



USANA Australia Pty. Ltd.  
 9 Columbia Way Baulkham Hills  
 NSW 2153 Australia  
 ACN 077 828 230  
 ABN 92 077 828 230  
 1800-670-126 Order Line  
 1800-670-127 Fax Line  
 (61-2) 9842-4600 Associate Services  
 www.unitoday.com Online Ordering

# Australia Associate Application and International Sponsor Agreement

**Tell us about you!**

Mr / Mrs / Ms / Dr / Miss

Name (surname, first, middle) (Note: If doing business under an Assumed Name, Corporation, or Partnership, also submit form #9581)

Co-Applicant (surname, first, middle) (Optional)

Mailing Address

City State Post Code

ABN Number \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (If GST registered please contact Associate Services)

Day Phone

Evening Phone

Fax Number

e-mail

Language Pref.

English

Cantonese

Mandarin

## Your Sponsor Information

Chua Hwee Eng

Name (surname, first, middle)

2 3 5 7 4 9 3

Associate Number

0 6 5 9 1 0 0 5 6 7 8

Phone Number

## Your Placement Information

Foo Lim Lian

Name of the person whom the applicant will be placed under (surname, first, middle)

2 8 7 5 9 0 1

Associate Number

0 0 1 LEFT

Business Centre

Left Side  
 Right Side  
 V  
 CHECK ONE

Check One

## Getting Started Enrol and Pay On-Line to save \$3 on handling

**Business Development System (\$85.00\*)**  
 (all Associates must purchase a BDS or EBDS)

**Activate 1 Business Centre**  
 (Please attach product order form)

**International Sponsor \$33.00\***

**EBDS (\$39.00)**

**Activate 3 Business Centres**  
 (Please attach product order form)

**# 12690 3 Business-Builder Pack**  
 500pts. \$1438.90 \$1295.00  
 (No partial returns or exchanges excepted on this pack)

Please enclose two (2) forms of identification to confirm your Australian Residency. Refer to the next page of this application for details on acceptable forms of identification.

## Save 10% with Autoship-Your Subscription to Health

Please enrol me in the USANA Autoship Program. I understand I will receive my designated order every 4 weeks after my initial order.

Item #	Qty.	Product name	SV	Autoship

50500 - Online Business Service \$29.00

Signature: \_\_\_\_\_

<b>Total</b>
\$
Autoship Total
\$
S&H \$12.00*
\$
<b>Grand Total</b>

## How will you pay?

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

Bank Cheque/M.O.# (Not available for Autoship)  VISA  MasterCard  Bankcard  Amex  Diners  Autopay (not available on initial orders) (Please complete and attach Autopay form along with proof of bank account details)

Card Number \_\_\_\_\_ Expires \_\_\_\_\_  
 Cardholder Name \_\_\_\_\_ Signature \_\_\_\_\_

Thereby authorise USANA Australia Pty. Ltd., Inc. to receive payment via my credit card for the cost of my Starter Kit and initial product orders as well as any and all of my future product orders. USANA is authorised to withdraw payment equal only to the amount of the products that I order, plus shipping and handling, or for the amount of the Autoship order I have established (plus additional amounts for substituted products if my regular products are unavailable), shipping and handling. In the event a cheque or charge is dishonoured for any reason, then I agree to pay a \$33.00 service fee. I authorise USANA Australia Pty. Ltd to charge the account listed in this agreement a total of \$33.00 on an annual basis for the purpose of automatically renewing my Associate Agreement. This amount shall be charged on the anniversary month of my application.

## Signature

By signing below I acknowledge that I have read and agree to the Terms and Conditions on the front and back of this agreement

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

\*All prices quoted are GST inclusive.



New Associate Number

Form 72107 rev03/04

## SHIPPING & HANDLING

All orders regardless of size are subject to a Shipping Charge of \$9.00 plus a Handling Charge of \$3.00. Orders collected from the office are subject only to the \$3.00 Handling Charge.

## AGREEMENT

AGREEMENT between the above-named Associate (the Associate) and USANA Australia Pty Ltd (USANA):

