



Nu Skin Japan Co., Ltd., The Shinjuku I-Land Tower, 22 & 23 F, 6-5-1 Nishi Shinju-ku, Tokyo, Japan 163-13

PLEASE CAREFULLY READ AND COMPLETE THIS AGREEMENT BEFORE SIGNING

NOTICE

NU SKIN JAPAN, INC. IS AN INDEPENDENT, AFFILIATED NU SKIN COMPANY, AND THE EXCLUSIVE WHOLESALE DISTRIBUTOR OF NU SKIN PRODUCTS IN JAPAN THROUGH ITS BRANCH OPERATION. NU SKIN JAPAN, INC. WILL OFFER NU SKIN PRODUCTS FOR WHOLESALE PURCHASE ONLY TO INDEPENDENT DISTRIBUTORS OF NU SKIN INTERNATIONAL, INC. (RESIDENTS OF JAPAN, CORPORATIONS OR BUSINESS ORGANIZATIONS EXISTING IN JAPAN OR DULY AUTHORIZED FOREIGN INTERNATIONAL SPONSORS) WITH WHOM IT ENTERS A PRODUCT PURCHASE AGREEMENT.

IN CONSIDERATION OF THE MUTUAL PROMISES, CONVENANTS, AND CONDITIONS CONTAINED IN THIS PRODUCT PURCHASE AGREEMENT ("AGREEMENT"), NU SKIN JAPAN, INC., ("NU SKIN JAPAN") AND THE UNDERSIGNED ("PURCHASER") AGREE AS FOLLOWS:

I. WHOLESALE PURCHASER IDENTIFICATION INFORMATION:

A. Purchaser _____ (full name—if an individual, surname, first, middle)

agrees to purchase Nu Skin products exclusively from Nu Skin Japan.

B. Purchaser is (please check one) Individual KK (Co. Ltd.) Goshi Kaisha Gomei Kaisha Yugen Kaisha Other Business Organization

C. Purchaser is a (please check one) Resident of Japan Foreign Resident—International Sponsor Corporation Existing in Japan Other Business Organization Existing in Japan

INDIVIDUAL WHOLESALE PURCHASER'S OR BUSINESS ORGANIZATION'S IDENTIFICATION NUMBER:

[Empty box for identification number]

Tax Identification Number (for business entity only, if applicable): [Empty box]

E. Individual Purchaser's (Distributor's) birthdate or Business Organization's Inception Date: _____ Year _____ Day _____ Month _____

F. Purchaser's address and telephone number:

(i) Individual Address: _____

Telephone Number (Home) _____ Telephone Number (Business) _____

(ii) Business Organization Location: _____

Name of Authorized Representative: _____

Name of Person In Charge: _____

Telephone Number: _____

G. Purchaser certifies he/she/it is authorized under contract with Nu Skin International, Inc. as an Independent Distributor.

- 1. If Purchaser is a foreign resident, he/she/it has entered an International Distribution and Sponsor Agreement with Nu Skin International, Inc. specific to Japan.
2. If an individual, Purchaser agrees spouse (if applicable) may not enter a separate wholesale purchase agreement. Spouse must be a party to this Agreement and agree to be bound by its terms.

Spouse Name: _____

H. Purchaser agrees to allow use of the information provided for purposes of identification on the database and records of Nu Skin Japan.

Signature (or name with seal imprint) of Purchaser (In case of a Business Organization, signor must be a person formally authorized to sign for and bind the business organization in accordance with applicable law). Date

Signature (or name with seal imprint) #2 (Spouse—if applicable) Date

Nu Skin Japan, Inc. Date

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II. Relationship of the Parties

