



POLICIES & PROCEDURES

ENG.(Version)

POLICIES & PROCEDURES

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SECTION 1—INTRODUCTION

1.1 POLICIES INCORPORATED INTO DISTRIBUTOR AGREEMENT

These Policies and Procedures are incorporated into the USANA Independent Distributor Application and Agreement. Distributor must read and understand these Policies and Procedures prior to using the USANA system to build your independent business. As an Independent USANA Distributor, Distributor must comply with all the terms and conditions set forth in these Policies and Procedures, the Distributor Application and Agreement and the Compensation Plan (hereafter referred to as the “Distributor Agreement”), as well as honor all applicable laws and regulations in Thailand and in the countries in which Distributor operate his or her USANA business.

1.2 PURPOSE

The purpose of the Distributor Agreement is:

- To define the relationship between USANA and you as an Independent Distributor;
- To set standards of acceptable business behavior;
- To assist Distributor in building and protecting his or her business.

1.3 CHANGES

The Company may from time to time amend the Distributor Agreement and Price List. Amendments shall be effective seven (7) days after notification of the changes is published in official USANA publications distributed to all active Distributors.

1.4 DELAYS

USANA shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, etc.

1.5 SEVERABILITY

If any provision in the Distributor Agreement is found to be invalid, illegal or unenforceable, USANA may amend or delete that provision. The amendment or deletion of any clauses or provisions will not affect the remaining clauses and provisions, which will continue in full force and effect.

1.6 COMPLIANCE

USANA never forfeits its right to require Distributor's compliance with the Distributor Agreement or with applicable laws and regulations governing business conduct. Only in rare circumstances will a policy be waived, and such waivers will be conveyed by USANA. The waiver will apply only to that specific case.

1.7 NO RELIANCE

A Distributor should seek advice from their professional advisor for matters of legal, financial, or other professional advice and not rely on any such advice if given from USANA.

SECTION 2—BECOMING A DISTRIBUTOR

2.1 TO BECOME A USANA DISTRIBUTOR YOU MUST:

- Be at least the age of majority in Distributors' country of residence
- Reside in a geographic area where USANA has been approved for business
- Read the USANA Policies and Procedures and Compensation Plan
- Submit an original signed Distributor Application and Agreement to USANA or digitally sign your online Distributor Application and Agreement
- Provide USANA with a current and correct correspondence address and phone number where Distributor can be reached
- Have a valid Thai Identification or Permanent Resident Identification or Employment Permit Number or Business Registration Number (businesses and corporations) or Business Number. USANA requires a Thai Identification Number to assist in the prevention of multiple distributorships.
- USANA reserves the right to accept or reject any application for any reason.
- If USANA determines that the Distributor Application and Agreement contains inaccurate or false contact or other information, it may immediately terminate a Distributorship or declare the Distributor Application and Agreement null and void from its beginning. Further, it is the obligation of the Distributor to report to the Company on an ongoing basis any changes, which affect the accuracy of the Distributor Application and Agreement.

2.2 DISTRIBUTOR BENEFITS

Once USANA accepts a Distributor's Application and Agreement, the benefits of the Compensation Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

- Purchase USANA products and services at the Distributor price;
- Participate in the USANA Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Preferred Customers or Distributors into the USANA business and thereby build a team and progress through the USANA Compensation Plan;
- Receive USANA literature and other USANA communications;
- Participate in USANA-sponsored support, service, training, motivational, and recognition functions upon payment of appropriate charges, if applicable;
- Participate in promotional and incentive contests and programs sponsored by USANA for its Distributors.
- A Distributor's continuation of a Distributorship or acceptance of earnings pursuant to the Compensation Plan or acceptance of any other benefits under the Application and Distributor Agreement constitutes acceptance of the Application and Distributor Agreement and these Policies and Procedures and any and all amendments thereto.

2.3 IDENTIFICATION AND DISTRIBUTOR NUMBER

When USANA receives and accepts a Distributor's original Application and Agreement, USANA will assign a unique Distributor Number to that Distributor. Distributors must use their Distributor Number whenever they call a USANA Distributor Services Representative to place orders and track commissions and bonuses.

USANA requires the Identification Number or Permanent Resident Number or Work Permit Number or Employment Pass Number in registering a Distributor with a valid bank account number in the name of the Distributor.

2.4 TEMPORARY ENROLMENT

After signing the Distributor Application and Agreement, a Distributor applicant may enroll by telephone or over the Internet to receive a temporary Distributor Number and temporary authorizations for a new distributorship while the written application is en route to USANA. The applicant must provide USANA with all the necessary information to complete the Distributor Application and Agreement. The applicant may order a Starter Kit at that time using a valid credit card or cash. The new Distributor's temporary Distributor Number and authorization will be valid for 21 days, pending USANA's receipt of the Distributor's original Application and Agreement or the Distributor's digital signature on the online Application and Agreement.

USANA reserves the right to remove a distributorship from its system or stop payment of commissions earned if the Application and Agreement has not been received or digitally signed within the 21 day temporary enrolment time period. Once USANA receives the original Distributor Application and Agreement, USANA will assign a permanent Distributor Number to the Distributor and extend the initial Distributorship authorizations period to one full year.

2.5 ANNUAL DISTRIBUTORSHIP RENEWAL

USANA charges Distributors an annual Distributorship renewal fee of 750 Baht (This fee is inclusive of Good and Service Taxes and should be subjected to change without prior notice). USANA will automatically charge the fee to the Distributor's credit card or bank account on file with USANA on the anniversary date of the Distributor's application. Distributors without a credit card or bank account must renew by phone or mail. The annual renewal fee will

- Automatically renew your subscription to USANA publications
- Renew your Distributor Agreement (signifying your acceptance of and promise to adhere to the most current version of the Policies and Procedures as amended from time to time at USANA's discretion) and maintain your line of sponsorship; and
- Continue your entitlement to participate in USANA's Compensation Plan purchase USANA products; enjoy USANA service support programmers retail USANA products participate in company promotions, contests, and recognition; and attend Company events.

2.6 STARTER KIT

Distributors are not required to purchase USANA products to become a Distributor.

SECTION 3—OPERATING A USANA DISTRIBUTORSHIP

3.1 USANA COMPENSATION PLAN

Distributors must adhere to the terms of the USANA Compensation Plan as set forth in official USANA literature. Distributor may not offer the USANA opportunity through, or in combination with, any other trading scheme or through any unapproved method of marketing. Distributors may not require or encourage other current or prospective Preferred Customers or Distributors to participate in USANA in any manner that varies from the programme as set forth in official USANA literature. Distributors may not require or encourage other current or prospective Preferred Customers or Distributors to execute any agreement or contract other than official USANA agreements and contracts in order to become a USANA Distributor. Similarly, Distributors may not require or encourage other current or prospective Distributors or Preferred Customers to make any purchase from, or payment to, any individual or other entity to participate in the USANA Compensation Plan other than those purchases or payments identified as recommended or required in official USANA literature.

3.1.1 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Distributor's immediate household (a Distributor's spouse or dependents) engages in any activity which, if performed by the Distributor would violate any provision of the Distributor Agreement, such activity will be deemed a violation by the Distributor.

3.2 ADVERTISING

Distributors must avoid all discourteous, deceptive, misleading, illegal, unethical, or immoral conduct or practices in their marketing and promotion of USANA, the USANA opportunity, the Compensation Plan, and USANA's products. Only those Distributors who have achieved the rank of Gold Director or higher may produce individual sales, marketing, and support materials to market or promote USANA, the USANA opportunity, the Compensation Plan, USANA's products, or their USANA businesses. All other Distributors may only use sales aids and support materials produced or currently approved by USANA. Sales, marketing, and support materials include, but are not limited to, training and recruiting information, brochures, flyers, pamphlets, posters, postcards, letters, classified advertisements, etc. promoting USANA's products and programmes, as well as e-mail messages, voice mail message recordings, social media sites and Internet Web sites used to publicize USANA, its products, services, or Compensation Plan.

Any Distributor who has achieved the rank of Gold Director or above who desires to create his or her own sales tools, promotional materials, advertisements or other literature (promotional material) must submit a copy of the proposed materials to USANA for review and approval before he or she may use the information to promote his or her business or the USANA opportunity.

Upon receipt of the proposed promotional material, USANA will review the information to determine the appropriateness of the material's form and content. USANA's review of the proposed promotional material will be subject to a review fee. USANA will promptly notify the Gold or higher ranking Director regarding the Company's decision to approve or disapprove the material for use in promoting and supporting his or her USANA business activities. Gold and higher ranking Directors may only use those promotional materials that USANA has expressly approved. Such materials may not be

offered for sale at a profit for a Distributor. It is the Distributor's responsibility to ensure that previously approved promotional material remains current and up-to-date. USANA further reserves the right to rescind approval for any promotional materials, and Distributors waive all claims for damages or remuneration arising from or relating to such rescission

3.2.1 TELEVISION AND RADIO

Distributors may use sales, marketing, and support materials produced by USANA to advertise on television or radio, but only with prior written consent from USANA.

3.2.2 MEDIA ENQUIRIES

Distributors must refer all media enquiries regarding USANA to USANA. This will ensure that accurate and consistent information reaches the general public.

3.2.3 TRADEMARKS AND COPYRIGHTS

- A Distributor may not directly or indirectly use the USANA trademark or trade name or corporate logo to promote their independent business. Rather, they must use the *"Independent USANA Associates"* logo to promote their business, including in business listings. A reproducible copy of the logo can be obtained from USANA.
- Distributors should not answer the telephone in any manner that might indicate or suggest that the caller has reached a USANA corporate office.
- Distributors may not directly or indirectly record or reproduce materials from any USANA corporate function, event, speech, etc.
- Distributor may not directly or indirectly reproduce, or copy any presentation or speech by any USANA spokesperson, representative, speaker, officer, other distributors.
- Distributors may not directly or in directly reproduce or copy an recording of a recording of a USANA-produced media presentation including audio tapes, videotapes, CDs, etc.
- Distributors may not directly or indirectly publish, or cause to be published, in any written or electronic media, the name, photograph or likeness, copyrighted materials, or property of individuals associated with USANA without express written authorisation from the individual and/or USANA.
- Distributors may not directly or indirectly publish, or cause to be published, in any written form or electronic media, the copyrighted materials or property of USANA, without express written authorization from USANA.
- Distributors may not directly or indirectly use or attempt to register or sell any of USANA's trade names, trademarks, service names, service marks, product names, or any derivative thereof, for any internet domain name or email address.

