

U.S. Associate Application and International Sponsor Agreement

Tell us about you!



USANA Data Processing
 Box 4000, Tooele, UT 84074
 (888) 950-9595 Order Line (U.S. and Canada)
 (800) 289-8081 Fax Order Line
 (888) 683-8383 Spanish Order Line
 (888) 782-8282 French Order Line
 (888) 448-8081 TTY/VP Order Line
 (888) 805-2525 Chinese Order Line
 www.usana.com Online ordering

Mr.
 Ms.

Birthdate

Applicant Name (last, first, middle) (Note: If doing business under an assumed name, corporation, or partnership, also submit the U.S. Corporation, Partnership, DBA Registration Form)

Applicant SSN, ITIN, or Federal ID Number

Language Preference:

English

French

Spanish

Mandarin

Cantonese

TTY/VP

Mr.
 Ms.

Birthdate

Co-Applicant SSN, ITIN, or Federal ID Number

Contact Phone

Evening Phone

Fax Number

e-mail

Co-Applicant (last, first, middle)

Mailing Address

City County State Zip Code

Your Sponsor Information

Name (last, first, middle)

Associate Number

Phone Number

Your Placement Information

Name of the person whom the applicant will be placed under (last, first, middle)

Associate Number

Business Center

Left Side Right Side

LINKAGE

Check One

Getting Started

As a USANA Associate, you are also considered to be a Distributor who has the right to sell (retail) USANA products. If you choose not to be a Distributor, please mark the box below.

I choose not to be a Distributor of USANA products. I understand that as an Associate and not a Distributor, I do not have the right to retail USANA products and am required to fulfill my sales requirements through the Preferred Customer program. Since I will buy USANA products only for my personal use, I understand that I will be taxed on the actual price of my purchase (wholesale or Autoship).

Business Development System (BDS) \$49.95 US plus sales tax, or **eBDS (electronic version)** \$19.95 US plus sales tax
 All Associates and Distributors must purchase either a BDS or eBDS. Includes 3 free cycles of Income Maximizer. To qualify, you must remain on a monthly 100 SVP Autoship. After the trial ends, you will be charged the ongoing subscription rate of \$19.95 every 4 weeks. To avoid charges, remove item 824 from your Autoship anytime before the trial ends.

Activate 1 Business Center **Activate 3 Business Centers**

Item #	Qty.	Product name	SV	Retail	Whsl/Autoship

#401 3 Business-Builder Pack 500 pts \$838.62 \$776.50/\$698.85

-Calculating Your Taxes

\$ _____ X _____ % →
 Product & Starter Kit Rate
 Total

Distributors calculate sales taxes on retail prices
 Associates calculate sales taxes on wholesale or Autoship prices

Total
\$ 499.95
\$ 220.00
\$ Order Total
\$ Taxes
\$ S&H USANA will calculate Details on back
\$ Grand Total

Save 10% with Autoship—Your Subscription to Health

Please enroll me in the USANA Autoship Program. I understand I will receive my designated order every 4 weeks after my initial order. Initial Here: _____

Item #	Qty.	Product name	SV	Retail	Autoship

#100 HealthPak 100™ 100 pts \$128.40 \$107.00 (plus sales tax)
 #565 Yearly Lifemasters® Subscription 0 pts N/A \$12.35 (plus sales tax)
 #601 Two-A-Day Autoship Pack 0 pts N/A \$69.95

(You will be charged for the yearly subscription in full on your first Autoship. If you cancel or put your Autoship on hold, you will forfeit your yearly subscription. Your yearly subscription will automatically renew after the full 13 cycles.)

-Calculating Your Taxes

\$ _____ X _____ % →
 Product & Lifemasters Rate
 Total

Distributors calculate sales taxes on retail price less 10%
 Associates calculate sales taxes on wholesale or Autoship prices

Total
\$ Autoship Total
\$ Taxes
\$ S&H USANA will calculate Details on back
\$ Grand Total

How will you pay? Select a method of payment for ordering. The account information will be kept on file for future orders.

Regular Payment Check Enclosed Check/M.O.# _____ AutoPay (Please submit AutoPay Form) VISA Discover MasterCard American Express

Card Number Expires

Cardholder Name

I hereby authorize USANA Health Sciences, Inc. to receive payment via my credit card for the cost of my BDS and initial product order as well as any and all of my future product orders. USANA is authorized to withdraw payment equal only to the amount of the products that I order, plus applicable sales taxes and shipping and handling; or for the amount of the Autoship order I have established (plus additional amounts for substituted products if my regular products are unavailable), and sales taxes, shipping and handling. I authorize USANA Health Sciences, Inc. to charge the account listed in this agreement a total of \$20.00 (plus applicable sales taxes) on an annual basis for the purpose of automatically renewing my Associate Agreement. This amount shall be charged on the anniversary date of my application.

