

SHIPPING

A shipping charge of 3% of the total order or a minimum of P250 whichever is greater. For orders totaling more than P30,000, shipping is free.

DISTRIBUTOR AGREEMENT

Agreement between the named Applicant (hereafter APPLICANT) and UHS Essential Health Philippines, Inc. (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 exists or may hereafter be amended.
- Upon acceptance as a 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 P940, unless the Distributor notifies USANA in writing prior to the anniversary date that he/she desires to cancel the Distributorship.
- APPLICANT has read and agrees to be bound by the terms of this agreement, the USANA 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.
- 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.
- 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.
- APPLICANT has the duty to supervise and train any Distributors 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 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 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/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 state of Utah except where the laws of your country expressly require the application of its laws. This agreement shall be governed by the laws of the state of Utah.
- A Distributor may cancel his/her Distributorship at any time and for any reason upon notice to the company. If a Distributor elects to cancel his/her Distributorship, USANA will refund the price of his/her product order(s) and/or Business Development System 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 other than the purchase of a Business Development System (BDS), which is sold at company cost. Purchasing the BDS is mandatory except where prohibited by law.

TERMS AND CONDITIONS

- You are an independent contractor, and not an employee of USANA.
- You may not sell, assign or transfer your Distributorship to any person or entity without USANA's express written permission.
- You must pay an annual renewal fee of P940 to renew your Distributorship, which entitles you to continued Distributor benefits. You may arrange for payment of the annual renewal fee by credit card, cash, or the Philippines Payment System (PPS).
- 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. Moreover, unless you submit a sales tax exemption certificate to USANA, the company must include appropriate sales tax on all product purchases.
- 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.
- 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 USANA Compensation Plan.

You may only purchase P35,000 of products at wholesale price per month, 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 or Preferred Customers 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 Distributor 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 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. 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 rights 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.

12. 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 30 days of your enrollment, USANA will refund 100 percent of the price of your BDS and the 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 any time for any cause if the Distributor violates the terms and conditions of this Agreement or the provisions of the Policies and Procedures and USANA Compensation Plan.
- USANA reserves the right to revise or amend the Policies and Procedures and the USANA Compensation Plan.
- By signing this Agreement, I consent to allow USANA to contact me by means of electronic mail, facsimile, postal and telephone communication to discuss my distributorship. I may withdraw my consent at any time in writing to USANA.

INTERNATIONAL SPONSOR APPLICATION AND AGREEMENT

AGREEMENT between the above-named applicant (the Distributor) and UHS Essential Health Philippines, Inc. (hereinafter USANA) effective under the terms and conditions below:

- I certify that I am legally competent to enter into this contract in the jurisdiction in which I live. I have read the International Sponsor Information relating to the operation of my independent USANA business in authorized countries.
- 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.
- 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 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.
- 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 my duly authorized agents may assert relative to my status as an Independent USANA 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 Distributors 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 State of Utah, U.S.A., and it shall be governed in accordance with the laws of Utah. Utah 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 Salt Lake City, Utah in accordance with USANA's Policies and Procedures.

PERSONAL DATA PROTECTION & RIGHT OF PRIVACY

1. Personal Information

From time to time it will be necessary for you to provide USANA with personal information for purposes related to your Distributorship or your application to become a USANA Distributor. These purposes may include:

- Processing your Distributor Application
- Developing Downline Genealogy Reports
- Providing Distributor services such as planning and facilitating Distributor meetings and training
- Administering Distributor benefits
- Developing and implementing policies, marketing plans, and strategies
- Publishing personal information in USANA newsletters, promotional materials, and intra-group communications
- Providing references
- Complying with applicable laws and assisting with any governmental or police investigation and

- Other purposes directly relating to any of the above.
- 2. Communicating Personal Information to Third Parties**
Where permitted by the provisions of applicable law, USANA may provide your personal information to the following third parties:
 - Employees, directors, and managers of USANA and its local and foreign associated/affiliated companies
 - Any agent, contractor, supplier, vendor, or other third party who provides administrative, advertising, printing, or other services to USANA or its affiliated companies, including but not limited to distribution centers, external auditors, medical practitioners, trustees, insurance companies, actuaries, and any consultant/agent appointed by USANA or its affiliated companies to plan, provide, and/or administer Distributor benefits
 - Persons or organizations seeking references and
 - Any government agency or other appropriate governmental,

police, or regulatory authority in the Philippines or elsewhere such as but not limited to the Bureau of Internal Revenue.

3. Distributor Access to Personal Information

Under the Guidelines for the Protection of Personal Data in Information & Communications System in the Private Sector (DTI Administrative Order No. 08, July 26, 2006), you have the right to request and obtain from USANA the personal information USANA has on file about you and correct, supplement or destroy any data that are inaccurate, incomplete, outdated, or no longer necessary for the purposes for which they were collected (unless an exception applies). You may also request USANA to inform you of the type of personal information maintained by USANA. Requests for access to and correction of personal data or information about USANA's policies and practices regarding personal data should be addressed in writing to USANA Customer Service.

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