

USANA New Zealand Associate Application and International Sponsor Agreement

Tell Us About You

Mr / Mrs / Ms / Miss Day Phone

Name Surname, First, Middle Evening Phone

(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 Fax Number

Mailing Address E-mail

Date of Birth

City Post Code GST#

(if applicable)

Language Preference English Mandarin Cantonese Korean

Your Sponsor Information

Name Surname, First, Middle

Sponsor's ID Number

Sponsor's Phone Number

Your Placement Information

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

Placement ID Number

Business Centre

Linkage - Please circle one Left Side Right Side

Getting Started / Your First Order - Enrol and pay online to save \$3.00 on handling. Go to www.usana.com

- Business Development System - \$99.00* English or Chinese / eBDS - \$19.90* (All Associate must purchase a an English or Chinese BDS or bilingual eBDS)
- Activate 1 Business Centre (BC) - 150 SVP 1 BC Starter Kit - Item # 402 • \$365.00* • 150 SVP 3 BC - Business Builder Kit - Item # 401 • \$1,495.00* • 500 SVP
- Activate 3 Business Centres (BC) - 450 SVP 3 BC Starter Kit - Item # 403 • \$1060.00* • 500 SVP Professional Pack - Item # 404 • \$2,495.00* • 1250 SVP

Item #	Qty	Product Name	SVP	Price

For this order, do you want to:

Pick it up from our Auckland office
\$3.00* Handling fee

Have it delivered to you
\$8.00* Shipping plus \$3.00* Handling fee

Authority to leave parcels without signature†

TOTAL	
Order Total	\$
Handling	\$ 3.00*
Shipping (if applicable)	\$
Grand Total	\$

† By ticking the Authority to leave parcels without signature box, the applicant authorises USANA Health Sciences (NZ) Corporation and Courier Post to leave **all future 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 & Handling	\$ 11.00*
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
- Autoship (for Autoship orders only - not available for initial orders. Please complete and attach two Autoship Forms along with proof of bank account details.)

Card Number

Expires

Cardholder Name Signature

I hereby authorise USANA Health Sciences (NZ) Corporation to receive payment via my credit card for the cost of my BDS or eBDS 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 \$37.00* service fee. I authorise USANA to charge the account listed in this agreement a total of \$37.00* 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.

Where Will Your Commission Go? Tell us your New Zealand 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)

Please remember to attach appropriate verification of your bank account details (e.g. photocopy of recent bank statement or voided cheque).

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.

Applicant Signature Date Co-Applicant Signature Date

New Associate Number

*All prices quoted are GST inclusive. Prices are subject to change.
 **Personal cheques will not be accepted on first, initial orders.
 †Bank Cheque/M.O. not accepted for Autoship.



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 \$8.00 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.

†Terms and Conditions for Authority to Leave Declaration: I/We agree that any goods delivered under this authority shall be deemed as being delivered, as if they had been signed for in accordance with Courier Post's normal delivery procedure. Courier Post and USANA Health Sciences (NZ) Corporation may use this authority in substitution for the receiver's signature.

I/We further agree that USANA Health Sciences (NZ) Corporation or Courier Post shall not be held responsible for any loss, damage or other liability to items as result of acting on this authority, subject to the general provisions of Courier Post's Conditions of Carriage. To cancel this, Authority please contact USANA Health Sciences (NZ) Corporation.

Agreement

AGREEMENT between the above-named Associate (the Associate) and USANA Health Sciences (NZ) Corporation (hereafter USANA) effective under the terms and conditions:

- The Associate is hereby appointed as an independent agent for a period of 21 days from the date hereof to solicit and take (but not accept) orders from customers for the products of USANA at the retail prices specified by USANA from time to time. 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.
- Upon acceptance as an Associate by USANA, the Associate is authorised as a Associate for one calendar year. The Associate may seek and obtain (but not accept) purchase orders from Customers anywhere in New Zealand for the products of USANA, at the retail prices specified by USANA from time to time, but is under no obligation to do so.
- At the end of each calendar year, USANA will debit the Associate's account with USANA with the amount of the annual renewal fee determined by USANA from time to time unless the Associate terminates the Agreement in accordance with clause 13 hereof prior to the anniversary date.
- USANA will pay or allow to the Associate the commissions and other benefits set out in USANA's Cellular Compensation Plan (the Plan) as amended from time to time, on all orders accepted by USANA from the Associate.
- The Associate will send to USANA with each order taken by him (or within such period thereafter as USANA may from time to time allow) a cheque, money order or other approved payment covering the wholesale price of the products ordered, plus G.S.T. and any other charges as shown in the USANA Price List.
- The Associate will comply with the policies and procedures 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 that he has been provided with copies of the said Policies and Procedures Manual and the Plan, or has sighted the same.
- The Associate is an independent contractor in business on his own account and not an employee of USANA, and is not an agent of USANA for any purpose whatsoever other than to seek and obtain purchase orders, and as such 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 the procuring or establishment of workers compensation insurance or other insurance or any other superannuation plan in respect of the operations of the Associate hereunder.
- The Associate will bear all costs and expenses incurred by him in connection with his activities and he hereby indemnifies and keeps USANA indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to his activities hereunder except such as relate to the inherent quality and fitness of USANA products for which USANA is responsible.
- The Associate is not obliged hereunder to perform any work of any nature whatsoever.
- 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 that they are of a character and appearance which will not cause the reputation of USANA to suffer.
- There are no restrictions placed on the Associate as to territory within New Zealand.
- Pursuant to the provisions of the Privacy Act 1993, it is understood that it is a condition of sale that any information obtained concerning a sale can be used and/or disclosed within the USANA extended sales structure.
- The Associate may terminate this Agreement at any time by written notice to USANA at its Head Office.
- When there is a change in any official documents the Company will inform the Associate in the official USANA materials sent from time to time.
- If any provision in the Associate Agreement is found to be invalid, illegal, or unenforceable, USANA may amend or delete that provision. The amendment or deletion of any clause will not affect the remaining clauses and provisions which will continue in full force and effect.
- USANA never forfeits its rights to require Associate compliance with the Associate Agreement or with applicable laws and regulations governing business conduct. Only in rare circumstances will a policy be waived and that is only permitted when conveyed in writing by the Company. Any such waiver will apply only to that specific case.
- If the Associate does anything which is contrary to USANA's best interest, USANA may terminate this Agreement by notice in writing to the Associate at his address last known to USANA.
- This document constitutes the entire agreement between USANA and the Associate and no representations or warranties have been made or given by USANA or any of its representatives to the Associate other than those set forth in this Agreement.
- This Agreement shall be governed by the laws of New Zealand and any legal proceedings by either party against the other shall be instituted in the appropriate court in the City of Auckland, New Zealand.
- In the interpretation of this Agreement the masculine gender shall include the feminine gender and vice versa.
- Any sale or assignment of this Agreement or Associate authorisation must be approved of in writing by USANA. Successors in interest or assigns must comply with all of the provisions of this Agreement.
- USANA's failure to exercise any of the rights set forth in this Agreement or to insist on strict compliance with the policies and procedures set out in the Policies and Procedures Manual does not constitute a waiver of USANA's right to require compliance herewith. Waiver of any part of this Agreement or any provision of the Policies and Procedures Manual must be in writing and signed by an Authorised Officer of USANA.
- This Agreement is subject to acceptance by USANA at its office at 25 Canaveral Dr, Albany, Auckland, New Zealand which acceptance shall be deemed to occur upon the sending by USANA of a letter of acceptance and/or a copy of this Agreement duly signed by an Officer of USANA authorised to do so.
- 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:

- 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.
- I understand that upon acceptance of this application by USANA, I am authorised and granted the right to sponsor Associates in Authorised Countries.
- 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.
- 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.
- 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.
- 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. No failure or delay by USANA in exercising its right to terminate conferred by this Agreement shall operate as a waiver of that right.
- 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:
 - 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
 - any loss or damage suffered by me or third parties as a consequence of USANA terminating this Agreement.
- 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:
 - 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
 - any loss or damage suffered by me or third parties as a consequence of USANA terminating this Agreement.
- 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.
- 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.
- USANA reserves the right to request proof of New Zealand address and residency in an approved market at any time.