- A. Wholesale Purchaser (the "Purchaser") certifies the information provided herein is true and accurate. Purchaser is legally competent to form a contract in the jurisdiction in which he or she lives.
- B. Purchaser and Nu Skin Japan, Inc. ("Nu Skin Japan") agree and understand that this Agreement constitutes a distinct and separate agreement (from Purchaser's contract with Nu Skin International, Inc.) respecting the wholesale purchase of Nu Skin products in Japan. Purchaser acknowledges that he or she has received, read and understands this Agreement, and agrees to be bound by its terms and conditions. Upon acceptance by Nu Skin Japan in Tokyo, this Agreement will take effect, thus binding the Purchaser to its terms and conditions. All relevant terms and conditions of the Nu Skin Sales Compensation Plan and the Nu Skin Policies and Procedures (as modified for Nu Skin Japan) are included and incorporated herein by reference.
- C. If Purchaser is not a resident of Japan (but rather an International Sponsor), he or she certifies research and compliance with (prior to submitting this Agreement or sponsoring or conducting any independent Nu Skin business in Japan in any form) all immigration, visa, employment and registration requirements of Japan respecting the transaction of any such Purchaser's Independent Nu Skin business in Japan. In addition, Purchaser certifies he or she will discover and comply with all applicable laws, regulations, rules, tax requirements and other due demands of the relevant Japanese governments, agencies or other authorities.
- D. Purchaser accepts the sole responsibility of conducting his or her independent Nu Skin business lawfully within Japan. Accordingly, Purchaser releases and agrees to indemnify Nu Skin Japan and any affiliated Nu Skin Company together with their officers, directors, agents, attorneys, insurers, and employees from any and all liability arising from any and all of Purchaser's acts or omissions.
- E. Purchaser is not (nor will he or she represent in any manner to be) an employee, agent, partner, or legal representative of Nu Skin Japan. Purchaser is an independent contractor and will pay any taxes and other assessments required under applicable Japanese law. Purchaser can delegate obligations under this Agreement to others, but Purchaser is solely responsible for ensuring that anyone to whom Purchaser delegates any obligation complies with this Agreement and with other Nu Skin rules and Policies and Procedures.
- F. As the only authorized wholesale seller of Nu Skin products in Japan, Nu Skin Japan agrees to sell such products non-exclusively (under terms of this Agreement) to Purchaser and Purchaser agrees to purchase Nu Skin products exclusively from Nu Skin Japan.
- G. Purchaser understands and agrees that only Nu Skin products imported by and purchased from Nu Skin Japan may be sold at retail in Japan. Purchaser certifies that he or she has not previously (directly or indirectly) and will not in the future import into Japan any Nu Skin product except for his or her personal use. Purchaser acknowledges that to do so would cause irreparable damage to Nu Skin Japan and the affiliated Nu Skin Companies.
- H. Purchaser acknowledges that any violation of the terms of this Agreement may result in the termination of his or her eligibility to purchase Nu Skin products in Japan or any other disciplinary action deemed reasonable by Nu Skin under the circumstances. The name Nu Skin and all related trade marks and related trade names using the words Nu Skin are proprietary and the exclusive property of Nu Skin International, Inc. and used by Nu Skin Japan under separate agreement. Purchaser 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.
- I. Nu Skin Japan will pay Purchaser (if a Japanese resident, as opposed to an International Sponsor) any Bonus to which Purchaser is entitled under the Nu Skin Sales Compensation Plan.