- The Associate is appointed as an independent distributor to commence 21 days from the date of this agreement. The Associate will obtain orders from customers for the products of USANA.
- The term of this Agreement is one year. USANA may renew this Agreement on the anniversary of the commencement date by debiting the Associate's account with the amount of the annual renewal fee determined by USANA from time to time, unless terminated.
- USANA will pay or allow the Associate the commissions and other benefits set out in USANA's Cellular Compensation Plan (the Plan) as amended from time to time.
- The Associate will send to USANA with each order taken (or within such period as USANA allows) a cheque, money order or other approved payment for the products.
- The Associate will comply with policies and procedures set out in USANA's Policies and Procedures Manual and with the terms of the Plan, as amended by USANA from time to time. The Associate acknowledges receipt of the Policies and Procedures Manual and the Plan.
- The Associate is an independent contractor and not an employee or agent of USANA for any purpose. The Associate will not hold himself out to be otherwise. USANA shall not be responsible for any sick leave, PAYE taxation or similar matters, and accepts no responsibility for workers' compensation insurance or other insurance or any superannuation in respect of the Associate.
- The Associate will bear all costs and expenses incurred in connection with his activities. The Associate indemnifies and keeps USANA indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way connected with his activities, except in so far as they relate to the inherent quality of USANA's products for which USANA is responsible.
- The Associate is not obliged to perform work of any nature.
- The Associate may engage such other persons to assist him as he shall from time to time think fit provided that in selecting such persons he shall ensure they are of a character and appearance which will not cause USANA's reputation to suffer.
- There are no restrictions placed upon the Associate as to territory within Australia.
- The Associate may terminate this Agreement at any time by written notice to USANA at its Head Office.
- If the Associate does anything which is contrary to USANA's best interests, USANA may terminate this Agreement with immediate effect by notice in writing to the Associate at his address last known to USANA.
- If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it will not affect the remaining provisions, which will continue in full force and effect.
- USANA may vary this Agreement, including any aspect of the Plan or the Policies and Procedures Manual by notifying the Associate in writing at their last known address.
- This document incorporating the Plan and USANA's Policies and Procedures constitutes the entire Agreement between USANA and the Associate and supersedes any other representations or warranties made or given by USANA or any of its representatives to the Associate.
- This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any legal proceedings brought by either party against the other shall be instituted in Sydney, New South Wales.
- In the interpretation of this Agreement the masculine gender shall include the feminine gender and vice versa.
- Any sale or assignment by the Associate of this Agreement must be approved in writing by USANA. Successors in interest or assigns must comply with all of the provisions of this Agreement.
- USANA's failure to exercise any of its rights under this Agreement, or to insist on strict compliance with the Policies and Procedures Manual or the Plan, does not constitute a waiver by USANA. Waiver of any part of this Agreement or any provision of the Policies and Procedures Manual or the Plan must be in writing and signed by an Authorised Officer of USANA.
- This Agreement is not effective until accepted by USANA, as evidenced by USANA's acceptance of the Associate's first product order.
- USANA reserves the right to accept or reject any application to become an Associate for any reason in its sole discretion and in no case shall USANA be required to give any reason for its refusal.

## INTERNATIONAL SPONSOR AGREEMENT

AGREEMENT between the above named applicant (the Distributor) and USANA Health Sciences Inc. (USANA) effective under the terms and conditions below:

- I certify that I am not a minor in the country in which I was appointed an independent Distributor for USANA, and can enter into this contract. I also certify that I am not a minor in the Authorised Countries in which I intend to operate my independent USANA business.
- I understand that upon acceptance of this application by USANA and its receipt of my application fee, I am authorised as an International Sponsor and granted the right to sponsor Distributors in Authorised Countries.
- I accept sole responsibility to lawfully conduct my independent USANA business within an Authorised Country. I agree to comply with all applicable laws, regulations and requirements of the Authorised Country in which I intend to sponsor Distributors and conduct and promote my business. I will not sponsor Distributors or conduct or promote my business in an Authorised Country until I have complied with said laws, regulations and requirements.
- I will not directly or through third parties import any USANA product into an Authorised Country which has not been authorised for sale in that country.
- I agree to abide by the terms and conditions of the Distributor Application and Agreement (the Distributor Agreement) which is incorporated herein by reference, and the requirements of this Agreement as they may be amended from time to time in writing by USANA with respect to operating my business in an Authorised Country.
- USANA reserves the right to immediately terminate this Agreement if it determines that I have breached any terms and conditions of my Distributor Agreement or this Agreement, or if USANA determines in its absolute discretion that my acts or omissions under the Distributor Agreement or this Agreement could be contrary to USANA's best interests. No failure or delay by USANA in exercising its right to terminate conferred by this Agreement shall operate as a waiver of that right.
- I release and forever discharge USANA and all companies and persons associated with USANA including its officers, directors, agents, advisors and employees from all actions, proceedings, claims, demand and expenses arising from or in any way relating to:
  - my acts or omissions under this Agreement (except such as relate to the inherent quality of USANA's products for which USANA is responsible); or
  - any loss or damage suffered by me or by third parties as a consequence of USANA terminating this Agreement.
- I agree to indemnify and hold indemnified USANA, and all companies and persons associated with USANA including its officers, directors, agents, advisors and employees, in respect of any action, proceeding, claim, demand or expense that may be suffered or incurred by USANA or any companies or any persons associated with USANA as a result of or relating to:
  - my acts or omissions under this Agreement (except such as relate to the inherent quality of USANA's products for which USANA is responsible); or
  - any loss or damage suffered by me or by third parties as a consequence of USANA terminating this Agreement.
- I may not transfer or assign any right granted by this Agreement to any person or entity without prior written permission from USANA. I may delegate my duties and responsibilities as an International Sponsor to other persons, but I remain ultimately responsible for complying with the Distributor Agreement and this Agreement.
- This Agreement shall be governed by the laws of Utah in the United States of America and any legal proceedings by either party against the other shall be instituted in the appropriate Court in Salt Lake City, Utah.

Please enclose one document from each checklist to confirm your Australian residency. (please do not send originals - photocopies will be accepted)

For more information on other documents accepted by USANA, please call USANA Support Services on 1800 670 126 or e-mail [distservanz@usana.com](mailto:distservanz@usana.com)

### List 1. (please choose one)

- Australian Passport
- International Passport with Australian Citizenship or Australian residency visa
- Australian Drivers Licence
- Medicare Card
- Other (please specify)

### List 2. (please choose one)

- Utility Bill displaying current address (for example rates, electricity, phone)
- Bank Account statement displaying current address
- Other (please specify)