



U.S. Associate Application & Agreement

USANA DATA PROCESSING
BOX 4000, TOOELE, UT 84074
(888) 950-9595 Order Line (U.S. and Canada)
(800) 289-8081 Fax Order Line
(888) 683-8383 Spanish Order Line
(888) 805-2525 Chinese Order Line
USANA.com Online Ordering

ABOUT YOU

 M / F

NAME Last, first, middle (Note: If doing business under an assumed name, corporation, or partnership, also submit the U.S. Corporation, Partnership, DBA Registration Form)

M	M	D	D	Y	Y	Y	Y
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BIRTHDATE

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DAYTIME PHONE

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EVENING PHONE

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MOBILE NUMBER

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APPLICANT SSN, ITIN, OR EIN

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CO-APPLICANT SSN, ITIN, OR FEDERAL ID NUMBER

 M / F

CO-APPLICANT Last, first, middle

M	M	D	D	Y	Y	Y	Y
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BIRTHDATE

MAILING ADDRESS

CITY COUNTY STATE ZIP CODE

E-MAIL

LANGUAGE PREFERENCE:

ENGLISH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPANISH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MANDARIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CANTONESE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRADITIONAL CHINESE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPOKEN	SECONDARY	ONLINE	

YOUR SPONSOR INFORMATION

NAME Last, first, middle

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ASSOCIATE NUMBER

PHONE NUMBER

YOUR PLACEMENT INFORMATION

NAME OF THE PERSON WHOM THE APPLICANT WILL BE PLACED UNDER Last, first, middle

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ASSOCIATE NUMBER

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BUSINESS CENTER

<input type="checkbox"/>	LEFT	<input type="checkbox"/>	RIGHT
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LINKAGE (TICK ONE)

GETTING STARTED

BUSINESS DEVELOPMENT SYSTEM (BDS) \$29.95 US PLUS SALES TAX.
All Associates must purchase a BDS. Includes 3 free cycles of Income Maximizer. To qualify, you must remain on a monthly 100 SVP Auto Order. After the trial ends, you will be charged the ongoing subscription rate of \$19.95 every 4 weeks. To avoid charges, remove item #824 from your Auto Order anytime before the trial ends.

OPEN 1 BUSINESS CENTER OPEN 3 BUSINESS CENTERS

ITEM #	QTY.	PRODUCT NAME	SV	PREFERRED PRICE/AUTO ORDER

#401 ENTREPRENEUR PACK 500 PTS \$624.95

CALCULATING YOUR TAXES
\$ _____ X _____ %
Product & Starter Kit RATE
Total
Associates calculate sales taxes on Preferred Price or Auto Order prices

TOTAL
\$ _____
\$29.95
\$ _____
ORDER TOTAL
\$ _____
TAXES
\$ _____
S&H CALCULATE DETAILS ON BACK
\$ _____
GRAND TOTAL

SAVE 10% WITH AUTO ORDER—YOUR SUBSCRIPTION TO HEALTH

ITEM #	QTY.	PRODUCT NAME	SV	AUTO ORDER

#100 HEALTHPAK™ 100 PTS \$117.50
 #565 YEARLY LIFEMASTERS® SUBSCRIPTION 0 PTS \$12.35
 #565 YEARLY LIFEMASTERS® CD SUBSCRIPTION (Includes SUCCESS Magazine) 0 PTS \$42.95

CALCULATING YOUR TAXES
\$ _____ X _____ %
Product & Starter Kit RATE
Total
Associates calculate sales taxes on Preferred Price or Auto Order prices

TOTAL
\$ _____
\$29.95
\$ _____
ORDER TOTAL
\$ _____
TAXES
\$ _____
S&H CALCULATE DETAILS ON BACK
\$ _____
GRAND TOTAL

HOW WILL YOU PAY?

Select a method of payment for ordering. The account information will be kept on file for future orders.

REGULAR PAYMENT CHECK ENCLOSED CHECK/MONEY ORDER VISA MASTERCARD AMERICAN EXPRESS

CARDHOLDER NAME

CARD NUMBER EXPIRES

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding as set out in paragraph 21 on the reverse side of this form.