Signature By signing below I acknowledge that I have read and agree to the Terms and Conditions on the front and back of this agreement

Applicant Signature Date Co-Applicant Signature Date
 © USANA Health Sciences, Inc. White – Home Office Canary – Applicant Form 37515 rev 4/09

*Staple Voided Check For AutoPay Here (When faxing please send check on separate page)

SHIPPING & HANDLING

Your shipping cost will be USANA's actual freight cost plus a US \$2.00 (plus tax) handling fee on phone orders only. Your shipping charge will be an estimate made at the time of your order. The estimate is a computer generated charge and is calculated using the weight of the product and the fill material. USANA will determine shipping and handling charges, and your order form will be completed by USANA, or you may call Order Express at 1-888-950-9595.

ASSOCIATE AGREEMENT

Agreement between the named Applicant (hereafter APPLICANT) and USANA Health Sciences Inc. (hereafter USANA) effective under the terms and conditions below:

1. APPLICANT hereby applies for authorization as an Associate in USANA's Network Marketing Program. For a period of 21 days from the mailing of this application, or until such time as USANA notifies APPLICANT of this application's acceptance or rejection, APPLICANT is provisionally authorized as an Associate and granted the rights to sell USANA products. USANA reserves the right to accept or reject any application for any reason, in accordance with the terms and conditions set forth in the USANA Policies and Procedures, as such now exists or may hereafter be amended.
2. Upon acceptance as an Associate by USANA, APPLICANT is authorized as an Associate for one calendar year. USANA will automatically renew Associate authorization annually by debiting the Associate's account on file in the amount of \$20, unless the Associate notifies USANA in writing prior to the anniversary date that he/she desires to cancel the Distributorship.
3. APPLICANT has read and agrees to be bound by the terms of this agreement, the USANA Cellular Compensation Plan and the Policies and Procedures, all of which are incorporated herein by reference and made a part hereof for all purposes. USANA reserves the right to change the compensation plan and the policies in its sole discretion, and APPLICANT agrees to be bound by such changes.
4. APPLICANT is an independent contractor under the terms of this agreement, and not an agent, employee or legal representative of his/her sponsor or USANA, and will in no way represent him/herself as such. As such, APPLICANT has no power to bind USANA to any obligation and APPLICANT is responsible for all applicable income, sales, social security, unemployment or other tax, license or fee arising out of APPLICANT's activities hereunder.
5. APPLICANT will not produce, promote, or use materials of any kind describing USANA's names, programs, products, and trademarks, copyrighted, or otherwise protected materials except as permitted in USANA's policies.

TERMS AND CONDITIONS

1. You are an independent contractor not an employee of USANA.
2. You may not sell, assign or transfer your Distributorship to any person or entity without USANA's express written permission.
3. You must pay an annual renewal fee of \$20.00 USD to renew your Distributorship, which entitles you to continued Associate benefits. You may arrange for payment of the annual renewal fee through automatic withdrawal from your checking account, by credit card, personal check, or cash.
4. You must pay all required taxes on any income you earn as an Independent Associate, unless you qualify with your taxing authority for income tax exempt status. Moreover, unless you submit a sales tax exemption certificate to USANA, the company must include appropriate sales tax on all product purchases.
5. In order for you to qualify for commissions, you must (1) sell to customers or end users a minimum of 70% of your product orders; (2) develop or sell to at least five (5) retail or Preferred Customers every four (4) weeks; and (3) provide your retail customers with an official USANA retail receipt which specifies date of sale, amount of sale, item(s) purchased, and the USANA Satisfaction Guarantee. You must retain all sales receipts for two years.
6. Specific USANA product names as well as the corporate name and logo are the exclusive property of USANA. You may not use USANA's product names, the corporate name or logo to promote your independent business.
7. USANA does not permit you to purchase unreasonable amounts of product solely for the purpose of qualifying for commissions, bonuses, or advancement in the Cellular Compensation Plan.
8. You are free to participate in other multilevel marketing ventures, but you may not sell or promote to other USANA Associates or Preferred Customers similar or competitive products or services or any other multilevel marketing opportunity.
9. USANA Downline Genealogy Reports are confidential and proprietary business trade secrets. You may not use the reports for any purpose other than to develop your USANA business. Specifically, you must not disclose any information contained in the reports to a third party or use the reports to compete with USANA or to recruit or solicit other Associates or Preferred Customers to participate in other multilevel marketing ventures.

INTERNATIONAL SPONSOR APPLICATION AND AGREEMENT

AGREEMENT between the above named applicant and USANA (hereinafter USANA) effective under the terms and conditions below:

1. I certify that I am a legal US resident and legally competent to enter into this contract in the jurisdiction in which I live. I have read the accompanying International Sponsor Information Packet relating to the operation of my independent USANA business in authorized countries.
2. I understand that I am authorized as an International Sponsor and granted the right to sponsor Associates in authorized countries upon USANA's receipt of this application and corresponding fee.
3. My right to act as an International Sponsor, or receive bonuses, in an authorized country may be revoked at any time if USANA determines that I have violated the terms and conditions of my Associate agreement and/or the requirements of this Agreement. If USANA revokes my international sponsoring rights, I shall release USANA and its officers, directors, agents, advisors, and employees from all liability for any loss, expense or damage suffered by me or anyone acting on my behalf as a result of such revocation.
4. This agreement is valid as long as you are in good standing with USANA.
5. I accept sole responsibility to lawfully conduct my independent USANA business within an authorized country. Accordingly, I release USANA and any affiliated USANA company, and their officers, directors, agents, advisors, and employees from all liability for any of my acts or omissions. I also waive any claims or causes of action which I or my duly authorized agents may assert relative to my status as an Independent USANA Associate or an International Sponsor that arise out of any of my acts or omissions. I agree to indemnify and hold harmless USANA and any affiliated USANA company for any claim, action, or liability asserted by third parties arising out of my