3.2.4 USE OF DISTRIBUTOR NAME, LIKENESS, AND IMAGE

Distributor consents to USANA's use of his/her name, testimonial (or other statements about USANA, its products, or opportunity in printed or recorded form, including translations, paraphrases, and electronic reproductions

of the same), and image or likeness (as produced or recorded in photographic, digital, electronic, video, or film media) in connection with advertising, promoting, and publicizing the USANA opportunity, products, or any USANA related or sponsored events.

3.3 DISTRIBUTOR CLAIMS AND REPRESENTATIONS

3.3.1 PRODUCT CLAIMS

When presenting information about USANA products, Distributor must not make therapeutic or medicinal claims about the products, except as set forth in official USANA literature or as shown on the product label. In particular, you may not claim that USANA products are useful in curing, treating, diagnosing, mitigating, or preventing any diseases or related symptoms. Such statements can be perceived as medical or drug claims. Not only would such claims breach your Distributor Agreement, but they would also breach the laws and regulations of the jurisdictions in which USANA

3.3.2 INCOME CLAIMS

Distributors may not make income projections or claims or disclose your USANA income (including the showing of cheques, copies of cheques, or bank statements) when presenting or discussing the USANA opportunity or Compensation Plan.

3.3.3 DENIGRATION OF COMPETITORS

Photograph or likeness, copyrighted materials, or property of Distributors may not denigrate another company or its products, individuals associated with USANA without express written e.g., using the Comparative Guide to Nutritional Supplement in authorization from the individual and/or USANA. A way that implies that a competitor's product is of poor quality

Distributors may not directly or indirectly publish, or cause when compared to USANA's Essential™. To be published, in any written form or electronic media, the copyrighted materials or property of USANA, without express

3.3.4 ADVERTISED PRICE

Distributors may not create their own marketing or advertising material offering any USANA products at a price less than the current Auto Order price plus shipping and applicable taxes.

3.3.5 INDEMNIFICATION

A Distributor is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official Company materials and the Distributor agrees to indemnify USANA against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Distributor that are outside the scope of the Agreement. The provisions of this section survive the termination of the Agreement.

3.3.6 SOCIAL MEDIA

Distributors may use social networking sites (Facebook, Twitter, Instagram, etc.), to:

1. Communicate involvement with USANA and other information about the company,
2. Direct users to approved USANA web content, including a Distributor's personal USANA webpage (PWP),
3. Post approved USANA education tools and other approved content,
4. Participate in the following business-building activities: promote upcoming meetings or events, advertise products by linking to your USANA shopping cart or any other USANA approved material, and encourage viewers to contact them for more information about the products or business.

It is essential when promoting USANA on social media that USANA Distributors abide by all policies relating to business and product claims. Please refer to sections 3.3.1, and 3.3.2, and 5.1 for a reminder of these policies.

Distributors must avoid posting anything profane, vulgar, libelous, threatening, etc. as determined by USANA, and they should adhere to the terms and conditions of the social sites on which they post. Distributors are also prohibited from using USANA or trademarked names in the name of their Facebook page, Twitter handle, etc. USANA reserves the right to require an Associate to remove any post that it deems inappropriate.

For full details of USANA's advertising policy, including the policies that apply to websites, blogs, etc., please see section 3.3.1.

3.4 COMMERCIAL OUTLETS

Distributors may display and retail USANA products in commercial outlets where professional services are the primary source of revenue and product sales are secondary. Approved service oriented establishments may include (but are not limited to) health spas, beauty shops, and physicians' and chiropractors' offices. Unapproved retail-oriented establishments may include (but are not limited to) retail stores, Internet auction sites (i.e.: eBay), and pharmacies. It is a violation of this policy to knowingly be part of any scheme whereby a Distributor provides product to a third party who then offers the product for resale in any unapproved retail-oriented establishment.

3.5 OTHER COMPANIES AND PRODUCTS

USANA Distributors may participate in other direct selling or network marketing or multilevel marketing ventures (collectively, "multilevel marketing"), and Distributors may engage in selling activities related to non-USANA products and services, if they desire to do so. However, Distributors are prohibited from unauthorized recruiting activities, which include the following

- Recruiting or enrolling USANA customers or Distributors for other multilevel marketing business ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other multilevel marketing business ventures to any USANA Preferred Customer or Distributor, or implicitly or explicitly encouraging any USANA Preferred Customer or Distributor to join other business ventures. It is a violation of this policy to recruit or enroll a USANA Preferred Customer or Distributor for another multilevel marketing business, even if the Distributor does not know that the prospect is also a USANA Preferred Customer or Distributor

- Producing any literature, tapes, or promotional material of any nature for another multi-level marketing business or appearing in, being referenced in, or allowing the Distributor's name or likeness to be featured or referenced in any promotional,
- Selling, offering to sell, or promoting any competing products or services to USANA Preferred Customers or Distributors. Any product or services in the same generic category as a USANA product or service is deemed to be competing, (e.g., Any dietary supplement is in the same generic category as USANA's dietary supplements and is, therefore, a competing product, regardless of differences in cost, quality, ingredients, or nutrient content)
- Offering USANA products or promoting the USANA Compensation Plan in conjunction with any non-USANA business plan, opportunity, product, or incentive;
- Offering any non-USANA products or opportunities in conjunction with the offering of USANA products or business plan or at any USANA meeting, seminar, launch, convention, or other USANA function
- Where a prospective Distributor or Preferred Customer accompanies a Distributor to a USANA meeting or function, no other USANA Distributor may recruit the prospect to enroll in USANA or any other multilevel marketing business for a period of fourteen (14) days or unless and until the Distributor who brought the prospect to the function advises the other USANA Distributor that the prospect has elected not to enroll in USANA and that the Distributor is no longer recruiting the prospect to enroll in USANA, whichever occurs first. Violations of this policy are especially detrimental to the growth and sales of other Distributors' USANA businesses and to USANA's business.

A Distributor's direct or indirect participation, including the receipt of compensation from, or having an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in any other multilevel marketing venture they may not participate in USANA's Leadership or Elite Bonus Programmes. A Distributor who accepts Leader Bonus or Elite Bonus while participating in another multilevel marketing venture is in material breach of this Agreement regardless of the Distributor's intent or purpose of such participation.

A Distributor who participates in any way in another multilevel marketing venture is not eligible to have access to confidential customer information, including but not limited to the customer lists included in the Downline Management system (DLM).

3.6 POST-TERMINATION SOLICITATION

For a period of 6 months following the termination of the Distributor Agreement, a former Distributor may not recruit any Distributors or Preferred Customers who formed a part of his/her downline organization on behalf of any direct selling scheme that competes with USANA.

3.7 GENEALOGY REPORTS

The USANA genealogy reports (Downline Management) are confidential and contain proprietary business trade secrets to plan, provide, and/or administer Distributor benefits. Distributors may not use the reports for any

purpose other than for developing your USANA business. Specifically, Distributors must not:

- Disclose any information contained in the reports to any third party
- Use the reports to compete with USANA or
- Recruit or solicit any Distributor or Preferred Customer listed on the reports to participate in other multilevel marketing ventures.

3.8 PERSONAL DATA AND RIGHT OF PRIVACY

3.8.1 PERSONAL INFORMATION

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

- Processing your Distributor Application
- Development of Genealogy Reports
- Providing Distributor services such as planning and facilitating Distributor meetings and training
- Administering Distributor benefits
- Development and implementing policies, marketing plans, and strategies
- Publishing personal information in USANA newsletters, promotional materials, and intragroup 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.

3.8.2 COMMUNICATING PERSONAL INFORMATION TO THIRD PARTIES

Where permitted by the provisions of applicable law, USANA may provide Distributors' 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 organisations seeking references and
- Any government agency or other appropriate governmental, police, or regulatory authority.

3.8.3 DISTRIBUTOR ACCESS TO PERSONAL INFORMATION

Under the Personal Data (Privacy) Ordinance, Distributors have the right to request and obtain from USANA the personal information USANA has on file about him or her and correct any data that are inaccurate (unless an exception applies). Distributors may also request USANA to inform him or her 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.

3.9 THE TELEPHONE AND E-MAIL SOLICITATION

USANA does not send *"spam"* (unsolicited commercial electronic communications in the form of e-mail, text, SMS/instant message) to our Distributors or customers, and we prohibit our Distributors from using spam to market and sell our products or recruit other Distributors. As such, we require our Distributors to comply with the following rules when using electronic communications to market and promote the USANA opportunity and our products:

1. You may send commercial electronic communications ONLY to (a) recipients with whom you have an existing business, family, or personal relationship; or (b) business referrals, but only if you have a business, family or personal relationship with the person making the referral and the person making the referral has a business, family or personal relationship with the person being referred to you.

2. Any commercial electronic communication you send must include: (a) a clear and accurate subject header, (b) accurate sender contact details (name, mailing address, phone number and e-mail address), (c) in the case of a referral, the name of the person who provided you with the referral, and (d) a functional *"opt-out"* or unsubscribe feature.

3.10 LIMITED COMPANIES, PARTNERSHIPS, AND TRUSTS

Distributors may initially apply for a Distributorship as a Limited Company, Partnership, Trust, or any other form of business association. Likewise, current Distributors may change the operating status of their Distributorships from individual to a business. In both cases, USANA must receive a copy of the appropriate incorporation documents, along with a properly completed and signed Distributor Application and Agreement (and copy of board minutes authorising the application in the case of a Limited Company). All partners must sign applications by partnerships. All parties to any business entity must accept joint and several liability for any indebtedness or other obligation to USANA.

3.11 DECEPTIVE PRACTICES AND DETRIMENTAL CONDUCT

Distributors must fairly and truthfully explain the USANA products, opportunity, Compensation Plan, and Policies and Procedures to prospective Distributors. This includes

- Being honest and thorough in presenting material from the USANA Compensation Plan to all potential Distributors;
- Making clear that income from the USANA Compensation Plan is based on product sales and not merely on sponsoring other Distributors
- Making estimates of profit that are based on reasonable predictions for what an average Distributor would achieve in normal circumstances
- Representing that past earnings in a given set of circumstances do not necessarily reflect future earnings
- Not misrepresenting the amount of expenditure that an average Distributor might incur in carrying on the business;
- Not misrepresenting the amount of time an average Distributor would have to devote to the business to achieve the profit estimated, and not stating that profits or earnings are guaranteed for any individual Distributor
- Never stating or inferring that Distributors will build a team for anyone else

- Never stating that profits or earnings are guaranteed for an individual Distributor
- And never stating that any consumer, business, or government agency has approved or endorsed the USANA products or its Compensation Plan.
- Never participating in downline purchasing (placing a sales order in a Business Centre other than where the sale was generated)
- Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, an Distributor purchasing, to qualify for various ranks or commissions, large quantities of product that are not sold through the direct marketing channel, placing orders in other distributorships in his/her team, and any other actions that may violate state, federal or foreign anti pyramid scheme laws. Such manipulations may, in the discretion of the USANA result in the suspension of commissions and termination of the Distributorship.
- If any conduct by a Distributor is determined by USANA to be injurious, disruptive, or harmful to USANA or to other Distributors, USANA may take appropriate action against the Distributor as set forth in Section 8.3.

