



**This is a binding contract, please carefully read and complete this Agreement before signing.
Return the signed Agreement to Nu Skin (Malaysia) Sdn. Bhd.
at its Malaysia Distribution Center.**

NU SKIN (MALAYSIA) SDN. BHD. IS THE EXCLUSIVE WHOLESALE DISTRIBUTOR OF NU SKIN PRODUCTS IN MALAYSIA. NU SKIN (MALAYSIA) SDN. BHD. WILL OFFER NU SKIN PRODUCTS FOR WHOLESALE PURCHASE ONLY TO INDEPENDENT DISTRIBUTORS OF NU SKIN INTERNATIONAL, INC. (RESIDENTS OF MALAYSIA OR DULY AUTHORISED 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 (MALAYSIA) SDN. BHD. ("NSMY") AND THE UNDERSIGNED ("WHOLESALE PURCHASER" or "I") AGREE AS FOLLOWS:

I. WHOLESALE PURCHASER IDENTIFICATION INFORMATION:

A. Wholesale Purchaser

(Full Name in English - if an individual, name must be the same as on NRIC or passport, if a business, name must be as it appears on the records of the competent government authority.)

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, the Wholesale Purchaser, certify the information I provide is true and correct and agree that NSMY may declare the Agreement void if such information is false or misleading.

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

C. If an individual, Wholesale Purchaser agrees spouse (if applicable) may not enter a separate wholesale purchase 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)

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

E. In order for NSMY to provide international support for my Nu Skin Distributorship, I authorise NSMY 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 NSMY 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 authorised to sign for and bind the business organisation in applicable law).

Date

Signature#2 (Spouse if applicable)

Date

Note : See Section II through XVII On the Reverse Side

II. Relationship of the Parties

A. Wholesale Purchaser agrees to purchase Nu Skin products exclusively from NSMY at wholesale prices for distribution in Malaysia (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 NSMY in its Distribution Center in Malaysia. Unless either NSMY 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. NSMY 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, NSMY 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 NSMY.

C. NSMY 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 NSMY 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 NSMY. I am an independent contractor and will pay any self-employment, worker's compensation, social security, and other assessments required under applicable the Territory law.

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 NSMY as licensee shall make all such payments in Malaysia 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 NSMY 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 NSMY and affiliated Nu Skin Companies.

G. Purchaser agrees not to use, register or attempt to register any trademark, trade names, company names, business names, domain names or other intellectual property of NSMY, 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 INC. Purchaser agrees that any unauthorised use, registration or attempted registration of NSMY's, Nu Skin International, Inc's, or its affiliated company's 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 a 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 Inc. or the affiliated company at the request of Nu Skin International, Inc. Purchaser agrees that any such use, attempted registration or registration would cause irreparable harm to Nu Skin. Upon any such violation, Purchaser agrees to appropriate injunctive relief enjoining such use. NSMY 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 the purchaser. Purchaser agrees to submit to the non-exclusive jurisdiction of the WIPO Online Dispute Resolution procedure in relation to any dispute in connection with a domain name.

III. Ordering Products and Sales Aids

A. Wholesale Purchaser may order products directly from NSMY. Orders are binding when accepted by NSMY 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).

C. NSMY 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 NSMY, signed by an authorised 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) NSMY will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and NSMY 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 provided in Subsection VI C, NSMY 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, NSMY 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 NSMY a request for exchange in writing within thirty (30) days immediately following the purchase;
(ii) obtain from NSMY authorisation and instructions on the method of return;
(iii) pay all shipping costs and other expenses incurred by NSMY in relation to product exchanges.

V. NSMY Refund (Buy-Back) Policy

A. Nu Skin will refund ninety percent (90%) of the wholesale price, as at order date, less applicable bonuses/commissions of reasonably sound, unopened, unaltered, resaleable, and restockable products that are returned to NSMY by the Wholesale Purchaser who purchased the product within twelve(12) 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 resaleable.
2. NSMY may effect a refund by any means including but 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 Purchaser request

B. To obtain a refund for return products, a distributor must comply with these procedures:

1. Approval for the return must be received prior to shipment to NSMY. 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. NSMY will provide the Wholesale Purchaser with the correct procedures and location for returning the products. All shipping costs and other expenses NSMY incurs must be paid for by the Wholesale Purchaser.
3. Products sent to NSMY without prior authorization will not qualify for a refund and will be returned to the Wholesale Purchaser at the Wholesale Purchaser's expense.
4. NSMY 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 buy-back 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's 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 Retail Order Form for Malaysia. 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 ten (10) working day, cooling off period to my retail customers and notify each retail customer by a legally prescribed form of his/her/its right to rescind/terminate the retail sale contract within ten (10) working days commencing the day after the retail sale contract is made and provide to the retail customer the legally prescribed form of the notice of rescission for the retail customer's use if he/she/it so chooses. During the cooling off period, I will not deliver any products to the retail customer or accept payment from the retail customer unless he/she/it has given a written notice, seventy two (72) hours or more after signing the retail sale contract, requiring delivery before the expiry of the cooling off period. If a retail customer serves a notice of rescission within the cooling off period the retail sale contract will be deemed to be rescinded/terminated by mutual consent of the retail customer and me and deemed never to have had effect.
- C. NSMY encourages a NSMY Wholesale Purchaser to honor any refund or product exchange request from retail customers. NSMY supports this policy by providing replacement products to the Wholesale Purchaser during the ninety (90) 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 Retail Order Form for Malaysia for such product to NSMY within ninety (90) days following the refund or exchange;
(ii) the Wholesale Purchaser must pay all shipping costs and other expenses NSMY incurs in relation to product replacement.

VII. Insurance

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

X. Agreement Changes

NSMY 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 NSMY. 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 NSMY 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 NSMY 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 NSMY 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 the Territory to be invalid or unenforceable, the remaining terms and conditions will be unaffected and fully enforceable by law.

XIV. Governing Law

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 NSMY.