III. Ordering Products and Sales Aids

- A. A Purchaser may order products directly from Nu Skin Japan. Orders are binding when accepted by Nu Skin Japan. There is no required minimum order amount; however, shipping costs may be higher per unit on smaller orders. Purchaser is responsible for transport costs on all orders.
- 1) Before a Purchaser can order products from Nu Skin Japan:
- Purchaser must read this Agreement;
 - complete and manually sign or write name with seal imprint and submit this Agreement to Nu Skin Japan and
 - the Agreement must be accepted by Nu Skin Japan (constituting formation of the Agreement).
- 2) Purchaser must place orders by:
- delivering or mailing the completed Product Order form or Sales Aid Order form, accompanied by a cash, check or other acceptable means to the order of Nu Skin Japan, or by presenting a valid credit card;
 - telephone or facsimile, provided immediate payment to Nu Skin Japan is offered. No paper order forms should be submitted if ordering by telephone or facsimile.
- B. No Purchaser is required to maintain a Nu Skin product inventory of any specific volume or value. Purchaser, as an independent contractor, must use his/her own judgement in determining inventory needs based on reasonably projected retail sales. Purchaser agrees, however, not to order and maintain more than a reasonable inventory of Nu Skin products (i.e. the amount of products a Purchaser would reasonably expect to resell to retail customers in a one month period). A violation of this Subsection III B constitutes a breach of the Agreement.
- C. Nu Skin Japan reserves the right to change wholesale product prices without prior notice.
- D. All suggested retail prices are only recommended prices and there is no obligation to comply with the recommendation.
- E. The Distributor agrees that the terms of this Product Purchase Agreement shall apply to all orders placed by him/her for Nu Skin products, whether such orders are placed by the telephone, facsimile, Product Order form or otherwise. The terms of this Product Purchase Agreement shall apply to the exclusion of all other terms and conditions, and can be varied only with an agreement in writing of Nu Skin Japan, signed by an authorized officer.
- F. Purchaser agrees that any tender of a purported payment not supported by sufficient funds constitutes a material breach of the Agreement -
- Nu Skin Japan will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and Nu Skin Japan will add that service fee to any outstanding amount due from Purchaser.
 - If a single order is placed by more than one Purchaser, each such 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 VI C and D, and subject to any non-excludible statute to the contrary, Nu Skin Japan will exchange products (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 an exchange is not feasible, Nu Skin Japan reserves the right to issue credit vouchers for the wholesale value of the returned products.
- B. To exchange products, a Purchaser must:
- deliver to Nu Skin Japan a request for exchange in writing within thirty (30) days immediately following the purchase;
 - obtain from Nu Skin Japan authorization (in the form of a Return Merchandise Authorization Number) and instructions on the method of return;
- C. In the case of a product exchange due to reasons described in IV. A. above, Nu Skin Japan will pay the shipping costs associated with the exchange.

V. Refund Policy

- A. Provided the criteria set forth in Subsection V C below are met, Nu Skin Japan will refund 90% of the wholesale purchase price (plus any applicable consumption tax if prepaid) of unopened, resalable, untempered with, unexpired Nu Skin products during the ninety (90) days immediately prior to the request for product return. After this 90 day period, a 52% refund is available.
- B. A Purchaser's refund rights, 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.
- C. To secure a refund, Purchaser must:
- give notice (pursuant to the provisions of Section XVI) of his/her intent to terminate this Agreement.
 - give Nu Skin Japan a written notice of such intent to terminate, or such actual termination, coupled with a written refund request. Any refund request must be accompanied by verification of shipping invoices, verification that payment in full has been made and copies of all Product Order Forms submitted to Nu Skin Japan within the preceding ninety (90) days;
 - obtain authorization (in the form of a Return Merchandise Authorization Number) and instructions on the method of return from Nu Skin Japan;
 - pay all shipping costs associated with product returns;
 - return the product in question in a unexpired, unopened and resalable state. If product is not returned in such condition, no refund will be given.

VI. Retail Customer Refund Policy

- A. With each retail sale of Nu Skin product, regardless of the amount, a Purchaser must complete and manually sign the Retail Receipt form. The Purchaser must give two copies of the completed Retail Receipt form to the retail customer and must retain the original.
- B. Under the applicable door-to-door sales laws, a retail customer may, for any reason within eight (8) days of purchasing, request a full refund of the purchase price in the amount described hereinafter, and provided that the amount of the purchase was at least ¥3000. If the retail customer complies with the procedure indicated on the Retail Receipt Agreement, the Purchaser must make the refund within ten (10) days after the request. At the customer's sole discretion, the Purchaser may effect a product exchange rather than a refund. The amount of the refund shall be the full amount of the price paid by the retail customer for the returned products plus any consumption tax paid by the retail customer (if applicable), less the amount equivalent to the value of any used, damaged or unsalable products.