3.12 INDEPENDENT CONTRACTOR STATUS

Distributors are a self-employed independent contractor. The agreement you have with USANA does not create an employer/employee relationship, agency, partnership, or joint venture between Distributors and USANA. Distributors are responsible for paying his or her own taxes and setting his or her own goals, hours, and methods of sales.

3.13 BUSINESS INSURANCE

Distributors should obtain insurance coverage for your business activities.

3.14 PRODUCT LIABILITY INSURANCE

USANA maintains insurance to protect USANA and its Distributors against product liability claims. USANA's **"Vendor's Endorsement"** extends coverage to Distributors as long as they market USANA's products in accordance with applicable laws and regulations and the Distributor Agreement. USANA's product liability policy does not extend coverage to claims that arise as a result of a Distributor's misconduct in marketing USANA's products.

3.15 ASSUMPTION OF RISKS

Distributor must understand that while traveling to or from Company related meetings, events, activities, workshops, retreats, or gatherings, he or she is doing so as a part of his or her own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that his or her attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. Distributor will assume all risk and responsibility for such travel.

3.16 INTERNATIONAL

Distributors may sell and promote USANA's products and services only

in countries in which USANA is approved for business, as announced in official USANA communications. If Distributors desire to conduct business in an authorized country outside Thailand, he or she must comply with all the applicable laws and regulations for that country including, but not limited to, selling only those products that are specifically designed, formulated, and approved for that particular market. For example, US labeled product may only be sold in the US; Mexico labeled product may only be sold in Mexico.

3.17 ADHERENCE TO LAWS AND ORDINANCES

Distributors must obey all laws that apply to his or her business.

3.18 ONE DISTRIBUTORSHIP

A Distributor may operate, receive compensation from, or have an ownership interest, legal or equitable, as a sole proprietorship, shareholder, trustee, or beneficiary in only one USANA distributorship. However, notwithstanding this rule, your spouse may become a Distributor and operate a second distributorship as long your spouse's distributorship is placed below one of your Business Centres and not in a crossline sales organisation. The second business must be a bona fide independent business that is operated by the person listed on the agreement and not by the owner of the first business.

3.19 REPACKAGING AND RELABELLING

Distributors may not relabel or in any way change the labels on any USANA products. Similarly, Distributors may not repack or refill products, but must sell the products in their original containers. Any such actions could result in criminal charges and/or expose him or her to civil damages claims.

3.20 SALE, TRANSFER, OR ASSIGNMENT OF DISTRIBUTORSHIP

Distributors may not sell, transfer, or assign his or her Distributorship rights to any person or entity without USANA's express approval.

To obtain approval, Distributors must

- Be a Distributor in good standing as determined by USANA in its sole discretion;
- Notify USANA in writing of his or her intent to transfer his or her Distributorship;
- Satisfy any outstanding debt obligations he or she has with USANA; and
- Transfer all individual Business Centres with the Distributorship.

The buyer must

- Be eligible to become a USANA Distributor;
- Be able to satisfactorily perform the obligations of a USANA Distributor as determined by USANA in its sole discretion;
- Assume the obligations and position of the selling Distributor;
- Complete a Transfer of Distributorship Application and submit the required processing fee; and
- Complete a Distributor Application and Agreement

Distributors may not transfer their Distributorship to any person or entity that presently owns, operates, or participates in a USANA Distributorship or has owned, operated, or participated in a USANA Distributorship. USANA

reserves the right to review all proposed terms of any sale or transfer and insist on additional terms and conditions prior to approving the proposed sale or transfer. If USANA determines in its sole discretion that a Distributor sold or transferred his/her Distributorship in an attempt to circumvent compliance with the Distributor Agreement, the sale or transfer shall be void.

3.21 SEPARATION OF DISTRIBUTORSHIP

If Distributors wish to dissolve their jointly held Distributorship, they must do so in such a way as to not disturb the income or interest of their team. Distributors should consider the following when deciding whether or not to dissolve a jointly held Distributorship:

- If a jointly owned Distributorship is dissolved, anyone of the joint owners may operate the Distributorship, but the other joint owners must relinquish their rights to, and interests in, the Distributorship.
- USANA cannot divide a team, nor can it split commission or bonus cheques between the joint owners.
- If a jointly owned distributorship is dissolved, the individual(s) who relinquished ownership in the original distributorship may apply as new Associates only after waiting six months. This policy does not include the dissolution of a husband and wife's distributorship. In the case of divorce with a jointly held distributorship between a husband or wife, the party relinquishing his or her rights to the distributorship may immediately enroll under any Sponsor of his/her choice.

3.22 SUCCESSION

If a Distributor dies or becomes incapacitated, his or her rights to commissions, bonuses, and team, together with all Distributor responsibilities, will pass to his or her successor(s). Upon death or incapacitation, the successor(s) must present the USANA Compliance Department with proof of death or incapacitation, along with proof of succession, such as a Grant of Probate or an Enduring Power of Attorney, and a properly completed Distributor Application and Agreement. He or she may inherit and retain another Distributorship even though he or she currently own or operate a Distributorship. In the case of intestacy, USANA will deem the Distributorship nontransferable if it is not contacted by an authorized representative of the estate or the heirs, devisees, successor trustees, personal representative, or executor of the decedent within six (6) months of the Distributor's death.

3.23 TAXES

Distributors are responsible for paying taxes on any income he or she earn as an Independent Distributor.

3.24 TERRITORIES

USANA imposes no territorial limits on Distributors who may operate their USANA businesses anywhere within their country or countries of appointment. Distributors should not in any way state or imply that any territorial restrictions exist.

3.25 TRADE SHOWS AND EXPOSITIONS

Distributors may display and seek orders for USANA products at trade shows and expositions, but the literature displayed must be approved USANA

literature and must identify he or she as an Independent Distributor. Distributors may not display or seek orders for USANA products at swap meets, garage sales, or flea markets.

3.26 LINE OF SPONSORING

Distributors have the ultimate right to choose his or her Sponsor. As a general rule, the first Distributor who does meaningful work with a prospective Distributor is considered to have first claim to sponsorship. It is the recruiting

Distributor's responsibility to determine whether or not a prospective Distributor is working with another USANA Distributor. Basic tenets of common sense, consideration, and fairness should govern a Distributor's sponsoring activities. If there is any question concerning the sponsorship of a Distributor, the final decision will be made by USANA in its absolute discretion, and said decision will be final and binding on all Distributors. As a general rule, USANA will recognize as the sponsor the first person listed on the Distributor's Application and Agreement.

3.27 TRANSFERRING TO ANOTHER SPONSOR

USANA will not permit any change in the line of sponsorship except in the following circumstances

- Where a Distributor has been fraudulently or unethically induced into joining USANA.
- Where an incorrect placement was made due to a Distributor error, a change in the line of sponsorship can be made to correct the error where a request for a change is made within 10 days of enrolment. If he or her make such a request, he or her must also submit the written consent of his or her Sponsor along with the required placement change fee. If at the time of the request he or her have any team in place, no change will be permitted in the line of sponsorship. In the event that such a change is approved, commissions and bonuses earned will be adjusted accordingly. In no case will a change of placement be approved where a signed application has not been received by USANA.
- If Distributors terminate his or her Distributorship in writing he or her may rejoin under the Sponsor of his or her choice after a period of 6 months. Following termination of his or her Distributorship, he or she may participate as a Preferred Customer during the 6-month period. In the event Distributors terminate his or her Distributorship, he or her forfeit all rights, bonuses, and commissions under his or her previous line of sponsoring. Distributors may not avoid compliance with this policy through the use of assumed names, corporations, partnerships, trusts, spouse names, social insurance numbers, social security numbers, employer identification numbers, fictitious ID numbers, etc. Distributors also may not avoid compliance with this policy by allowing a former Distributor to participate in anyway in his or her Distributorship.
- If Distributors Business Centre(s) have been "**closed down**" (i.e., no purchases or sales of USANA products or participation in any other form as a Distributor) for a period of 12 successive months, he or she may terminate his or her Distributorship in writing and rejoin immediately under the Sponsor of his or her choice.

3.28 CROSS-LINE RAIDING

Cross-line raiding is strictly prohibited. "Crossline raiding" is defined as the enrolment or attempted enrolment of an individual or Entity that already has a current Preferred Customer or Distributor Agreement on file with USANA, or who has had such an agreement within the preceding six (6) calendar months within a different line of sponsorship. The use of trade names, corporations, partnerships, trusts, spouse names, social insurance numbers, social security numbers, employer identification numbers, or fictitious ID numbers to circumvent this policy is prohibited. Distributors may not demean, discredit, or invalidate other USANA Distributors in an attempt to entice another Distributor to become part of the first Distributor's team.

SECTION 4—RESPONSIBILITIES OF DISTRIBUTORS AND SPONSORS

4.1 SUPERVISION, TRAINING, AND SALES

Any Distributor who sponsors another Distributor into USANA must train the new Distributor in product knowledge, effective sales techniques, the Compensation Plan, and the Policies and Procedures. Distributors must also supervise and monitor Distributors in their team to ensure they conduct business professionally and ethically, promote sales properly, and provide quality customer service. As a Distributor progresses through the various levels of leadership, his or her responsibilities to train and motivate downline Distributors will increase. When sponsoring or enrolling a new Distributor, it is the responsibility of the sponsoring Distributor to ensure that the applicant is provided with, or has online access to the most current version of these Policies and Procedures and the USANA Compensation Plan prior to their execution of the Distributor Agreement.

4.2 LEADERSHIP

Any Distributor who sponsors another Distributor into USANA must train the new Distributor in product knowledge, effective sales techniques, the Compensation Plan, and the Policies and Procedures. Distributors must also supervise and monitor Distributors in their team to ensure they conduct business professionally and ethically, promote sales properly, and provide quality customer service. As a Distributor progresses through the various levels of leadership, his or her responsibilities to train and motivate team members will increase.

