

**PLEASE CAREFULLY READ AND COMPLETE THIS AGREEMENT BEFORE SIGNING**

NU SKIN ENTERPRISES NEW ZEALAND, INC. IS AN INDEPENDENT, AFFILIATED NU SKIN COMPANY, AND THE EXCLUSIVE WHOLESALE DISTRIBUTOR OF NU SKIN PRODUCTS IN NEW ZEALAND THROUGH ITS BRANCH OPERATION. NU SKIN ENTERPRISES NEW ZEALAND, INC. WILL OFFER NU SKIN PRODUCTS FOR WHOLESALE PURCHASE ONLY TO INDEPENDENT DISTRIBUTORS OF NU SKIN INTERNATIONAL, INC. (RESIDENT CITIZENS OF NEW ZEALAND 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 ENTERPRISES NEW ZEALAND, INC., ("NU SKIN ENTERPRISES NEW ZEALAND") AND THE UNDERSIGNED ("PURCHASER") AGREE AS FOLLOWS:**

**1. WHOLESALE PURCHASER IDENTIFICATION INFORMATION:**

A. Purchaser \_\_\_\_\_  
(Full name - if an individual, surname, first, middle)  
 agrees to purchase Nu Skin products exclusively from Nu Skin Enterprises New Zealand.

B. Purchaser is (please tick one)  Individual  Company  Partnership  Other Business Organisation

C. Purchaser is (please tick one)  New Zealand Citizen  Foreign Citizen-International Sponsor

**INDIVIDUAL WHOLESALE PURCHASER'S OR BUSINESS ORGANISATION'S IDENTIFICATION NUMBER:**

D. GST Number (if registered)   -    -

E. Individual Purchaser's (Distributor's) birthdate or Business Organisation's Start Date: \_\_\_\_\_  
Day Month Year

F. Purchaser's address and telephone number:

Address: \_\_\_\_\_

Telephone Number (Home) \_\_\_\_\_ Telephone Number (Business) \_\_\_\_\_

Cellphone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

Spouse/Cohabitant Name: \_\_\_\_\_

H. In order for Nu Skin Enterprises New Zealand to provide support for my Nu Skin distributorship, I authorise Nu Skin Enterprises New Zealand to transfer and disclose personal and/or confidential information in connection with me, my distributorship and downline sales organisation to its parent and affiliated companies and to my Nu Skin independent upline distributors. I authorise Nu Skin Enterprises New Zealand, Inc. to disclose information (that may be personal or confidential) relating to my distributorship and downline sales organisation to government agencies or regulatory bodies upon their request or if required by law.

I. Purchaser's signature on this form indicates Purchaser's agreement to have Nu Skin Enterprises New Zealand, Inc. issue Purchaser a buyer created tax invoice for Purchaser's bonus payments.

Signature of Purchaser (Individual or Business Organisation signature must be a person formally authorised to sign for and bind the business organisation in accordance with appliance law). \_\_\_\_\_ Date \_\_\_\_\_

Signature #2 (Spouse/Cohabitant-if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Nu Skin Enterprises New Zealand, Inc. \_\_\_\_\_ Date \_\_\_\_\_

