



## Shipping and Handling

\* Shipping charge waived for initial orders that exceed 150 SVP if the Associate enrolls on a 100 PV Autoship. All other orders, regardless of size are subject to a shipping charge of \$9.00 plus a handling charge of \$3.00. Orders collected from the office are subject only to the \$3.00 handling charge. Handling charge waived for all orders placed online.

† Australian Air Express (AAE) delivery procedures instruct that a signature must be obtained as Proof of Delivery from the receiver of the consignment. If the applicant prefers direct delivery of goods when premises are unattended, they agree to the following: Goods delivered under this authority shall be deemed as being delivered, as if they had been signed for in accordance with AAE's normal delivery procedures. This authority may be used by AAE and USANA Australia Pty Ltd in substitution for the receiver's signature. The applicant further agrees that USANA Australia Pty Ltd or Australian Air Express shall not be held responsible for any loss, damage or other liability to items as a result of acting on this authority. To cancel this Authority please contact USANA Australia Pty Ltd.

## Agreement

AGREEMENT between the above-named Associate (the Associate) and USANA Australia Pty Ltd (USANA):

1. The Associate is appointed as an independent distributor to commence 21 days from the date of this agreement. The Associate will obtain orders from customers for the products of USANA.
2. The term of this Agreement is one year. USANA may renew this Agreement on the anniversary of the commencement day by debiting the Associate's account with the amount of the annual renewal fee determined by USANA from time to time, unless terminated.
3. USANA will pay or allow the Associate the commissions and other benefits as set out in USANA's Cellular Compensation Plan (the Plan) as amended from time to time.
4. The Associate will send to USANA with each order taken (or within such period as USANA allows) a cheque, money order or other approved payment for the products.
5. The Associate will comply with policies and procedures are set out in USANA's Policies and Procedures Manual and with the terms of the Plan, as amended by USANA from time to time. The Associate acknowledges receipt of the Policies and Procedures Manual and the Plan.
6. The Associate is an independent contractor and not an employee or agent of USANA for any purpose. The Associate will not hold himself out to be otherwise. USANA shall not be responsible for any sick leave, PAYE taxation or similar matters, and accepts no responsibility for workers' compensation insurance or other insurance or any superannuation in respect of the Associate.
7. The Associate will bear all costs and expenses incurred in connection with his activities. The Associate indemnifies and keeps USANA indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way connected with his activities, except in so far as they relate to the inherent quality of USANA's products for which USANA is responsible.
8. The Associate is not obliged to perform work of any nature.
9. The Associate may engage such other persons to assist him as he shall from time to time think fit provided that in selecting such persons he shall ensure they are of a character and appearance which will not cause USANA's reputation to suffer.
10. There are no restrictions placed upon the Associate as to territory within Australia.
11. The Associate may terminate this Agreement at any time by written notice to USANA at its Head Office.
12. If the Associate does anything which is contrary to USANA's best interests, USANA may terminate this Agreement with immediate effect by notice in writing to the Associate at his address last known to USANA.
13. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will not affect the remaining provisions, which will continue in full force and effect.
14. USANA may vary this Agreement, including any aspect of the Plan or the Policies and Procedures Manual by notifying the Associate in writing at their last known address.
15. This document incorporating the Plan and USANA's Policies and Procedures constitutes the entire Agreement between USANA and the Associate and supersedes any other representations or warranties made or given by USANA or any of its representatives to the Associate.
16. This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any legal proceedings brought by either party against the other shall be instituted in Sydney.
17. In the interpretation of this Agreement the masculine gender shall include the feminine gender and vice versa.
18. Any sale or assignment by the Associate of this Agreement must be approved in writing by USANA. Successors in interest or assigns must comply with all of the provisions of this Agreement.
19. USANA's failure to exercise any of its rights under this Agreement or to insist on strict compliance with the Policies and Procedures Manual or the Plan, does not constitute a waiver by USANA. Waiver of any part of this Agreement or any provisions of the Policies and Procedures Manual or the Plan must be in writing and signed by an Authorised Officer of USANA.
20. This Agreement is not effective until accepted by USANA, as evidenced by USANA's acceptance of the Associate's first product order.
21. USANA reserves the right to accept or reject any application to become an Associate for any reason in its sole discretion and in no case shall USANA be required to give any reason for its refusal.
22. By signing and submitting the Associate Application Agreement, you give USANA and other Independent USANA Associates permission to contact you by telephone, fax, and/or e-mail using relevant contact information you have provided on this form.

## International Sponsorship Agreement

AGREEMENT between the above-named applicant (the Associate) and USANA Health Sciences Inc. (USANA) effective under the terms and conditions below:

1. I certify that I am not a minor in the country in which I was appointed as an independent Associate for USANA, and can enter into this contract. I also certify that I am not a minor in the Authorised Countries in which I intend to operate my independent USANA business.
2. I understand that upon acceptance of this application by USANA, I am authorised and granted the right to sponsor Associates in Authorised Countries.
3. I accept sole responsibility to lawfully conduct my independent USANA business within an Authorised Country. I agree to comply with all applicable laws, regulations and requirements of the Authorised 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 Authorised Country until I have complied with said laws, regulations and requirements.
4. I will not directly or through third parties import any USANA product into an Authorised Country which has not been authorised for sale in that country.
5. I agree to abide by the terms and conditions of the Associate Application and Agreement (the Associate Agreement) which is incorporated herein by reference, and the requirements of this Agreement as they may be amended from time to time in writing by USANA with respect to operating my business in an Authorised Country.
6. USANA reserves the right to immediately terminate this Agreement if it determines that I have breached any terms and conditions of my Associate Agreement or this Agreement, or if USANA determines in its absolute discretion that my acts or omissions under the Associate Agreement or this Agreement could be contrary to USANA's best interests or failure or delay by USANA in exercising its right to terminate conferred by this Agreement shall operate as a waiver of that right.
7. I release and forever discharge USANA and all companies and persons associated with USANA including its officers, directors, agents, advisors and employees from all actions, proceedings, claims, demand and expenses arising from or in any way relating to:
  - (a) my acts or omissions under this Agreement (except such as they relate to the inherent quality of USANA's products for which USANA is responsible); or
  - (b) any loss or damage suffered by me or third parties as a consequence of USANA terminating this Agreement.
8. I agree to indemnify and hold indemnified USANA, and all companies and persons associated with USANA including its officers, directors, agents, advisors and employees, in respect to any action, proceeding, claim, demand or expense that may be suffered or incurred by USANA or any companies or any persons associated with USANA as a result or relating to:
  - (a) my acts or omissions under this Agreement (except such as they relate to the inherent quality of USANA's products for which USANA is responsible); or
  - (b) any loss or damage suffered by me or third parties as a consequence of USANA terminating this Agreement.
9. I may not transfer or assign any grant assigned 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 Associate Agreement and this Agreement.
10. This Agreement shall be governed by the laws of the state of Utah in the United States of America and any legal proceedings by either party against the other shall be instituted in the appropriate Court in Salt Lake City, Utah.
11. USANA reserves the right to request proof of Australian address and residency in an approved market at any time.