4.3 HOLDING APPLICATIONS AND ORDERS

Distributors should forward to USANA any forms or applications he or she received from other Distributors or Preferred Customers by the next business day after their signing, unless the Distributor or Preferred Customer expressly requests that he or she hold the form.

4.4 REPORTING POLICY VIOLATIONS

Distributors should report any observed violations of the Distributor Agreement to USANA.

SECTION 5—SALES REQUIREMENTS

5.1 PRODUCT SALES

The USANA Compensation Plan is based on selling products and providing service to end consumers. To qualify for commissions, Distributors must satisfy the following requirements:

- A minimum of seventy percent (70%) of a Distributor's orders must be for personal consumption and/or sold to other customers or end users. The sales volume of a Distributor's personally enrolled Preferred Customers shall be included for the purposes of determining compliance with the 70% requirement. Distributors may not purchase additional product until at least seventy percent (70%) of the previous order has been personally consumed or sold to end consumers
- Provide a receipt to his or her retail customers that specifies date of sale, amount of sale, items purchased, and the USANA Satisfaction Guarantee. Distributors should retain his or her copy of the sales receipts for a period of 2 years. To help fulfill his or her product sales obligations, USANA strongly urges Distributors to regularly develop new Preferred or retail customers.

5.2 SUGGESTED RETAIL PRICE

Distributors may sell USANA products at any price they choose. Distributors are not allowed to sell USANA Products at prices that are lower than the purchase price from USANA. USANA reserves the right to suspend or terminate the Distributorship if Distributors are found to have violated this rule.

5.3 EXCESSIVE PURCHASE OF INVENTORY PROHIBITED

USANA strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement in the Compensation Plan. Distributors may not purchase more than they can reasonably resell or consume in any four-week rolling period, nor encourage others to do so. Distributors are limited to a product purchase of 30,000 THB per four-week period at Distributor price. Distributors may receive an exception to this rule if they have evidence that they hold retail orders exceeding the limit, or submit an explanation justifying the need for inventory levels exceeding this limit.

Distributors are not required to carry inventory of products or sales aids other than the initial Starter Kit. Distributors who do so may find building a team somewhat easier because of the decreased response time in filling customer orders or in meeting a new Distributor's needs. Each Distributor must make his/her own decision with regard to these matters.

5.4 DEPOSITS AND PAYMENTS BY CUSTOMERS

Distributors should not collect any money from a retail customer until he or she have delivered customer's their products.

SECTION 6—BONUSES AND COMMISSIONS

USANA pays commissions weekly. Distributors should review his or her commission statement and report any errors within 30 days. Errors or discrepancies that are not brought to USANA's attention within the 30-day period will be deemed waived by the Distributor.

6.1 ADJUSTMENTS OF COMMISSIONS AND BONUSES

Distributors earn commissions and bonuses based on product sales to end consumers. Accordingly, USANA will adjust commissions and bonuses earned from any sale when the Distributor or any other end consumer returns

the sold product for a refund. USANA will deduct the sales volume attributable to the returned product from the upline Distributors' group volume within the first 2 weeks after the refund is given.

6.2 RIGHTS TO EARN COMMISSIONS

Distributors must be an active Distributor and in compliance with the terms of the Distributor Agreement to qualify for commissions and bonuses.

6.3 UNCLAIMED COMMISSIONS AND CREDITS

Unpresented cheques are void after 6 months from the date of issue. Any unclaimed credit on your account will be held in trust for 6 years, during which time USANA may periodically notify Distributors in writing of his or her credit balance.

6.4 PROCESSING FEE

USANA reserves the right to charge a reasonable processing fee to offset the costs to USANA of processing weekly commission payments and statements. Information on the current charge can be obtained from Distributor Services.

SECTION 7—PRODUCT GUARANTEES AND BUYBACK POLICIES

USANA warrants the quality of its products and shall exchange any defective product. Anyone returning a damaged or defective product must complete the Distributor Product Exchange or Return Form.

Product exchanges made for the purpose of favorable gain though maximizing commissions or manipulating the compensation plan (as evidenced though patterns observed outside of the average Distributor pattern of exchanges) will not be honored and are considered a material breach of the Distributor Agreement.

7.1 RETAIL CUSTOMERS

USANA obligates all Distributors to honor its 100%, 60-day money-back guarantee to all retail customers. If for any reason a retail customer is dissatisfied with any USANA product, he or she may return the product to the Distributor from whom he or she purchased it within 60 days from the date of purchase for a replacement, exchange, or full refund of the purchase price. No return or refund will be entertained should the product in question be consumed by one third or more. If the retail customer requests a refund, the Distributor who sold the product to the retail customer must immediately refund the retail customer's purchase price. The Distributor, in turn, should complete a Dissatisfied Customer Product Return Form and forward the form to USANA along with the original sales receipt and the returned merchandise. USANA will then replace the returned merchandise with like product.

7.2 PREFERRED CUSTOMERS

USANA offers Preferred Customers a 100%, 60-day money-back guarantee on every product order. No return or refund will be entertained should the product in question be consumed by one third or more. A dissatisfied Preferred Customer should return the product to USANA for replacement, exchange, or full refund.

7.3 DISTRIBUTORS

7.3.1 INITIAL ORDER

If Distributors elect to terminate his or her Distributorship within 60 days after his or her enrolment as a USANA Distributor, USANA will refund 100% of the price of his or her Starter kit and initial product order (less handling and delivery charges), provided the kit and products are returned in resalable condition. Distributors must return the products and the kit to USANA with handling and delivery charges prepaid and with a letter explaining that he or she wish to terminate his or her Distributorship and receive a refund.

7.3.2 ALL OTHER RETURNS

After his or her initial order, Distributors may return to USANA products, including promotional materials and sales aids, purchased within the past 6 months for a refund of 100% of the purchase price (less handling and delivery charges) if the merchandise is in resalable condition. However, USANA reserves the right to cancel a Distributor's Agreement if, in the opinion of USANA, the Distributor returns an unreasonable or excessive amount of products of more than 100SVP. Moreover, USANA may deduct from the amount of the refund

any commissions or bonuses Distributors may have received as a result of the products Distributors are returning. No return or exchange for products not sold in Thailand.

7.3.3 PROCEDURE FOR DISTRIBUTOR RETURNS

To receive a refund, exchange, or replacement on product Distributors have purchased he or she must:

- Return the product with the original confirmation of order to USANA;
- Use proper shipping carton(s) and packaging materials to return the product to USANA. Distributors are responsible for tracing his or her return shipment should that be necessary. Refund will be transferred to the Distributor's credit card account or settled in the form of cheque within four to six weeks after the return procedures are cleared. If Distributors return product from a retail customer, he or she must: Send the product to USANA within 10 days of the customer's return (100 THB Return fee will be charge per transaction). The package must be accompanied by a completed Dissatisfied Consumer Product Return Form, a copy of the original sales receipt, and the unused portion in the original container.
- Only the Distributor who ordered the product from USANA may return it.
- USANA is not liable for items lost in transit.

SECTION 8—DISPUTE RESOLUTION AND VIOLATION OF AGREEMENT

8.1 DISPUTES BETWEEN DISTRIBUTORS

If Distributors have a grievance or complaint about another Distributor's conduct in relation to his or her USANA business, Distributors should attempt to resolve the issue with the advice and assistance of his or her Gold Director. If Distributors cannot resolve the dispute, Distributors should contact USANA and supply all the facts in writing.

8.1.1 COMPLIANCE DEPARTMENT REVIEW

Upon receipt of a written complaint, the USANA Compliance

Department will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved. At its sole election, USANA may place the Distributorship on hold during the investigation. Should USANA place a Distributorship on hold during an investigation and after the investigation is closed the results of the investigation show that the Distributor was not in violation of the Distributor Agreement, USANA will promptly pay the Distributor commissions generated during the time the Distributorship was on hold together with interest at USANA's then current interest rate. The Compliance Department may also issue disciplinary sanctions consistent with the provisions of Section 8.3.

8.2 DISPUTES BETWEEN USANA AND DISTRIBUTORS

The Distributor Agreement is governed by and construed in accordance with the laws of the State of Utah. The parties to the Distributor Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the Utah courts.

8.3 VIOLATION OF AGREEMENT

Violation of any of the terms and conditions of the Distributor Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by a Distributor, may result, at USANA's discretion, in one or more of the following sanctions:

- A verbal or written warning, clarifying the meaning and application of a specific policy or procedure, and advising that a continued breach will result in further sanctions;
- Probation, which may include requiring a Distributor to take remedial action and will include follow-up monitoring by USANA to ensure compliance with the Agreement
- Withdrawal or denial of an award or recognition, or restricting participation in USANA-sponsored events for a specified period of time or until the Distributor satisfies certain specified conditions;
- Suspension of certain privileges of Distributorship, including but not limited to placing a product order, participating in USANA programmes, progressing in the USANA Compensation Plan, or participating as a sponsor, for a specified period of time or until the Distributor satisfies certain specified conditions;
- Withholding commissions or bonuses for a specified period of time or until the Distributor satisfies certain specified conditions;
- Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by USANA and as permitted by law and/or terminating a Distributorship.

SECTION 9—ORDERING METHODS

Distributors can visit USANA's office and place his or her orders in person. Distributors may also place orders by telephone, fax, mail, e-mail, through the Internet, or through the Auto Order Programme. Call Distributor Services for his or her Personal Identification Number (PIN number) to order through the Internet.

- When ordering by phone—be prepared to present all information requested on the Distributor Product Order Form. Payments will be made by direct debit if available or credit card.

- When ordering by fax—print information legibly on the order form and use the white copy to fax. Payments may be made by direct debit (if available) or credit card.
- With each order Distributors must indicate whether the order is for personal consumption or for retail sales.

9.1 AUTO ORDER PROGRAMME

Distributors and Preferred Customers may participate in USANA's Auto Order Programme. The Auto Order Programme is voluntary, and USANA does not require Distributors to participate in the programme as a prerequisite to participating in USANA's marketing plan. To enroll in the Auto Order Programme, simply complete the Distributor Auto Order Agreement and Product Order Form and identify the products Distributors wish to have automatically ordered each 4-week period. USANA will automatically debit his or her credit card or bank account for the amount of the product order plus applicable handling and delivery charges. If Distributors wish to change his or her Auto Order, please contact USANA.

9.2 ORDERING USANA PRODUCTS

Distributors must order your products directly from USANA to receive sales volume credit associated with that purchase.

9.3 BACK-ORDER POLICY

USANA does not backorder out-of-stock items unless they are Auto Order items.