6. APPLICANT has the duty to supervise and train any Associates that he/she may sponsor as described in the policies. APPLICANT will explain USANA's programs honestly and completely when presenting them to others. APPLICANT understands and will make clear in any presentation the following: that no earnings are guaranteed by USANA or its programs; no Associate will earn money solely for sponsoring; no specific amount of product must be purchased at any level; commissions are based on product sales; that there are no exclusive territories for Associates in the program.
7. APPLICANT agrees that compensation is only paid for sales of product to customers and end users as defined in the policies and in the company's Cellular Compensation Plan.
8. Any sale or assignment of this agreement or Associate authorization must be approved by USANA. Successors in interest or assigns must comply with all program requirements.
9. The undersigned hereby acknowledges that he/she is of legal age and authorized to bind APPLICANT to each of the terms set forth herein and to the terms of the Policies and Procedures.
10. Venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the parties hereto shall be in Salt Lake County, State of Utah or in the United States District Court in and for the District of Utah, except where the laws of your state expressly require the application of its laws. This agreement shall be governed by the laws of the state of Utah.
11. An Associate may cancel his/her Distributorship at any time and for any reason upon notice to the company. If an Associate elects to cancel his/her Distributorship, USANA will refund the price of his/her product order(s) and/or Starter Kit in accordance with its policies.
12. USANA reserves the right to cancel any Distributorship for cause as such is defined in the policies.
13. No purchase or investment is necessary to become an Independent Associate other than the purchase of a Starter Kit, which is sold at company cost. Purchasing the Starter Kit is mandatory except in those states where prohibited by law.

10. USANA's failure to exercise any rights as set forth in this agreement or to insist on your strict compliance with the terms and conditions of this agreement and the Policies and Procedures does not constitute a waiver of USANA's right to require compliance therewith.
11. USANA's waiver of any Associate default does not affect USANA's rights with respect to any subsequent default or the rights or obligations of any other Associate. Delays or omissions by USANA in exercising rights which might arise from a Associate's default do not affect the company's rights concerning the default or any subsequent default.
12. You have the right to cancel your Associate agreement at any time and for any reason. If you choose to cancel your Associate agreement, simply notify USANA in writing. If you elect to cancel your Associate agreement within 30 days of your enrollment, USANA will refund 100 percent of the price of your Starter Kit and the entire initial product order, excluding shipping. All other returns for refund or exchange shall be processed in accordance with USANA's policies.
13. USANA reserves the right to cancel any Distributorship at any time for cause if the Associate violates the terms and conditions of this Agreement or the provisions of the Policies and Procedures and Cellular Compensation Plan.
14. USANA reserves the right to revise or amend the Policies and Procedures and the Cellular Compensation Plan.
15. Taxpayer Identification Number. If you are a United States person (including a resident alien), you must provide USANA with your correct taxpayer identification number ("TIN"), which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For a distributorship that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, you must provide USANA with your Employer Identification Number ("EIN"). If you fail to provide USANA with a TIN or the TIN you provide to USANA is incorrect, USANA will withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to USANA that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. By signing this Agreement, you certify that the TIN you have provided to USANA is correct, that you are a United States person (including a resident alien) and, if applicable, you are not subject to backup withholding.

actions, omissions, or representations in sponsoring Associates or conducting my independent USANA business in an authorized country.

6. I will not directly, or through third parties, import/export any USANA product into a country where the product has not been approved for sale by USANA.
7. I agree to research and comply with all applicable laws, regulations, and requirements of the authorized country in which I intend to sponsor Associates and conduct and promote my business. I will not sponsor Associates or conduct or promote my business in an authorized country until I have researched and complied with said laws, regulations, and requirements and the USANA Policies and Procedures for that country.
8. I agree to abide by the terms and conditions of the Associate Agreement, which is incorporated herein by reference, and the requirements of this Agreement as they may be amended from time to time with respect to operating my business in an Authorized Country.
9. I may not transfer or assign any right granted by this Agreement to any person or entity without permission from USANA. I may delegate my duties and responsibilities as an International Sponsor to other persons, but I remain ultimately responsible for complying with the terms of the Associate agreement and the requirements of this Agreement and applicable laws. I must directly and constantly supervise any person who works with or for me as part of my Independent Distributorship.
10. Venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the parties hereto shall be in Salt Lake County, State of Utah or in the United States District Court in and for the District of Utah, except where the laws of your state expressly require the application of its laws. This agreement shall be governed by the laws of the state of Utah.

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