

## Letter of Intent

This Letter of Intent is made and entered into on the \_\_\_\_ day of \_\_\_\_, 2011 by and between \_\_\_\_\_ (the "Prospect") and \_\_\_\_\_ (the "Distributor").

The purpose of this Letter of Intent is to establish the intentions of the Prospect and the Distributor to enter into a formal relationship as Sponsor and Distributor as these terms are defined by USANA Health Sciences, Inc ("USANA").

The parties understand and acknowledge that this Letter of Intent does not constitute an agreement and it does not create any legally-binding obligations. However, by signing this Letter of Intent, the Prospect expressly manifests his/her good faith intention to enter into a formal agreement with USANA in France or Belgium at such time as the Distributor presents the Prospect with a formal agreement to appoint the Distributor as his/her official Sponsor in USANA.

The Distributor hereby acknowledges his/her desire to accept the Prospect as a Distributor in his/her downline sales organisation at such time as USANA begins active operations in France and Belgium.

During the term of this Letter of Intent, the Prospect agrees not to solicit any other active USANA Distributor or group of USANA Distributors for the purpose of enrolling as a Distributor in another downline sales organisation. The parties acknowledge and understand that the Prospect is free to select another Sponsor upon the conclusion of the term of this Letter of Intent.

This Letter of intent is valid until the official opening of USANA's business in France and Belgium or until such time as the Prospect enters into a formal agreement with USANA, whichever occurs first. Notwithstanding the stated term, however, either party may terminate this Letter of Agreement at any time for any reason.

During the term of this Letter of Intent, the Prospect is not obligated to make any payments to the Distributor or USANA.

[DISTRIBUTOR]

[Prospect]

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_