9.4 SHIPPING DISCREPANCIES

Requests for correction of shipping discrepancies should be made within 30 days of shipment. To correct shipping discrepancies, follow the steps outlined on the Distributor Product Exchange or Return Form.

SECTION 10—PAYMENT AND SHIPPING

10.1 METHODS OF PAYMENT

USANA will accept the following methods of payments:

- Credit cards—USANA accepts Visa and MasterCard in Thailand.
- Direct debit—USANA can debit a Distributor or Preferred Customer's bank account for the amount of his or her order.

10.2 AUTO ORDER PROGRAMME

- Once initiated, Distributors' Auto Order will remain in effect until he or she terminate it in writing.
- USANA must receive any changes or terminations in writing by the Friday of the week prior to the order being processed.
- Distributors' participation in the Auto Order Programme is completely optional and does not relieve he or she from compliance with the 70% resale rule for earning commissions.
- USANA Thailand reserves the right to limit Distributor's account activities if Auto Order are uncollected for two (2) Auto Order cycles. Products that are uncollected for four (4) Auto Order cycles will be sent to the latest address in our USANA record.

SECTION 11—DISTRIBUTOR SERVICES

11.1 CHANGES TO DISTRIBUTORSHIP

In general, Distributors must notify USANA in writing of any change to the information in his or her Distributor Application and Agreement.

11.2 ADDITION OF CO-APPLICANTS

If Distributors wish to add a co-applicant to his or her existing Distributorship, Distributors must provide USANA with a written request and a properly completed Distributor Application and Agreement for the co-applicant.

11.3 CHANGE OF ADDRESS OR TELEPHONE NUMBER

Please notify USANA immediately of any change to Distributors' telephone number or street address by completing and submitting the *"Change of Address section"* on the Change to Distributor Account Form. If Distributors are participating in the Autoship Programme, please indicate that fact on his or her Change to Distributor Account Form.

11.4 GENEALOGY REPORTS

Distributor may order genealogy reports by subscribing to The Income Maximizer (depends on your home country) on your Auto Order.

11.5 COMMISSION STATEMENTS

USANA will mail Distributors' commission statements and attach a cheque if he or she has not elected payment by electronic transfer.

11.6 ERRORS OR QUESTIONS

If the information on Distributors' genealogy report is inaccurate or incomplete, Distributors must notify USANA within 30 days of receiving his or her report.

11.7 RESOLVING PROBLEMS

If Distributors have any questions regarding shipments, orders, commissions and bonuses, or the USANA Compensation Plan, please write or call the Distributor Service Department.

SECTION 12—INACTIVITY AND TERMINATION POLICIES

12.1 INACTIVITY

If Distributors do not achieve the Personal Volume requirements specified in the USANA Compensation Plan for any 4-week rolling period, Distributors will not receive a commission for the sales generated through his or her team for that 4-week period.

12.2 TERMINATION BY USANA

USANA may terminate a Distributorship for a violation of the Distributor Agreement. When USANA terminates a Distributorship, it will notify the Distributor by recorded delivery mail at the Distributor's address on file with USANA. Termination is effective on the date on which written notice is mailed via recorded delivery mail to the Distributor's last known address or when the Distributor receives actual notice of termination, whichever occurs first. In the event of termination, the Distributor must immediately cease representing himself or herself as a USANA Distributor.

A Distributor whose Distributorship has been terminated may reapply to become a Distributor 12 months after the date of termination. He or she should write to USANA setting forth the reasons why he or she believes USANA should allow him or her to operate a Distributorship again.

The Distributor may appeal the termination to the USANA Compliance Department. The Distributor's appeal must be in writing and must be received by the company within fifteen (15) calendar days of the date of USANA's cancellation letter. If USANA does not receive the appeal within the fifteen day period, the cancellation will be final. The Distributor must submit all supporting documentation with his or her appeal correspondence. The written appeal will be reviewed by the Compliance Department. If the Distributor files a timely appeal of termination, the Legal Services Department will review and reconsider the termination, consider any other appropriate action, and notify the Distributor in writing of its decision. This decision of the Compliance Department will be final.

12.3 TERMINATION BY THE DISTRIBUTOR

Distributors may terminate your Distributorship at any time and for any reason by notifying USANA in writing that he or she wish to terminate his or her Distributorship Agreement. Distributors are to provide USANA with his or her signature, printed name, address, and appropriate Distributor Number.

12.4 EFFECT OF TERMINATION

Following termination for whatever reason, the Distributor shall have no right, claim, title, or interest in his or her team or any future bonuses and or commissions from the sales generated from it. The former Distributor

- Shall not hold himself or herself out as a USANA Independent Distributor
- Shall not have the right to order or sell USANA products or services
- Must remove any USANA sign from public view; and
- Must discontinue using all sales materials bearing any USANA logo trademark, or service mark.

A Distributor who terminates his or her Distributorship voluntarily will receive commissions and bonuses up to and including the last full calendar week prior to his or her termination. A Distributor whose Agreement is terminated by USANA will also receive commissions and bonuses up to and including the last full calendar week prior to his or her termination unless USANA has withheld commissions and bonuses during an investigation of the Distributor's conduct giving rise to the termination. If such investigation of a Distributor's conduct results in termination of the Distributorship, the Distributor shall not be entitled to recover withheld commissions and bonuses.

SECTION 13—DEFINITIONS

Active Distributor

A Distributor who satisfies the minimum Personal Volume requirements as set forth in the USANA Compensation Plan.

Authorised Country

Any country or territory where USANA is officially open for business.

Commissionable Products

USANA products on which commissions and bonuses are paid. Starter Kits and sales aids are not commissionable products.

Customer

A retail or Preferred Customer

Distributor

An individual who has executed a Distributor Application and Agreement that has been accepted by USANA. A Distributor may also be an end consumer.

Distributor Agreement

The terms and conditions of the Distributor Application and Agreement the USANA Policies and Procedures, and the Compensation Plan.

Team

All those Distributors who have been personally sponsored by a Distributor and all those sponsored by them and so on. Also includes all Preferred Customers personally sponsored by the Distributor.

Four-Week Rolling Period

The four pay periods (four Fridays) after a Distributor places a product order of 100 points or more. If a Distributor places an order on a Friday the Friday on which the order is placed does not count as the first of the four pay periods in the Distributor's volume period.

Example

If a Distributor places his order on Thursday, November 21, 2013 (blue cycle) to remain active, the Distributor must place his/ her next product order no later than Friday, December 20, 2013.

Example

If a Distributor places his order on Friday, November 29, 2013 (yellow cycle) to remain active, the Distributor must place his or her next product order no later than Friday, December 27, 2013.

The maintenance of a Distributor's active status during a volume period is critical to the Distributor's eligibility to earn commissions and bonuses.

Genealogy Report

A report generated by USANA that provides data relating to the identities of Distributors and sales information of each Distributor's team. This report contains proprietary information.

Group Sales Volume

The commissionable volume of USANA products generated by a Distributor's team. Group Sales Volume does not include the Personal Sales Volume of the subject Distributor. (Starter Kits and sales aids have no Sales Volume.)

Personal Sales Volume

The value, in points, of USANA products purchased by a Distributor for retail sales.

Preferred Customer

A person who has opened a Preferred Customer account with USANA. A Preferred Customer may purchase USANA products at preferred prices, but he/she is not authorised to resell USANA products or participate in the USANA Compensation Plan. A Preferred Customer is an end consumer.

Level

The layers of Distributors in a particular Distributor's team. This term refers to the relationship of a Distributor relative to a particular upline Distributor, determined by the number of Distributors between them who are related by sponsorship.

Titled Distributor

A Distributor who has received commission and a title (i.e., Sharer or Believer, for group volume sales.

Resalable

Goods shall be deemed "resalable" if each of the following elements is satisfied

- They are unopened and unused;
- Packaging and labelling has not been altered or damaged;
- The product and packaging are in a condition that permits USANA to sell the merchandise at the full Distributor or Preferred Customer price
- The product is returned to USANA within one year from the date of the original order
- The product expiration date should not elapse within the next three months; and
- The product contains current USANA labelling.

Retail Customer

A person who orders USANA products through a USANA Distributor for consumption. A Retail Customer is an end consumer.

Retail Profit

The difference between the Distributors price of products and the suggested retail price a Distributor receives for products when they are sold to a retail customer.

Sponsor

A Distributor who enrolls a new Distributor or Preferred Customer and is listed as the sponsor on the Distributor Application and Agreement.

In the event that Distributors are reading this information in a language other than the English language, he or she acknowledges and agrees that the English language version hereof shall prevail in case of inconsistency or contraction in interpretation or translation.

BINARY COMPENSATION PLAN

USANA is dedicated to helping you get the most out of life—and this includes giving you the opportunity to create your own engaging, sustainable, and ultimately financially successful USANA business. Our compensation plan reflects this dedication, as it gives every Independent USANA Associate the best opportunity for direct-selling success—a plan that establishes a departure from the traditional multi-level marketing requirements of heavy sponsoring and large group volumes.

The USANA Binary Compensation Plan eliminates many of the pitfalls that plague traditional direct-selling plans. Here are some of the benefits of USANA's unique Binary Compensation Plan:

- By building a team of Associates and developing a strong base of customers, you can begin to realize financial success.
- There is no limit to the depth from which you can earn commissions.
- Commissions are paid weekly.
- Team members are incentivized to help you build a successful team.
- Success among Associates is widespread and evenly distributed; the plan is fair to everyone involved.

AREAS OF INCOME

There are six ways to earn income with the USANA Binary Compensation Plan:

- Retail Sales
- Weekly Commissions
- Lifetime Matching Bonus
- Incentives
- Leadership Bonus
- Elite Bonus

RETAIL SALES

Associates are distributors of USANA products. This means you can purchase products at our special Preferred Price, and when you sell these products to your customers at retail price, you earn an immediate profit. The difference between what you pay for the product and the price at which you sell the product is your retail profit. The importance of selling cannot be overemphasized. It is the best way for you and your new team members to earn immediate income while building a long-term base of satisfied customers for your business. In fact, many of your best Associates will likely come from the ranks of your retail customers.

WEEKLY COMMISSIONS

With USANA's Binary Compensation Plan, you build your business by placing team members on both the left and right side of your organization. Each product has a point value, and the points from product sales will begin to flow up through your business when you and your team members purchase product for personal use and to re-sell to customers. The points accumulated by your team are known as Group Sales Volume, and you'll receive weekly commissions based on where the Group Sales Volume on the left side of your business matches the Group Sales Volume on the right. Unlike other compensation plans, extra volume (up to 5,000 points per side) will rollover into the next commission period.

