

Shipping Costs

For orders totaling 20,000 Baht or less, your shipping charge will be 150 Baht (inclusive of VAT). For orders totaling more than 20,000 Baht, your shipping is free.

Distributor Agreement

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

- APPLICANT hereby applies for authorization as a Distributor 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 a Distributor 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 exist or may hereafter be amended.
- Upon acceptance as Distributor by USANA, APPLICANT is authorized as a Distributor for one calendar year. USANA will automatically renew Distributor authorization annually by debiting the Distributor's account on file in the amount of 750 baht, unless the Distributor notifies USANA in writing prior to the anniversary date that he or she desires to cancel the Distributorship.
- 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 purpose. USANA reserves the right to change the Compensation Plan and the Policies in its sole discretion, and APPLICANT agrees to be bound by such charges.
- APPLICANT is an independent contractor under the terms of this Agreement, and not an agent, employee or legal representative of his or her sponsor or USANA, and will in no way represent himself or herself as such. As such, APPLICANT has no power to bind USANA to any obligation and APPLICANT is responsible for all applicable income, VAT, license or fee arising out of APPLICANT's activities hereunder.
- APPLICANT will not produce, and trademarked copyrighted or otherwise protected materials except as permitted in USANA's policies.
- APPLICANT has the duty to supervise and train any Distributors that he or she may sponsor as described in the Policies. APPLICANT will explain USANA's program 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 program; no Distributor 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 Distributors in the program.
- 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.
- Any sale or assignment of this Agreement or Distributor authorization must be approved of in writing by USANA. Successors in interest or assigns must comply with all program requirements.
- The undersigned hereby acknowledges that he or 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.
- Venue and jurisdiction for any action pertaining to this Agreement or any disagreement or claim between the parties hereto shall be in the kingdom of Thailand. This agreement shall be governed by the laws of the kingdom of Thailand.
- A Distributor may cancel his or her Distributorship at any time and for any reason upon notice to the Company. If a Distributor elects to cancel his or her Distributorship, USANA will refund the price of his or her product order(s) in accordance with its Policies.
- USANA reserves the right to cancel any Distributorship for cause as such is defined in the Policies.
- No purchase or investment is necessary to become an Independent Distributor.

Terms and Conditions

- You are an independent contractor and not an employee of USANA.
- You may sell, assign or transfer your Distributorship to any person or entity with USANA's express written permission.
- You must pay an annual fee 750 baht to renew your Distributorship which entitles you to continue Distributor benefits. You may arrange for payment of the annual renewal fee through automatic withdrawal from your checking account, by credit card, or cash.
- You must pay all required taxes on any income you earn as an Independent Distributor, unless you qualify with your taxing authority for income tax exempt status.
- In order for you to qualify for commission, you must (1) sell to customers or end users a minimum of 70% of your product orders; and (2) 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 as required by laws.
- 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.
- 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. You may only purchase 30,000 baht of product at Distributor price per 4 weeks, unless you can justify the need for a greater amount of inventory.
- You are free to participate in other multilevel marketing ventures, but you may not sell or promote to other USANA Distributors similar or competitive products or services or any other multilevel marketing opportunity.
- 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 Distributors or Preferred Customers to participate in other multilevel marketing ventures.

- USANA's failure to exercise any rights as set forth in this Agreement or to insist on your strict compliance with terms and condition of this Agreement and the Policies and Procedures does not constitute a waiver of USANA's right to require compliance therewith. Waiver of any term and condition of this Agreement or provision of the Policies and Procedures must be in writing and signed by an authorized officer of USANA.
- USANA's waiver of any Distributor default does not affect USANA's right with respect to any subsequent default or the rights or obligations of any other Distributor. Delays or omissions by USANA in exercising rights which might arise from a Distributor's default do not affect the Company's rights concerning the default or any subsequent default.
- You have the right to cancel your Distributor Agreement at any time and for any reason. If you choose to cancel your Distributor Agreement, simply notify USANA in writing. If you elect to cancel your Distributor Agreement within 60 days of your enrollment, USANA will refund you 100 percent of your entire initial product order, excluding shipping. All other returns for refund or exchange shall be processed in accordance with USANA's policies.
- USANA reserves the right to cancel any Distributorship at anytime for cause if the Distributor violates the terms and conditions of this Agreement or the provisions of the Policies and Procedures and Cellular Compensation plan.
- USANA reserves the right to revise or amend the Policies and Procedures and the Cellular Compensation Plan.
- By signing this Agreement, you give USANA consent to contact you by telephone, facsimile transmission, e-mail or text, concerning your independent USANA Distributorship, your Associate Agreement and any related USANA matter.

International Sponsor Application And Agreement

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

- I certify that I am a legal Thailand resident and legally competent to enter into this contract in the jurisdiction in which I live.
- I understand that I am authorized as an International Sponsor and granted the right to sponsor Distributors in authorized countries upon USANA's receipt of this application and corresponding fee.
- 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 Distributor Agreement and/or the requirements of this agreement. If USANA revoked my international sponsoring rights, I shall release USANA and its officers, directors, agents, advisors, and employees from all liability for any loss, expenses or damage suffered by me or anyone acting on my behalf as a result of such revocation.
- This agreement is valid as long as I am in good standing with USANA.
- 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 Distributor 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 actions, omissions, or representations in sponsoring Distributor or conducting my independent USANA business in an authorized country.
- 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.
- I agree to research and comply with all applicable laws, regulations, and requirements of the authorized country in which I intend to sponsor Distributors and conduct and promote my business. I will not sponsor Distributors 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.
- I agree to abide by the terms and conditions of the Distributor 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.
- I may not transfer or assign any right granted by this Agreement to any person or entity without prior written 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 Distributor 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.
- This Agreement is entered into in the Kingdom of Thailand, and it shall govern in accordance with the laws of Thailand. Thailand shall be the forum for resolution of any disputes arising hereunder. All disputes and claims relating to USANA, the Distributor Agreement, and this Agreement shall be settled by arbitration in Thailand. Initial Here

TO BE COMPLETED BY THE PARENT :

I, [name of parent or guardian] _____,

hereby give my consent for my minor child or legal ward, [name of minor] _____,

Age [age of minor] _____, to participate in USANA's direct sales program as an

independent USANA distributor as described above.

Signature of Parent or Guardian _____,

Date _____,