



Nu Skin Philippines, Inc., 15/F Octagon Center, 41 San Miguel Ave., Ortigas Complex, Pasig City, Manila, Philippines

THIS IS A BINDING CONTRACT - PLEASE READ AND COMPLETE IT CAREFULLY BEFORE SIGNING.
RETURN THE SIGNED AGREEMENT TO NU SKIN PHILIPPINES, INC.
AT 15/F OCTAGON CENTER, 41 SAN MIGUEL AVE., ORTIGAS COMPLEX, PASIG CITY, MANILA, PHILIPPINES

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

Name (surname first, name as it appears on your identification card or other proof of identity and address, a copy of which must be submitted with this Agreement) hereinafter referred to as ("Purchaser") of
Joint Distributor or Spouse's Name (Spouse may not enter a separate agreement. If spouse desires to be a Nu Skin Distributor, spouse must be a party to this Agreement.)
Mailing Address Delivery Address
Home Telephone Business/Daytime Telephone Email Address

has signed an Independent Distributor Agreement with Nu Skin International, Inc., (hereinafter referred to as "Nu Skin") and has completed a Company Information Sheet (if applicable) with the following information:
(write your Nu Skin Distributor Identification Number as it appears on your Independent Distributor Agreement)

PH Nu Skin Distributor Identification Number

Company Name (if a company, your company name as it appears on the records of the relevant government authority) Title
Company Registration Number (if a Company or a Partnership distributorship, please attach or send a copy of your tax identification card or other documentation evidencing your tax identification number) Tax Identification Number

Please check here if you are VAT registered either as a company or as an individual (attach a copy of the VAT certificate).

VAT Number (if applicable - see Section II F. on the reverse side)

If Purchaser is VAT 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.

ADP ENROLLMENT

My Signature below indicates that I have read and accepted all terms and conditions outlined in the ADP form, and the Automatic Delivery Policies and Procedures, the terms of which, by this reference, are fully incorporated in the agreement. See details in attached ADP form.

Yes, I want to enroll in the Automatic Delivery Program

COMMISSION PAYMENT AUTHORIZATION

Please choose one to ensure receipt of your commission check.

I hereby authorize Nu Skin Philippines, Inc. to deposit my commission check to my BPI Account
Savings Account Checking Account BPI Account #
I will personally (or authorize a representative) to pick up my commission check at Nu Skin Philippines, Inc. Corporate Office (address below).

(Should you fail to indicate your choice, your commission check will be held at the corporate office until confirmation.)

NET EXPRESS

Yes, I would like to subscribe regularly to the Net Express. The Net Express is a monthly Distributor update sent to your e-mail address. This benefit is free of charge.

Bank Name / Branch Account Holder
Account No.

In order for Nu Skin to provide international support for my Nu Skin distributorship, I authorize Nu Skin to transfer and disclose personal and/or confidential information in connection with me, my distributorship and downline sales organization to NSI Inc. and Affiliated Companies and to my Nu Skin independent upline distributors. I authorize Nu Skin to disclose information (that may be personal or confidential) relating to my distributorship and downline sales organization to government agencies or regulatory bodies upon their request or if required by law.

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

I. TERMS AND CONDITIONS

- A. Purchaser agrees that distribution of Nu Skin products in any officially opened Nu Skin country or territory other than the Philippines 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 Nu Skin 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 Philippines and Purchaser. Nu Skin Philippines is an affiliated Nu Skin company, is the authorized exclusive distributor of Nu Skin products in the Philippines, and will offer Nu Skin products only to those Independent Nu Skin 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 Nu Skin products in the Philippines.

By my signature below I hereby agree to comply with the terms and conditions of the Agreement.

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

Signature of Spouse or Joint Purchaser (if applicable) Date

\* PLEASE READ THE ADDITIONAL TERMS ON THE REVERSE SIDE OF THE AGREEMENT & SIGN THE AGREEMENT

2. This Agreement becomes effective upon acceptance by Nu Skin Philippines. All relevant terms and conditions of the Nu Skin 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 Nu Skin products, or other disciplinary action deemed reasonable by Nu Skin Philippines.
- B. Purchaser certifies that prior to signing this Agreement or conducting any independent Nu Skin business or sponsorship activity. Purchaser is responsible for learning and complying with all state, national, territorial, and local laws, registration requirements, regulations, immigration procedures, tax requirements and other due demands of the Philippines where Purchaser intends to do business.
- C. Purchaser accepts the sole responsibility of conducting Purchaser's independent Nu Skin business lawfully within the Philippines. Accordingly, Purchaser releases and agrees to indemnify Nu Skin Philippines and any other affiliated Nu Skin companies together with their officers, directors, agents, solicitors, insurers and employees from any and all 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 Nu Skin Philippines or any other affiliated Nu Skin company. Purchaser contracts and transacts business with Nu Skin Philippines as principals to the intent and with the effect that no other person 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 VAT on purchases and sales. If annual financial sales exceed certain levels, Purchaser may be required to be VAT 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 Nu Skin products and product labels and packaging intended for sale and distribution in the Philippines comply with local law. Nu Skin products, labels and packaging intended for use, sale and distribution in the Philippines 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 Nu Skin business and distribute products.
- H. Purchaser certifies that Purchase has not previously (directly or indirectly) and will not in the future import any non-Philippine affiliated Nu Skin company's products, labels, packaging or materials into the Philippines. Purchaser hereby acknowledges that to do so would cause irreparable damage and harm to Nu Skin Philippines and the affiliated Nu Skin companies.
- I. Distributor may not use or appropriate to itself, directly or indirectly, the registered or un-registered trademarks, tradenames and other proprietary marks of NSI or any of the affiliated companies thereof ("Trademarks"), whether or not used in commerce, to promote its business opportunity or to register the said Trademarks as domain names without prior written approval from NSI. Distributor agrees that any unauthorized use of the Trademarks constitute a material breach of this agreement and that all materials and products bearing the unauthorized Trademarks or domain names and any registration or application thereof shall automatically become the property of NSI or its affiliated company and must be assigned unconditionally to NSI or its affiliated company at the request of NSI.
- J. Nu Skin Philippines will pay Purchaser (if a Philippines resident) any Bonus to which Purchaser is entitled under the Nu Skin Compensation Plan.

