



NU SKIN® PRODUCT PURCHASE AGREEMENT—SINGAPORE

Nu Skin Singapore Showcase: Nu Skin Enterprises Singapore, Pte. Ltd. • 9 Penang Road #11-18 Park Mall • Singapore 238459

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED IN THE TERMS OF THIS PRODUCT PURCHASE AGREEMENT ("AGREEMENT"), NU SKIN SINGAPORE 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 same as on NRIC or passport; if a business, name must be the registered business name)

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:

(Write here)

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

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

C. If an individual, Wholesale Purchaser agrees spouse (if applicable) may not enter a separate wholesale purchase agreement. Spouse, ia 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 Nu Skin Singapore

E. In order for Nu Skin Singapore to provide international support for my Nu Skin Distributorship, I authorize Nu Skin Singapore 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 Nu Skin Singapore 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.

This is a binding contract, please carefully read and complete this Agreement before signing. Return the signed Agreement to Nu Skin Enterprises Singapore Pte Ltd ("Nu Skin Singapore") at Nu Skin Singapore Showcase.

Nu Skin Singapore is an affiliated Nu Skin company, and the exclusive wholesale distributor of Nu Skin products in Singapore. Nu Skin Singapore will offer Nu Skin products for wholesale purchase only to independent distributors of Nu Skin international, inc. (residents of Singapore or duly authorized foreign international sponsors) with whom it enters a product purchase agreement.

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

II. Relationship of the Parties

- A. Wholesale Purchaser agrees to purchase Nu Skin products exclusively from Nu Skin Singapore at wholesale prices for distribution in Singapore 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 Singapore in its Singapore>Showcase. Unless either Nu Skin Singapore 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 Singapore is the only authorized licensee of the Nu Skin Independent Distributor Network in Singapore 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 Singapore), which are included and incorporated herein by reference, and as part of this Agreement, Nu Skin Singapore 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 Singapore.
- C. Nu Skin Singapore 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
- D. I accept the sole responsibility to conduct my independent Nu Skin business lawfully within Singapore. Accordingly, I release and agree to indemnify Nu Skin Singapore 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 Singapore. I am an independent contractor and will pay any self-employment, worker's compensation, social security, and other assessments required under applicable Singapore 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 Nu Skin Singapore as licensee shall make all such payments in Singapore under contractual arrangement with Nu Skin International, Inc.
- E. If I am not a permanent resident of Singapore (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 Singapore in any form) all immigration, visa, employment, tax and registration requirements of Singapore respecting the transaction of my business in Singapore. 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 Singapore.
- F. I understand and agree that only Nu Skin products imported by and purchased from Nu Skin Singapore may be sold in Singapore. I have not previously (directly or indirectly) and will not in the future import into Singapore any Nu Skin product. I acknowledge that to do so would cause irreparable damage to Nu Skin Singapore and the affiliated Nu Skin Companies.
- G. I agree 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 Singapore, 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. I agree that any unauthorised use, registration or attempted registration of NU SKIN INTERNATIONAL, Nu Skin Singapore 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. I agree that any such use, attempted registration or registration would cause irreparable harm to Nu Skin. Upon any such violation, I agree to appropriate injunctive relief enjoying such use. Nu Skin Singapore 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 you.

III. Ordering Products and Sales Aids

- A. Wholesale Purchaser may order products directly from Nu Skin Singapore. Orders are binding when accepted by Nu Skin Singapore 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 judgment 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).

Distributor wholesale purchases are assumed by the company to be for retail resale. If the purchases are for Distributor's personal consumption the Distributor must notify the company as no sales volume or commission is calculated on purchases for personal consumption.

To increase productivity of our distributors in Singapore, we have institutionalized a new initiative - Preferred Customer. Distributors can contract with their retail customers to become Preferred Customer, allowing them to purchase their products from the Distributor on the Distributor's behalf and account taking delivery directly from Nu Skin Local, at an average discount of 15% from the retail prices. The company will collect on behalf of the distributors the payment, and pay back the retail margin between the discounted retail price (Preferred Customer Price) and the wholesale price to the sponsoring distributors with the monthly commission check. Products purchased from Distributor by the Preferred Customer is counted as the Distributor's Retail Sales Volume (RSV). This offers great convenience to both the distributors and preferred customers, and thus will enhance productivity of our distributors. All sales transactions on purchases by preferred customers are retail transactions.

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

V. Nu Skin Singapore 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 reasonably sound, unopened, unaltered, resalable, and restockable products that are returned to Nu Skin Singapore 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 Singapore 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 Purchaser request.

Nu Skin will refund ninety percent (90%) of the purchase price, as at order date on reasonably sound, unopened, unaltered, resalable, and restockable sales aids that are returned to Nu Skin Singapore by the Wholesale Purchaser who purchased the sales aids within 30 days of the product order date.

- 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 Nu Skin Singapore. 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 Tax Invoice.
 2. Nu Skin Singapore will provide the Wholesale Purchaser with the correct procedures and location for returning the products. All shipping costs and other expenses Nu Skin Singapore incurs must be paid for by the Wholesale Purchaser.

3. Products sent to Nu Skin 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 Singapore 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 where 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 Singapore, regardless of the amount, I agree to complete and manually sign the triplicate Singapore Retail Receipt and Order 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 Singapore Retail Receipt and Order 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 Singapore encourages a Wholesale Purchaser to honor any refund or product exchange request from retail customers. Nu Skin Singapore 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 Singapore Retail Order Form for such product to Nu Skin Singapore within thirty(30) days following the refund or exchange;
 - (ii) the Wholesale Purchaser must pay all shipping costs and other expenses Nu Skin Singapore incurs in relation to product replacement.

VII. Insurance

- Nu Skin Singapore 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 Singapore 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 Nu Skin Singapore, in accordance with applicable laws in Singapore;
- B. While Nu Skin Singapore 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 Nu Skin Singapore, Nu Skin products, or the commercial activities of Nu Skin Singapore or the affiliated Nu Skin companies.

X. Agreement Changes

Nu Skin Singapore 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 Singapore by Nu Skin Singapore. 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 Singapore 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 Singapore 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 Singapore 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 Singapore 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 construed in accordance with Utah law.

XV. Successors and Assigns

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