SIGNATURE

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.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

*STAPLE VOIDED CHECK FOR AUTOPAY HERE (WHEN FAXING, PLEASE SEND CHECK ON SEPARATE PAGE)

SHIPPING & HANDLING

Your shipping cost will be USANA's actual freight cost plus a US \$2.00 (plus tax) handling fee on phone orders only. Your shipping charge will be an estimate made at the time of your order. The estimate is a computer generated charge and is calculated using the weight of the product and the fill material. USANA will determine shipping and handling charges, and your order form will be completed by USANA, or you may call Order Express at 1-888-950-9595.

ASSOCIATE AGREEMENT TERMS AND CONDITIONS

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

1. APPLICANT hereby applies for authorization as an Associate 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 an Associate 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 & Procedures, as such now exists or may hereafter be amended.
2. Upon acceptance as an Associate by USANA, APPLICANT is authorized as an Associate for one calendar year. USANA will automatically renew Associate authorization annually by debiting the Associate's account on file in the amount of \$20, unless the Associate notifies USANA in writing prior to the anniversary date that he/she desires to cancel the Distributorship.
3. APPLICANT has read and agrees to be bound by the terms of this agreement, the USANA Compensation Plan and the Policies & 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.
4. 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.
5. APPLICANT will not produce, promote, or use materials of any kind describing USANA's names, programs, products, and trademarked, copyrighted, or otherwise protected materials except as permitted in USANA's policies.
6. APPLICANT has the duty to supervise and train any Associates 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 Associate 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 Associates in the program.
7. 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.
8. Any sale or assignment of this agreement or Associate authorization must be approved by USANA. Successors in interest or assigns must comply with all program requirements.
9. 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 & Procedures.
10. Venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the parties hereto shall be in Salt Lake County, State of Utah or in the United States District Court in and for the District of Utah, except where the laws of your state expressly require the application of its laws. This agreement shall be governed by the laws of the state of Utah.
11. No purchase or investment is necessary to become an Independent Associate other than the purchase of a BDS, which is sold at company cost. Purchasing the BDS is mandatory except in those states where prohibited by law.
12. 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.
13. You have the right to cancel your Associate agreement at any time and for any reason. If you choose to cancel your Associate agreement, simply notify USANA in writing. If you elect to cancel your Associate 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.
14. USANA does not permit you to purchase unreasonable amounts of product solely for the purpose of qualifying for commissions, bonuses, or advancement in the Compensation Plan.
15. You are free to participate in other multilevel marketing ventures, but you may not sell or promote to other USANA Associates or Preferred Customers similar or competitive products or services or any other multilevel marketing opportunity.
16. USANA 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 Associates or Preferred Customers to participate in other multilevel marketing ventures.
17. 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 & Procedures does not constitute a waiver of USANA's right to require compliance therewith.
18. USANA's waiver of any Associate default does not affect USANA's rights with respect to any subsequent default or the rights or obligations of any other Associate. Delays or omissions by USANA in exercising rights which might arise from an Associate's default do not affect the company's rights concerning the default or any subsequent default.
19. USANA reserves the right to cancel any Distributorship at any time for cause if the Associate violates the terms and conditions of this Agreement or the provisions of the Policies & Procedures and Compensation Plan.
20. USANA reserves the right to revise or amend the Policies & Procedures and the Compensation Plan.
21. Taxpayer Identification Number. If you are a United States person (including a resident alien), you must provide USANA with your correct taxpayer identification number ("TIN"), which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For a distributorship that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, you must provide USANA with your Employer Identification Number ("EIN"). If you fail to provide USANA with a TIN or the TIN you provide to USANA is incorrect, USANA will withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to USANA that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. **By signing this Agreement, you certify that (i) the TIN you have provided to USANA is correct, (ii) you are a United States person (including a resident alien), (iii) if applicable, you are not subject to backup withholding, and (iv) you are exempt from the requirement to report foreign financial assets under the Foreign Account Tax Compliance Act ("FATCA").**
22. You may be required from time to time to provide USANA with personal information relating to your independent USANA distributorship and/or Associate Agreement. USANA's rights to use your personal information and your rights to access and correct the personal information you give USANA are described in USANA's Policies & Procedures. By signing this Agreement, you consent to USANA's collection, use, and disclosure of your personal information in accordance with Section 3.8 of USANA's Policies & Procedures.
23. By signing this Agreement, you give USANA and USANA's independent Associates permission to contact you by e-mail, text/SMS, instant message, fax, and phone concerning any matter relating to your independent USANA distributorship, including, but not limited to, distributorship and account status, product order status, product offers, and distributor training, education, and events. You may withdraw your permission at any time by contacting USANA or the USANA Associate who has contacted you.

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