LIFETIME MATCHING BONUS

You can begin receiving Lifetime Matching Bonus when you and your new team members each reach a certain PaceSetter status within your first eight weeks as an Associate. (To learn more about the PaceSetter program, go to USANAtoday.com, click on "Menu," and then select "PaceSetter Program" from the Recognition column.)

Lifetime Matching Bonus will pay you up to a 15-percent match on the base commissions of your new Associate for the life of his or her USANA business.* And here's the best part—you can receive a bonus for each qualifying Associate you personally sponsor, putting you on the pathway to residual income.

**As long as you are commission qualified and in compliance with the Associate Agreement. Please see official rules on USANAtoday.com.*

INCENTIVES

No matter your rank, you can be rewarded with luxury travel, prizes, and even extra cash when you participate in USANA's generous incentive programs.

LEADERSHIP BONUS

A portion of USANA's total Group Sales Volume is divided among qualifying Associates. This incredible bonus—more than \$14 million in 2012—is typically paid weekly to leaders who have reached a certain rank, continue to sponsor new Associates, and have built large businesses. Your portion of this bonus depends on your rank, the size of your business, and the volume your business generates over a specific period of time.

ELITE BONUS

Every three months, over \$1 million US is divided among USANA's top 40 income earners.* The Elite Bonus is a percentage of USANA's total Group Sales Volume for the quarter, distributed among five different tiers of qualifying Associates, and is a powerful way to increase your earnings potential.

**Actual payout amounts vary each quarter*

BEFORE YOU BEGIN

Before you begin building a business, you'll need to fill out the proper paperwork. First, complete and sign an Associate Application and Agreement form. Then, submit the original to USANA's Data Processing office with appropriate payment for a Business Development System (BDS). You may also submit this information electronically through Online Enrollment. Once we've received and processed your application, you may begin building a USANA business by sponsoring other people as Associates or Preferred Customers. USANA Associates may immediately begin purchasing products at Preferred Pricing for their personal consumption and have the added benefit of being allowed to resell products purchased at Preferred Pricing for a retail profit.

GETTING STARTED

When you purchase products—both for your personal use and to re-sell to retail customers—you'll begin to accumulate points from each product.

You'll need to generate a certain number of points each month to keep your business active—this is Personal Sales Volume.

But don't worry, you're not alone. USANA's Binary Compensation Plan is built to help you succeed, and it centers around teamwork. The points your team members accumulate individually are pooled together into Group Sales Volume. It's your Group Sales Volume—the amount of points your team accumulates together—that determine the size of your commissions.

STEP 1: OPEN YOUR BUSINESS CENTER(S)

The Binary Compensation plan is centered around Business Centers. A Business Center is the hub of your business-building activity, through which your product purchases, volume, and sales accumulate; it's similar to opening a store for your business. To begin, you can choose to build your team around one or three Business Centers, based on whether you'd like to start a small business or a large business—it's up to you.

OPENING ONE BUSINESS CENTER

To open one Business Center and begin earning commissions, you'll need to generate 200 points in Personal Sales Volume. You can generate the required volume through a single order for your personal use and/or for your customers, or it can be accumulated through many orders—just remember, your Business Center won't open until you generate enough Personal Sales Volume. The name of your first Business Center is BC1.

OPENING THREE BUSINESS CENTERS

To open three Business Centers (BC1, BC2, and BC3), you must generate 400 points in Personal Sales Volume within your first six Fridays as a new Associate. Failure to generate the required volume will result in the loss of your second and third Business Centers (BC2, BC3). If your initial product purchase is equal to at least 400 points, your order will be automatically distributed among the three Business Centers, with 200 points in Personal Sales Volume placed in Business Center 1, 100 points placed in Business Center 2, and 100 points placed in Business Center 3. This means you will immediately begin with 100 points in both the left and right sides of Business Center 1, so you'll already be that much closer to getting your first commission check. This is one of the benefits of opening three Business Centers.

STEP 2

SIGN UP FOR AUTO ORDER

Before you sell USANA's top-rated products, you really should use them yourself. And although this step isn't required, it's important to become a product of the product—there's no easier way to do that than by setting up an Auto Order.

Available to Associates and Preferred Customers, an Auto Order is a reoccurring shipment sent directly to you on a regular basis. The products you order, and the frequency with which they ship, are all up to you. It's the perfect way to keep on top of your product supplies and will help you maintain consistency in your own daily product regimen, and it can also help increase your earnings potential by ensuring you have a minimal inventory

from which to re-sell to your retail customers. Best of all, you will receive an additional 10 percent off the already reduced Preferred Price on qualifying products purchased through Auto Order.

To take advantage of this program, simply complete an Auto Order form or fill out an order on USANAtoday.com and specify the products and sales tools you would like to automatically receive every four weeks. We'll make sure your order is filled and shipped directly to your home or place of business. Place your Auto Order today!

Please note: You must cancel your participation in the Auto Order program if you do not sell or personally consume at least 70 percent of your purchased products.

STEP 3

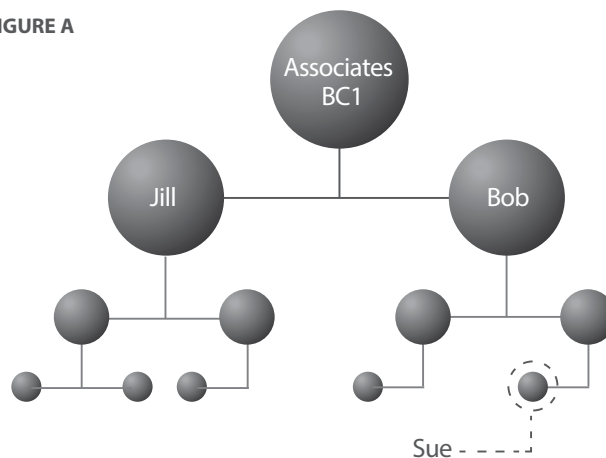
BEGIN TO BUILD

Whether you decide to open one Business Center or three Business Centers, the most important step is to get started.

BUILDING WITH ONE BUSINESS CENTER

You can start building your business by finding new customers. You'll also need to sponsor two new Associates to join your organization (for example, Jill and Bob in Figure A). These new team members will form the left and right sides of your Business Center, and as the three of you find new customers and sponsor new team members, your Business Center will begin to grow.

FIGURE A



For example, suppose you sponsored a third new Associate named Sue. You must place Sue in an open position somewhere in your organization, so you place her on the right side of your Business Center under Bob. Not only will you benefit from the volume Sue generates as she builds her own business, but Bob will benefit from her efforts as well. The cooperative structure of USANA's unique Binary Compensation Plan allows you and your team members to build successful businesses by working together.

HOW DO I ADD A NEW TEAM MEMBER TO MY ORGANIZATION?

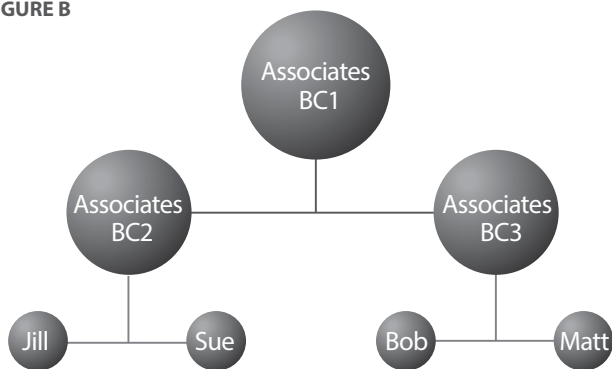
Placement must be identified on the Associate Application and Agreement, so you will need to work with your new team member as he or she fills out this form. If you are the sponsor, then be sure to record your own Associate number in the section titled ***"Your Sponsor Information."*** Next to this section is ***"Your Placement Information,"*** where you will indicate the Associate number of the person your new team member will be placed directly under. You will also need to indicate the Business Center and side where you will be placing your new Associate. For example, if you were sponsoring Sue Smith—your new Associate—and placing her directly under you on the right side of your Business Center 1, then under ***"Your Placement Information"*** you would write down your Associate number, BC1 (or 001) in the Business Center field, and then check the box that says ***"Right Side."***

Note: Be absolutely certain to fill out the placement information correctly. The Home Office cannot change the placement of new team members once they have been entered into the system.

BUILDING WITH THREE BUSINESS CENTERS

Beginning a USANA business with three Business Centers is essentially the same as beginning with one, only now you have two Business Centers in which to place new team members (see Figure B).

FIGURE B



Once you have opened all three of your Business Centers, you may begin building BC2 and BC3 in the same way you would build BC1 had you started with just one Business Center. You can place four new team members in the open positions directly below your second and third Business Centers, and you can also continue to generate volume through personal sales. The advantage of having three Business Centers is that you will build your team under two Business Centers, but get paid on three. In other words, you will build your business by adding new team members to BC2 and BC3, but you will receive commissions based on all three of your Business Centers as the Group Sales Volume from BC2 and BC3 roll up to BC1. Confused? Keep reading. It'll make sense in a minute.

EARNING COMMISSIONS FROM YOUR BUSINESS CENTER(S)

As your organization begins to grow, Group Sales Volume will accumulate. Group Sales Volume is a collection of the Personal Sales Volume points you and your team members earn individually in a single Business Center. (Note: Group Sales Volume doesn't include Personal Sales Volume from your BC1. These points are required on a monthly basis to keep all of your Business Centers active, and while they count toward your sponsor's Group Sales Volume, these points do not count toward your own. However, in the case of three Business Centers, Personal Sales Volume points from your BC2 and BC3 will roll up to your BC1 to count toward your BC1 Group Sales Volume.) Once everyone's Personal Sales Volume points are pooled together into Group Sales Volume, you will begin to earn commissions.

Note: To receive commissions from Group Sales Volume, you must be an active USANA Associate generating sales totaling 100 points in Personal Sales Volume in your BC1 every four-week rolling cycle (or 200 points to receive commissions from multiple Business Centers), and each side of your Business Center(s) must generate a cumulative minimum of Group Sales Volume points. You must also meet the sales requirements stipulated in your Associate Agreement.