## II. Relationship of the Parties

- A. Wholesale Purchaser (the "Purchaser"), (Note: in some instances "Nu Skin Enterprises New Zealand, Inc" may be abbreviated to "Nu Skin" or "Nu Skin New Zealand" in the text of this agreement.) certifies the information provided above 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 New Zealand, Inc. agree and understand that this Agreement constitutes a distinct agreement respecting the wholesale purchase of Nu Skin products in New Zealand. Purchaser has received and read this Agreement. Upon acceptance by Nu Skin New Zealand in Auckland, 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 Enterprises New Zealand, Inc.) are included and incorporated herein by reference.
- C. If the Purchaser is not a citizen of New Zealand (but rather an International Sponsor), he or she certifies discovery of and compliance with (prior to submitting this Agreement or sponsoring or conducting any independent Nu Skin business in New Zealand in any form) all immigration, visa, employment and registration requirements of New Zealand respecting the transaction of any such Purchaser's Independent Nu Skin business in New Zealand. In addition, Purchaser certifies he or she will discover and comply with all applicable laws, regulations, rules, tax and/or GST requirements and other due demands of the relevant authorities of New Zealand.
- D. Purchaser accepts the sole responsibility to conduct his or her independent Nu Skin business lawfully within New Zealand. Accordingly, Purchaser releases and agrees to indemnify Nu Skin New Zealand and any affiliated Nu Skin Company and their officers, directors, agents and employees from all liability arising from any and all of his or her acts or omissions.
- E. Purchaser is not (nor will he or she represent in any manner to be) an employee, agent, or legal representative of Nu Skin New Zealand. Purchaser is an independent contractor and will pay any self-employment, worker's compensation, social security, tax and/or GST and other taxes and assessments required under applicable New Zealand law. Purchaser can delegate obligations under this Agreement to others, but Purchaser will be solely responsible for ensuring that anyone to whom Purchaser delegates any obligation complies with this Agreement and with all the Nu Skin Policies and Procedures.
- F. As the only authorised wholesale seller of Nu Skin products in New Zealand, Nu Skin New Zealand agrees to sell such products non-exclusively (under the terms of this Agreement) to Purchaser and Purchaser agrees to purchase Nu Skin products exclusively from Nu Skin New Zealand.
- G. Purchaser understands and agrees that only Nu Skin products imported by and purchased from Nu Skin New Zealand may be sold at retail in New Zealand. Purchaser certifies that he or she has not previously (directly or indirectly) and will not in the future, import into New Zealand any Nu Skin product. Purchaser acknowledges that to do so would cause irreparable damage to Nu Skin New Zealand and the affiliated 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 New Zealand or any other disciplinary action deemed appropriate by Nu Skin New Zealand. 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 New Zealand 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 New Zealand will pay Purchaser (if a New Zealand resident, as opposed to an international sponsor) any Bonus to which Purchaser is entitled under the Nu Skin Sales Compensation Plan.
- J. 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 Nu Skin New Zealand, Inc., Nu Skin International, Inc. or any of its affiliated companies ("Trademarks") or any works or other matter similar to the Trademarks without prior written authorisation from NSI. Purchaser agrees that any unauthorised use, registration or attempted registration of NSI, NSNZ 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 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 or its Affiliated company and must be assigned to Nu Skin International or the Affiliated Company at the request of Nu Skin International, Inc. 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. Purchaser agrees that any such use, attempted registration or registration would cause irreparable harm to Nu Skin New Zealand and its Affiliate Companies. Upon any such violation, Purchaser agrees to appropriate injunctive relief enjoining such use. Nu Skin New Zealand 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.

## III. Ordering Products and Sales Aids

- A. A Purchaser may order products directly from Nu Skin New Zealand. Orders are binding when accepted by Nu Skin New Zealand at its Auckland office. There is no required minimum order amount. Shipping costs may be higher per unit, however, on smaller orders. Purchaser is responsible for transport costs on orders with a value of less than \$1500.
- Before a Purchaser can order products from Nu Skin New Zealand:
    - Purchaser must read this Agreement;
    - complete and manually sign and submit this Agreement to Nu Skin New Zealand and
    - the Agreement must be accepted by Nu Skin New Zealand (constituting formation of the Agreement).
  - Purchaser must place orders by:
    - delivering or mailing the completed Product Order Form accompanied by a cheque or other acceptable means to the order of Nu Skin New Zealand, or by presenting a valid credit or debit card;
    - telephone, facsimile or internet, provided immediate payment to Nu Skin New Zealand is effected. 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 upon 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 one month period). A material violation of this Subsection II B constitutes a breach of the Agreement.
- C. Nu Skin New Zealand 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 products sold by Nu Skin, whether such orders are placed by 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 the agreement in writing of Nu Skin New Zealand, signed by an authorised 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 New Zealand will charge a service fee from any additional collection or handling cost it incurs as a result of such breach and Nu Skin New Zealand will add that service fee to any outstanding amount due from a 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 order.

## IV. Product Exchange Policy

- A. Except as provided in Subsection VI C and D, Nu Skin New Zealand 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 New Zealand 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 New Zealand a request for exchange in writing within ninety (90) days immediately following the purchase;
  - obtain from Nu Skin New Zealand authorisation (in the form of a Return Merchandise Authorisation Number) and instructions on the method of return;
  - pay all shipping costs associated with product exchanges.

