

USANA Australia Associate Application and International Sponsor Agreement

Tell Us About You

Gender: Male / Female

Name Surname, First, Middle (Note: If doing business under a Business Name, assumed name, Corporation or Partnership, also submit the Corporation, Partnership, Business Name Registration Form)

Co-Applicant (Optional) Surname, First, Middle

Mailing Address

City State Post Code

Day Phone

Evening Phone

Mobile Number

E-mail

Date of Birth

ABN#

(if applicable. If GST registered, please complete the GST/ABN Registration Advice Form)

Online Language

Preferred Primary Spoken Language

Preferred Secondary Spoken Language

Your Sponsor Information

Name Surname, First, Middle

Sponsor's ID Number

Sponsor's Phone Number

Name of the person whom the applicant will be placed under Surname, First, Middle

Placement ID Number

Business Centre

Linkage - Please circle one

Getting Started / Your First Order - Enrol and pay online to save \$4.00 on shipping. Go to www.usana.com

Business Development System - \$30.00* (English or Chinese) (All Associates must purchase an English or Chinese BDS)

Activate Business Centre(s): Activate 1 Business Centre (BC) - 200 SVP • Activate 3 Business Centres (BC) - 400 SVP

Item #	Qty	Product Name	SVP	Price

For this order, do you want to:

Pick it up from our Sydney Business Centre
 Handling fee for over the counter orders

Have it delivered to you
 \$14.00* Shipping or \$10.00* Shipping for online orders

Authority to leave parcels without signature

TOTAL	
Order Total	\$
Handling (if applicable)	\$
Shipping (if applicable)	\$
Grand Total	\$

^{††} By ticking the box, the applicant authorises USANA Australia and its courier (Star Track) to leave **all future online orders** at the applicant's address without a signature. The applicant also agrees to the full Terms and Conditions of the Authority to Leave Declaration on the back of this Agreement. Please see the back page of this Agreement for full Terms and Conditions.

Save 10% with Autoship - Your subscription to health

Item #	Qty	Product Name	SVP	Price

TOTAL	
Autoship Total	\$
Shipping [†]	\$ 10.00*
Grand Total	\$

Please enrol me in the USANA Autoship Program. I understand that I will receive my designated order every four weeks after my initial order.

Signature

How Will You Pay?*** Please select a method of payment. The payment details will be kept on file for future orders (including Autoship and renewal fees).

Bank Cheque/M.O. #** Visa Master Card Amex Diners

Autopay (for all orders except initial orders. Please complete and attach Autopay Form)

Card Number

Expires

I hereby authorise USANA Australia Pty Ltd 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 orders. USANA is authorised to withdraw payment equal only to the amount of the products that I order plus 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). In the event that a cheque or a charge is dishonoured for any reason, then I agree to pay a \$33.00* service fee. I authorise USANA to charge the account listed in this agreement a total of \$33.00* on an annual basis for the purpose of automatically renewing my Associate Agreement. This amount shall be charged on the anniversary month of my application.

Cardholder Name Signature

Where Will Your Commission Go? Tell us your Australian bank account details so we can pay you commission. The account must be in the name of the main applicant or Co-applicant.

Your Name (as it appears on your bank account)

Bank Name Bank Branch Branch Number Account Number

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 and I give USANA consent to contact me by telephone, facsimile transmission, e-mail or text, concerning my independent USANA Distributorship, your Associate Agreement and any related USANA matter.

Applicant Signature Date Co-Applicant Signature Date

New Associate Number

*All prices quoted are GST inclusive and are subject to change. **Personal cheques will not be accepted on first, initial orders.

***Bank Cheque/M.O. not accepted for Autoship. [†] & ^{††} See Shipping and Handling section on next page

White - Home Office Yellow - Applicant Pink - Sponsor

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Shipping and Handling

† Shipping charge waived for initial orders that exceed 200 SVP if the Associate enrolls on a 100 PV Autoship.

Shipping and handling regular delivery via Star Track (ST): Shipped Order (online order) \$10.00 / Shipped Order (phone, fax or mail order) \$14.00* / Autoship Orders \$10.00*.

Business Centre order handling fee \$3.00*. Changes to Autoship orders will incur a handling charge of \$4.00* if the order is not changed online.

††Star Track (ST) 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 ST's normal delivery procedures. This authority may be used by ST and USANA Australia Pty Ltd in substitution for the receiver's signature. The applicant further agrees that USANA Australia Pty Ltd or Star Track 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.