### III. ORDERING PRODUCTS AND SALES AIDS

- A. A resident Philippines Purchaser may order products directly from Nu Skin Philippines. Orders are binding when accepted by Nu Skin Philippines at its respective distribution center. 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 deems reasonably necessary to service his or her retail customers.
- C. Nu Skin Philippines reserves the right to change wholesale products prices without prior notice.
- D. Purchaser agrees that the terms of this Agreement shall apply to all orders placed by Purchaser 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 Philippines, 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 Philippines will charge a service fee for any additional collection or handling costs it incurs as a result of such breach and Nu Skin Philippines 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 B and C Nu Skin Philippines will exchange products (including audio-video tapes) 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 writing within ninety (90) days immediately following the purchase. If feasible, returned products will be replaced with undamaged products. When an exchange is not feasible, Nu Skin Philippines reserves the right to issue 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% if the wholesale price Purchaser paid as of the order date, less applicable bonuses, (plus any prepaid applicable VAT) on reasonable sound, unopened, unaltered, resalable, and restockable Nu Skin products that are returned to Nu Skin Philippines, within 90 days 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 a part of a kit or package may be returned if the product complies with his 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 Philippines prior to returning the products to Nu Skin Philippines. The approval must be obtained either by telephone or in writing from Nu Skin Philippines (in the case of an exchange under IV request must be in writing), 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 Philippines will provide Purchaser with the correct procedures and location for returning the products.
3. Nu Skin Philippines may effect a refund by but are not limited to the following: credit voucher, bank check, 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 Nu Skin Philippines will pay the shipping costs.
5. Nu Skin Philippines reserves the right to require a Purchase 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 Nu Skin product, regardless of the amount, I agree to complete and manually sign in triplicate the Retail Receipt and 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. A retail customer's rescission rights established by applicable law, may override and be more extensive than the cancellation rights explained below. In case of the conflict, the applicable law prevails. Purchaser is solely responsible to learn and comply with any such law(s). See section 13 of the Distributor Policies and Procedures.
- C. Nu Skin Philippines encourages a Purchaser to honor any request for a refund or product exchange. Nu Skin Philippines supports this policy by providing replacement products to the Purchaser. Purchaser must request replacement within ninety (90) 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. PRODUCTS CLAIMS AND REPRESENTATIONS

I agree that I will make no statements, claims, representations, or warranties regarding Nu Skin products which are not contained in official Nu Skin promotional materials produced and distributed by Nu Skin Philippines, or which are otherwise authorized by an affiliated Nu Skin company for distribution in the Philippines.

### VIII. INSURANCE

Nu Skin Philippines may, from time to time, obtain product liability insurance that may cover claims arising from the use of Nu Skin products. If a claim is asserted against a Purchaser, Purchaser should immediately contact Nu Skin Philippines 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 representations 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 Philippines 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 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 Philippines products, or the commercial activities of Nu Skin Philippines or any affiliated Nu Skin company.

### X. AGREEMENT CHANGES

Nu Skin Philippines 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 the Nu Skin Magazine or Distributor Update or other official publication produced for the Purchaser in the Philippines by Nu Skin Philippines. 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 anglicized 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 mailed, 5 days after the date of mailing to the address of Nu Skin Philippines, 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 Philippines 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. Purchaser shall not assign this contract without the prior written consent of Nu Skin Philippines. Nu Skin Philippines may assign the contract.

### XIV. TERM AND TERMINATION

Nu Skin Philippines 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 Philippines principal business address set out above. Termination will become effective on the date Nu Skin Philippines receives the written notice.
2. If Purchaser terminates this Agreement within (30) days of Nu Skin acceptance, he/she may return the Business Portfolio to Nu Skin Philippines **subject to the refund terms in the Policies and Procedures**, for a refund equal to 100% of its original cost. **Beyond the thirty (30) day period, the Purchaser is entitled to a 90% refund subject to the refund terms in the Policies and Procedures.**