## V. Refund Policy

- A. Provided the criteria set forth in Subsection V C below are met, Nu Skin New Zealand will refund 90% of the wholesale purchase price (plus any applicable sales tax if prepaid) of unopened, resalable, unopened, unexpired Nu Skin products purchased during the ninety (90) days immediately prior to the request for product return. After 90 days Nu Skin will extend the same refund opportunity set forth above less all applicable bonuses.
- B. A Purchaser's refund rights, established by applicable law, may override or be more extensive than the refund rights described above. In a 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 New Zealand 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 New Zealand within the preceding ninety (90) days;
  - obtain authorisation (in the form of a Return Merchandise Authorisation Number) and instructions on the method of return from Nu Skin New Zealand;
  - pay all shipping costs associated with product returns;
  - return the product in question in an unexpired, unopened and resaleable 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 triplicate Retail Sales Receipt Form. The Purchaser must give two copies of the completed Retail Sales Receipt Form to the retail customer and must retain the original.
- B. Under the applicable door-to-door sales laws, if the products are not paid for in full by the consumer at the time of order, and if the total purchase price is greater than \$40.00 (inclusive of GST) a retail customer may for any reason within ten (10) business days of purchasing, request a full refund of the purchase price. Provided the retail customer complies with the procedure indicated on the Retail Sales Receipt Form, 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.
- C. A retail customer's recession rights, established by applicable law, may override and be more extensive than the above-described recession rights. In a 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, "Door-to-Door Sales").
- D. Nu Skin New Zealand encourages a Purchaser to honour any refund or product exchange request. Nu Skin New Zealand supports this policy by providing replacement products to the Purchaser during the ninety (90) days immediately following a refund to, or product exchange with, a retail customer. In order of a Purchaser to receive replacement products the following steps must be taken:
  - a Purchaser must request replacement and return the unused portion of product and the completed Retail Order Form for such product to Nu Skin New Zealand within ninety (90) days following the refund or exchange;
  - Nu Skin New Zealand must authorise the replacement, instruct the Purchaser on return procedures and assign a Return Merchandise Authorisation Number to accompany the products being returned;
  - the Purchaser must pay all shipping costs associated with product replacement.

## VII. Insurance

- Nu Skin New Zealand 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 New Zealand 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 construed to guarantee coverage or obligate Nu Skin New Zealand to so cover a claim.

## VIII. Product Claims and Representations

- A. Purchasers may make only those product claims and representations found in the literature distributed by Nu Skin New Zealand or Nu Skin International, Inc. for use in New Zealand.
- B. While Nu Skin New Zealand make every effort to comply with all applicable product and labelling laws and regulations, it does not warrant that its products and labelling 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.
- C. 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 nutritional products.
- D. A Purchaser may not make, directly or indirectly, any medical or therapeutic claim 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 or condition. To do so would wrongly imply that the product so represented is a therapeutic product rather than a cosmetic. No Nu Skin Product is represented to be a therapeutic product, except for those products which will be specifically registered and, or approved as therapeutic. Notice of such approvals 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 New Zealand, Nu Skin products, or the commercial activities of Nu Skin New Zealand or the affiliated Nu Skin companies.

## X. Agreement Changes

Nu Skin New Zealand 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 modification 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. Waiver

Except to the extent that any applicable law may dictate a contrary result, the waiver by Nu Skin New Zealand 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 New Zealand to exercise any right or prerogative under this Agreement will not operate as a waiver of such right or prerogative.

## XII. Integrated Agreement

- A. This Agreement is the final expression of the understanding agreement between Nu Skin New Zealand and Purchaser concerning all matter touched upon in said Agreement and supersedes all prior 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. The Agreement may not be altered or amended except as provided. The existence of the Agreement may not be contradicted by evidence of any alleged prior or contemporaneous oral or written agreement.
- B. Should any discrepancy exist between the terms of this agreement and verbal representations made to Purchaser by any Independent Distributor or any Nu Skin employee, the terms and conditions of this Agreement will prevail.

## XIII. Severance

Any provisions 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 be invalidated or rendered unenforceable any other provision of the Agreement, nor will such provision of the Agreement be invalidated or rendered unenforceable in any other jurisdiction.

## XIV. Governing Law

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

## XVI. Applicable Language

The language of this version of the Agreement shall control all questions of interpretation and performance. All notices and other communications required under the Agreement shall be made in the language of this version of the Agreement.

## XVI. 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, one day after the date of such facsimile; or if mailed, 5 days after the date of mailing, to the address of Nu Skin New Zealand's branch office, or principle place of business in Auckland, 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 New Zealand shall have the right, as an alternative method of notice under this Section XVI, to use mailers or other normal channels of communications with Purchasers.

## XVII. Successors and Assigns

Purchaser may not transfer or assign this Agreement without the prior written consent of Nu Skin Enterprises New Zealand, Inc. Nu Skin Enterprises New Zealand, Inc. may assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## XVIII. Term and Termination

- A. Nu Skin New Zealand 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.
- Purchaser may terminate this Agreement at any time without penalty by giving written notice of termination to Nu Skin New Zealand at its principal business address set out above or such other business address as may be notified to Purchaser from time to time. Termination will become effective on the date Nu Skin New Zealand receives the written notice.
  - If Purchaser terminates this Agreement within thirty (30) days of Nu Skin's acceptance, he/she may return the Business Portfolio to Nu Skin New Zealand subject to the refund terms herein, for a refund equal to 100% of its original cost (less GST). Beyond the thirty (30) day period, the Purchaser is entitled to a 90% refund (less GST).
  - Either party may terminate this agreement at any time without penalty by written notice to the other party if the Independent Distributor agreement between Nu Skin International, Inc, and the Distributor is terminated for any reason.

## XIX Headings

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