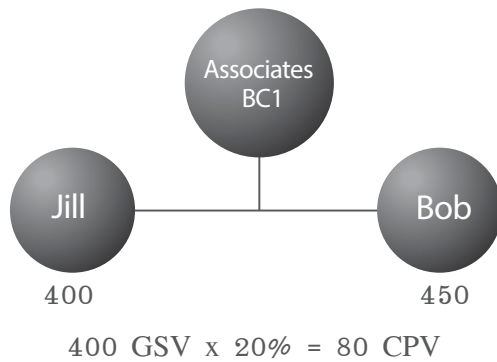
USANA's Binary Compensation Plan is all about symmetry and teamwork, which means it's important that the volume on the left side of your Business Center comes as close as possible to matching the volume on the right side of your Business Center. The side of your Business Center generating fewer points in Group Sales Volume is called your small side, which means it's the side of your business that needs to be built in order to help the two sides match. Either side of a Business Center can be your small side, and they can switch back and forth as you build your business.

CALCULATING COMMISSIONS

Commissions are awarded in Commission Volume Points, which are converted to your local currency. To calculate your commissions, simply find where the Group Sales Volume on the left side of your Business Center matches the Group Sales Volume on the right side, and multiply it by 20 percent (or 0.2). Or in other words, take the Group Sales Volume on your small side and multiply it by 20 percent. To receive a commission check, each side of your Business Center must reach a minimum of 125 points in Group Sales Volume. When you do, you'll earn 25 Commission Volume Points, which will be converted to your local currency and paid to you!

Let's look at an example: Suppose you chose to build a business with one Business Center (see Figure C). In a single week, the left side of your Business Center accumulated sales that total 400 Group Sales Volume points, and the right side had 450. First, we have to make sure you've reached a minimum of 125 Group Sales Volume on each side. Since you have, we can calculate your commissions by multiplying the Group Sales Volume on your small side by 20 percent. In this case, your small side is your left side. $400 \text{ Group Sales Volume Points} \times 20\% (0.2) = 80 \text{ Commission Volume Points}$. This will be converted into your country's currency and paid to you.

FIGURE C



Remember, in calculating commissions we don't count levels, we only count point volume. For example, if Jill and everyone under her generated 2,100 points in Group Sales Volume (left side) and Bob and everyone under him generated 2,100 points in Group Sales Volume (right side) during a single week, you would earn 420 Commission Volume Points, regardless of the level in your organization at which this volume occurred. If your goal is to earn 1,000 Commission Volume Points a week, you will need to build a Business Center where both the left and right sides generate 5,000 points per week in Group Sales Volume.

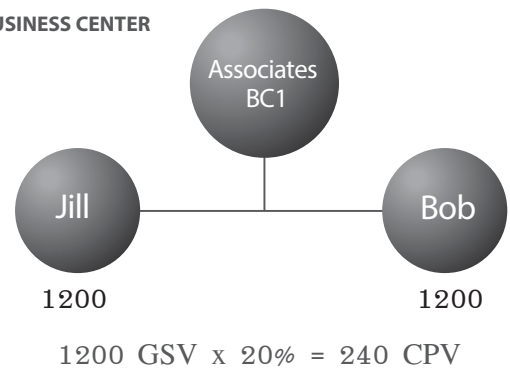
At USANA, commissions are calculated and paid weekly, so you are rewarded for your success almost immediately. In most direct-selling plans, commissions are calculated monthly and usually not paid until the latter part of the following month. This means people often wait almost two months to be paid for volume generated in the first part of each month. This single feature of the USANA Binary Compensation Plan will do wonders to keep your team members motivated and working toward continued success.

INCOME COMPARISON: ONE BUSINESS CENTER VS. THREE BUSINESS CENTERS

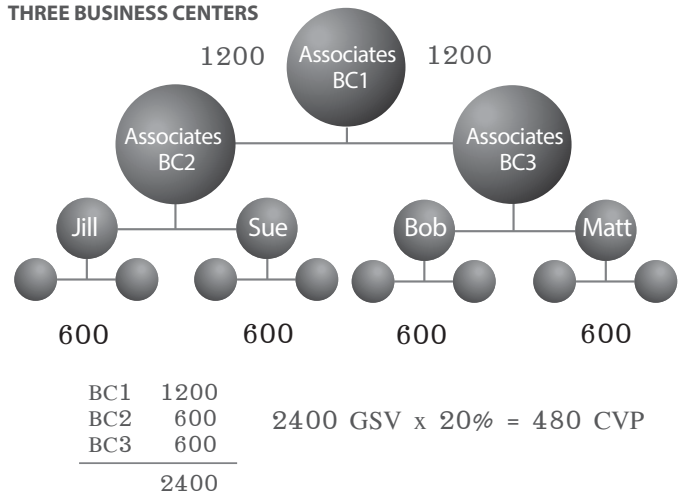
Assume that each Business Center (including your own) in Figure D is active and commission qualified for the current week. In the top example of Figure D, you have one Business Center. You and your team members have worked together and generated 1,200 points in Group Sales Volume on both the left and right sides of your Business Center. Since both sides match, commissions will be calculated by multiplying 1,200 points by 20 percent: this equals 240 Commission Volume Points, which will be converted into your country's currency and paid to you.

FIGURE D

ONE BUSINESS CENTER



THREE BUSINESS CENTERS



To find your total weekly commissions with three Business Centers (bottom example of Figure D), simply add the Group Sales Volume from each Business Center and then multiply the total by 20 percent. In this example, your second and third Business Centers (BC2, BC3) each have 600 points in Group Sales Volume on the left side and 600 points on the right. Because the points on both sides of BC2 match, there isn't really a small side—we'll take 600 points and add it to our column on the right. We'll follow the same steps for BC3, which means we'll add another 600 points in Group Sales Volume to the column on the right. But we're not done—now we need to include the volume for your first Business Center as well. Because BC2 and BC3 are located under your BC1, the total group volume from your second and third Business Centers roll up into your first. This is what makes building with three Business Centers so powerful—you're essentially getting paid twice.

Remember, the total Group Sales Volume on the left side of your first Business Center includes all of the group volume from BC2 (a total of 1,200 points). The group volume on the right side (flowing up through BC3) also has 1,200 points. Since both sides of BC1 match, we can simply take 1,200 points and add it to the column on the right as well.

Now, we add the Group Sales Volume points from each Business Center and multiply the total number by 20 percent —this comes to a total of 480 Commission Volume Points for the week. Compare this to the 240 CVP you would get for having the same group volume with only one Business Center, and you can easily see the difference.

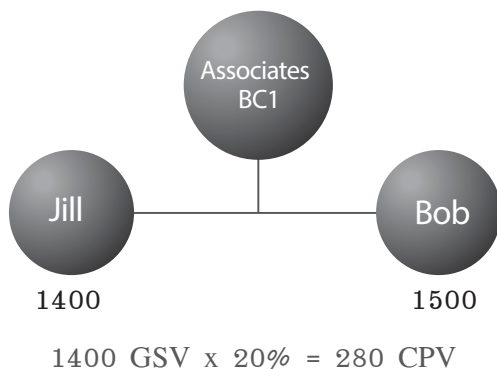
ROLLOVER VOLUME

The Group Sales Volume on the left and right sides of your Business Centers aren't always going to match, but that's okay. Any extra Group Sales Volume (up to 5,000 points on each side) will rollover into the next commission period.

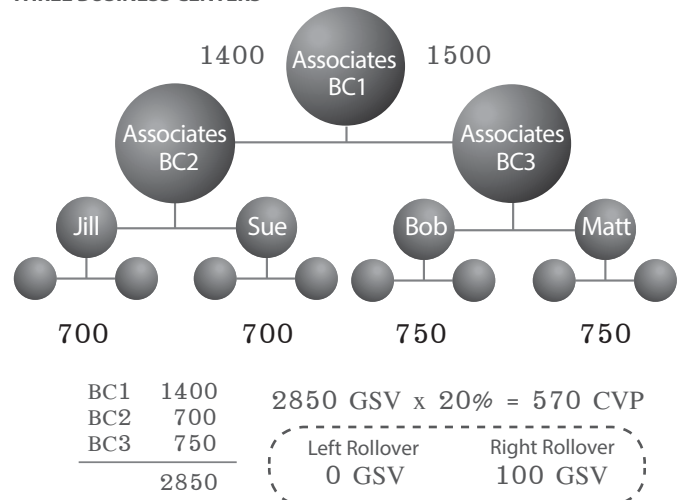
Assume that each Business Center (including your own) in Figure E is active and commission qualified for the current week. In the top example of Figure E, you have one Business Center. You and your team have generated a total of 1,400 Group Sales Volume points on the left side, and 1,500 Group Sales Volume points on the right. The left side is currently your small side and you will be paid commissions for the volume on that side. This means you will be paid for 1,400 points on each side, which equals 280 Commission Volume Points ($1,400 \times 20\% = 280$). Since you received commissions for all of the points on your left side, that side will carry 0 rollover points in the next commission period. But there are still 100 points remaining on the right side of your Business Center, which will rollover into the next commission period (and each subsequent commission period, until those points are matched with at least 125 points from the left side).

FIGURE E

ONE BUSINESS CENTER



THREE BUSINESS CENTERS



In the bottom example of Figure E, the left and right sides of BC2 match at 700 Group Sales Volume points, and the left and right sides of BC3 match at 750. Group volume from both Business Centers roll up to BC1, but the volume on each side of that Business Center doesn't match. The small side of BC1 is on the left with 1,400 points, so that's the number we'll add to our Group Sales Volume column. Now we can add all of the group volume and then multiply the total by 20 percent, which equals 570 Commission Volume Points. In this situation, the left side of BC1 would have 0 points rollover into the next commission period, while 100 points would rollover on the right.

KEEPING YOUR BUSINESS CENTER(S) ACTIVE

To receive commissions in the USANA Binary Compensation Plan, you must keep your Business Center(s) active by achieving a minimum Personal Sales Volume requirement. To keep one Business Center active, you must achieve at least 100 points in Personal Sales Volume during each four-week rolling period. To keep two or more Business Centers active, you must achieve at least 200 Personal Sales Volume points during each four-week rolling period.

IMPORTANT: If you begin your business with three Business Centers, you are not required to achieve 200 points in Personal Sales Volume from the very beginning. Even though you have three Business Centers, you may choose to concentrate on building BC1 early on. Therefore, you can qualify for commissions from this Business Center with 100 points in Personal Sales Volume. As soon as you want to start qualifying for commissions on your second and third Business Centers, you can do so by upgrading your Personal Sales Volume to 200 points for each four-week rolling period. Understand, however, that volume in your second and third Business Centers will not begin to accumulate until you have qualified to receive commissions on three centers with 200 points in Personal Sales Volume.

It is also important to understand that your first 200 points in Personal Sales Volume during any given four-week rolling period will be placed in your first Business Center (BC1). If, at any time, you allow your Business Center(s) to become inactive, all volume within each of your Business Centers will be erased, and the volume will begin at 0 points when the Business Centers are reactivated. Remember that your sales requirements must be met at all times in order to qualify for commissions.