- C. A retail customer's rescission rights established by applicable law, may override and be more extensive than the above-described rescission 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 15 of the Nu Skin Policies and Procedures as modified for Japan: "Door to Door Sales")
- D. Nu Skin Japan encourages a Purchaser to honor any refund or product exchange requested. Nu Skin Japan supports this policy by providing replacement products to the Purchaser during the ninety (90) days immediately following a refund to, or a product exchange with, a retail customer. In order for a Purchaser to receive replacement products the following steps must be taken:
- A Purchaser must request a replacement and return the unused portion of product and the completed Retail Product Order Form for such product to Nu Skin Japan within ninety (90) days following the refund or exchange;
 - Nu Skin Japan must authorize the replacement, instruct the Purchaser on return procedures and assign a Return Merchandise Authorization Number to accompany the products being returned;
 - the Purchaser must pay all shipping costs associated with product replacement.

VII. Insurance

Nu Skin Japan 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 Purchaser, he/she should immediately contact Nu Skin Japan to ascertain the applicability of any such coverage. In no event, however, will coverage extend to any 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.

Nothing herein should be constituted to guarantee coverage or obligate Nu Skin Japan to cover a claim.

VIII. Product Claims and Representations

1. Purchasers may make only those product claims and representations found in the literature distributed by Nu Skin Japan or Nu Skin International, Inc.
2. While Nu Skin Japan 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 at any time.
3. A 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 Interior Design Nutritional products.
4. A Purchaser may not make, directly or indirectly, any medical, therapeutic, medicinal or drug related claims for or concerning any Nu Skin product, nor may a Purchaser specifically recommend or prescribe any Nu Skin product as suitable for any specific ailment of condition. To do so would wrongly imply that the product so represented is a therapeutic product, quasi drug or drug rather than a cosmetic. No Nu Skin product is represented to be a therapeutic product, quasi drug or drug except for those products which have or will be specifically registered and/or approved as such. Notice and information regarding such product approval will be given as they occur.

IX. General Business Ethics

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

X. Agreement Changes

Nu Skin Japan expressly reserves the right to make any modifications to this Agreement upon thirty (30) days notice (pursuant to Section XVI herein). Purchaser agrees that thirty (30) days after notification, any such modifications become effective and are automatically incorporated into this Agreement as effective and binding provisions. By continuing to purchase Nu Skin products after such modifications have become effective, Purchaser acknowledges acceptance of the new Agreement terms.

XI. Term

The term of this Agreement shall be from the date of acceptance by Nu Skin Japan as described in III. A. (1) (c) above through the date of expiration of the distributorship of Purchaser with Nu Skin International, Inc.

XII. Waiver

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

XIII. Integrated Agreement

1. This Agreement is the final expression of the understanding and agreement between Nu Skin Japan and 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 and invalidates all prior or contemporaneous notes, memoranda, demonstrations, and descriptions relating to the subject matter of the Agreement, except it does not invalidate or change any term or condition between Purchaser and Nu Skin International, Inc. 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 or contemporaneous oral or written agreement.
2. Should any discrepancy exist between the terms of the Agreement and verbal representations made to Purchaser by any Independent Distributor or any Nu Skin employee, the terms and requirements of the Agreement will prevail.

XIV. 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.

XV. Governing Law

This Agreement is to be construed, with respect to its validity and performance obligations thereunder, in accordance with the laws of Japan.

XVI. Applicable Language

This Agreement is first written in the English language but is translated in the Japanese language for the convenience of the Distributor. The English version of this version of the Agreement shall control all questions of interpretation and performance. No translations into Japanese or any other language shall be used in the interpretation or construction of the Agreement.

XVII. Notices

Any notice or other communication requested or permitted to be given under the Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or sent by First Class, certified (or registered) or express mail, postage prepaid, and, 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 Japan's branch office, or principal place of business in Tokyo, or to 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 Japan shall have the right, as an alternative method of notice under this Section XVI, to use mail or other normal channels of communication with Purchasers. The principal business address of Nu Skin Japan Co., Ltd., The Shinjuku I-Land Tower, 22 & 23 F, 6-5-1 Nishi Shinjuku, Tokyo, Japan 163-13.

XVIII. Successors and Assigns

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

XIX. Headings

The headings in this Agreement are for convenience only and shall not limit or otherwise effect any of the terms or provisions of the Agreement.