Orders are binding when accepted by Nu Skin HK 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 (i.e. the amount of products a Wholesale Purchaser would reasonably expect to resell to retail customers in a one month period).
- C. Nu Skin HK 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 Nu Skin HK, 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.
- (i) Nu Skin HK will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and Nu Skin HK will add that service fee to any outstanding amount due from Wholesale Purchaser.
- (ii) 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 provide in Subsection VIC, Nu Skin HK 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, Nu Skin HK reserves the right to issue credit vouchers for the Wholesale value of the returned products.
- B. To exchange products, a Wholesale Purchaser must:
- (i) deliver to Nu Skin HK a request for exchange in writing within thirty (30) days immediately following the purchase;
- (ii) obtain from Nu Skin HK authorization and instructions on the method of return;
- (iii) pay all shipping costs and other expenses incurred by Nu Skin HK in relation to product exchanges.

## V. NU SKIN HK REFUND (BUY-BACK) POLICY

- A. Nu Skin will refund ninety percent (90%) of the wholesale price as at order date, less applicable bonuses/commissions on reasonable sound, unopened, unaltered, resalable, and restockable products that are returned to Nu Skin HK by the Wholesale Purchaser who purchased the product within twelve months of the product order date.
1. Products otherwise sold individually but purchased as part of a kit or package may be returned if the product is current, unopened and resalable.
2. Nu Skin HK may effect a refund by but are not limited to the following: credit voucher, bank check, bank transfer, or credit card charge back. The actual form of refund will be based upon local payment procedures and Wholesale Wholesale Purchaser request.
- B. To obtain a refund for returned products, a distributor must comply with these procedures:
1. Approval for the return must be received prior to shipment to Nu Skin HK. This approval must be obtained, either by telephone or in writing, and the actual return shipment must be accompanied by the approval authorization reference and Sales Receipt.
2. Nu Skin HK will provide Wholesale Purchaser with the correct procedures and location for returning the products. All shipping costs and other expenses Nu Skin HK incurs must be paid for by the Wholesale Purchaser.

3. Products sent to Nu Skin HK without prior authorization will not qualify for a refund and will be returned to the Wholesale Purchaser at the Wholesale Purchaser's expense.
4. Nu Skin HK reserves the right to require a Wholesale Purchaser to repay bonuses/commissions paid to him or her on products returned by the Wholesale Purchaser's downline under its buyback policy. This may be achieved either through direct contact with the affected Wholesale Purchaser or by withholding from future bonus/commission payments. This policy encompasses all refunds allowed under the refund policy, extension of the refund policy as required by applicable law, or instances in which Wholesale Purchaser misconduct, misrepresentation, or other extenuating circumstances necessitates a company refund in excess of the stated refund policy.

## VI. RETAIL CUSTOMER REFUND POLICY

- A. With each retail sales of Nu Skin Product in the Territory, regardless of the amount, I agree to complete and manually sign the triplicate Hong Kong or Macau Retail Order Sales Receipt 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 the Hong Kong or Macau Retail Order Sales Receipt 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. Nu Skin HK encourages a Wholesale Purchaser to honor any refund or product exchange request from retail customers. Nu Skin HK 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:
- (i) a Wholesale Purchaser must request a replacement and return the unused portion of product and the completed Hong Kong or Macau Retail Order Form for such product to Nu Skin HK within ninety (90) days following the refund or exchange;
- (ii) the Wholesale Purchaser must pay all shipping costs and other expenses Nu Skin HK incurs in relation to product replacement.

## VII. INSURANCE

- Nu Skin 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 Nu Skin HK to ascertain the applicability of any such coverage. In no event, however, will coverage extend to any Wholesale Purchaser who:
- (i) repackages or alters any product;
- (ii) acts negligently; or
- (iii) 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.

## VIII. PRODUCT CLAIMS AND REPRESENTATIONS

- A. Wholesale Purchaser may make only those product claims and representations found in the literature distributed by Nu Skin HK, in accordance with applicable laws in the Territory.
- B. While Nu Skin HK marks 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.
- 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 Nu Skin Nu Skin HK, Nu Skin products, or the commercial activities of Nu Skin HK or the affiliated Nu Skin companies.

## X. AGREEMENT CHANGES

- Nu Skin HK 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 the Territory by Nu Skin HK. Notice shall be deemed to have been received by the Wholesale Purchaser three days after the date of posting of such notice. 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 Nu Skin HK 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 Nu Skin HK 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 Nu Skin HK and Wholesale Purchaser concerning all matters touched upon in this 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 the Territory 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 the Utah laws. If there is any difference between the English language text of the terms and conditions and the Chinese language text, for all purposes the English language shall be conclusive.

## XV. SUCCESSORS AND ASSIGNS

- This Agreement may not be transferred or assigned without the consent of Nu Skin HK.