FOUR-WEEK ROLLING PERIOD

A four-week rolling period equals four pay periods (four Fridays) after you place a product order of 100 points or more.

AUTO ORDERS: SAVE MONEY, SAVE TIME

Find convenience and ease of mind by purchasing product through Auto Orders. In addition, Auto Orders qualify for 10 percent off the Preferred Price, so you'll save money and potentially increase your retail profits. To receive the additional savings, you'll need to set up an Auto Order in advance and allow it to process automatically as a weekend-processed order. In addition, only products that generate points qualify for the discount—products like logo merchandise or sales tools generate point values (or volume) of zero, which means they do not qualify for Auto Order savings.

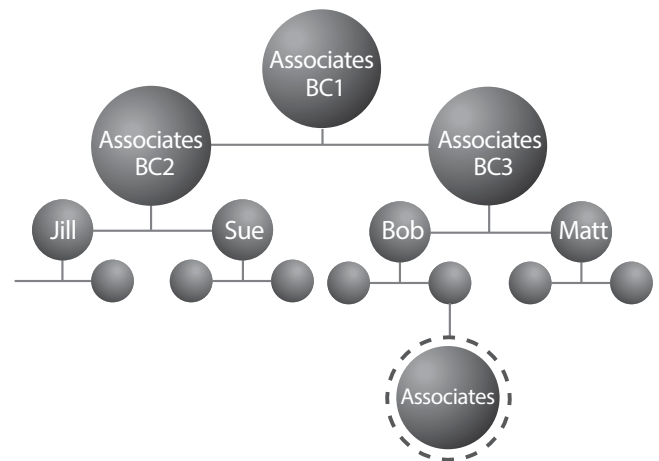
PREFERRED CUSTOMERS

Another way to accumulate Group Sales Volume is by adding Preferred Customers to the left and right sides of your Business Centers. Preferred Customers are able to order products at our Preferred Pricing (and even qualify for additional savings by ordering products through Auto Order), but they do not earn commissions. Although you do not earn retail commissions from Preferred Customers, their orders do earn you points, which are added to your total Group Sales Volume for the Business Center in which they have been placed.

OPEN ADDITIONAL BUSINESS CENTERS

When you maximize a Business Center (by generating 5,000 points in Group Sales Volume on both the left and right sides of the Business Center), you will be issued an electronic Additional Business Center Certificate. You can receive a total of up to two certificates to open Additional Business Centers for each existing Business Center you have maxed. With this certificate, you may open a new Business Center at the bottom of your organization. This allows you to help others in your team by being involved at a deeper level. Once you establish where you want to open your Additional Business Center (see Figure F), the next step is to send a written request to Distributor Services with information about where you would like the new Business Center to be placed. Your written request must be attached to a product order form. Additional Business Center Certificates will not expire. Your first two Additional Business Centers may be placed at the bottom of any side in your organization, however, future Additional Business Centers must be placed at least 10 active Associates' BC1 Business Centers away from any of your previously existing Business Centers.

FIGURE E



For purposes of placing Additional Business Centers, an active Associate is defined as an Associate that is qualified to earn commissions. You can then activate the new Business Center by generating 200 points in Personal Sales Volume, as indicated in Step 1 (this must be in addition to the 100 or 200 Personal Sales Volume points required to keep your existing Business Centers active during the four-week rolling period). Once you have opened your new Business Center, you can keep it and all other Business Centers active during each four-week rolling period by generating 200 points in Personal Sales Volume. Regardless of the number of Business Centers you have, your personal volume requirement will never exceed 200 points. Once you open a new Business Center, you may begin building a team under it. When you have achieved 5,000 Group Sales Volume points on each side of your new Business Center in a single commission period, you will receive a new Additional Business Center Certificate to open yet another Business Center. Because you can receive up to two Additional Business Center Certificates for each of your original Business Centers, as well as two Additional Business Center Certificates for each new Business Center, there truly is no limit to the number of Business Centers you can have in your organization. Because sales in each new Business Center will generate commissions not only for itself, but also for all the Business Centers you may have above it in your organization, developing new Business Centers will strengthen your entire team.


MOVING AN ADDITIONAL BUSINESS CENTER

Once an Additional Business Center has been placed, it may not normally be moved. However, USANA reserves the right to allow placement changes as long as the new Business Center has had no activity (either Group Sales Volume or Personal Sales Volume) within the last six months and all other rules for the placement of a Business Center are followed. Any such request must be in writing and can only be approved by the Compliance Committee.

THE PACESETTER PROGRAMME

THE PACESETTER PROGRAMME

The PaceSetter programme rewards you for making a fast start, and allows you to maximize your potential Matching Bonus earnings. Your status is determined by the number of Distributors you sponsor, the Sales Volume Points (SVP) they generate, and how soon you complete the task.

	Sponsor 4 who generate 1,600 SVP	Sponsor 2 who generate 800 SVP
With in 8 weeks	PREMIER PLATINUM PACESETTER	PREMIER PACESETTER
With in 16 weeks	ANNUAL PLATINUM PACESETTER	ANNUAL PACESETTER

LIFETIME MATCHING BONUS FROM PACESETTER PROGRAMME

YOUR STATUS	YOUR DISTRIBUTOR STATUS	
	PREMIER PLATINUM PACESETTER	PREMIER PACESETTER
PREMIER PACESETTER	15%	10%
PACESETTER	10%	5%
DISTRIBUTOR	5%	2.5%

QUALIFYING AS PREMIER PLATINUM PACESETTER

- Within eight weeks of your enrollment, generate 1,600 SVP from four or more Distributors you sponsor.

QUALIFYING AS PREMIER PACESETTER

- Within eight weeks of your enrollment, generate 800 SVP from two or more Distributors you sponsor.

QUALIFYING FOR ANNUAL STATUS

You can still enjoy the same Matching Bonus benefits-if you miss the Premier status-by meeting the requirements in 16 weeks instead of eight. The **“annual”** status means that every year on your enrollment anniversary, you are given eight weeks to renew the status for another year. Premier status offer lifetime benefits.

LEADERSHIP ADVANCEMENT

Sharer	50 CVP for one week
Believer	100 CVP for one week
Builder	200 CVP for one week
Achiever	400 CVP for one week
Director	600 CVP for one week
Bronze Director	800 CVP for one week
Silver Director	1,000 CVP for one week
Gold Director	1,000 CVP for four consecutive weeks
Ruby Director	2,000 CVP for four consecutive weeks
Emerald Director	3,000 CVP for four consecutive weeks
Diamond Director	4,000 CVP for four consecutive weeks
1 Star Diamond Director	5,000 CVP for four consecutive weeks
2 Star Diamond Director	6,000 CVP for four consecutive weeks
3 Star Diamond Director	7,000 CVP for four consecutive weeks
4 Star Diamond Director	8,000 CVP for four consecutive weeks
5 Star Diamond Director	9,000 CVP for four consecutive weeks
6 Star Diamond Director	10,000 CVP for four consecutive weeks
7 Star Diamond Director	11,000 CVP for four consecutive weeks
8 Star Diamond Director	12,000 CVP for four consecutive weeks
9 Star Diamond Director	13,000 CVP for four consecutive weeks
10 Star Diamond Director	14,000 CVP for four consecutive weeks

Rev. 15 December 2016

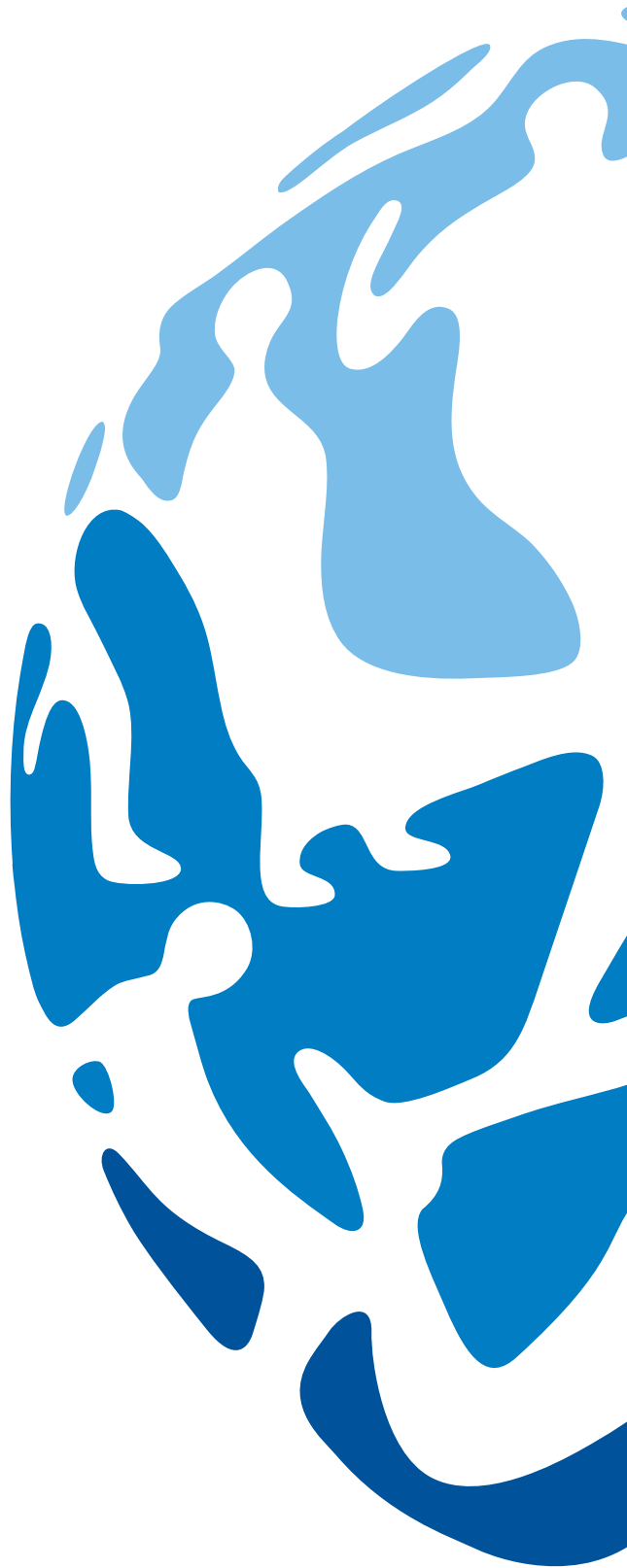


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