



# Malaysia Distributor Application and International Sponsor Agreement

UHS Essential Health (Malaysia) Sdn. Bhd  
M.01 & M.02, Menara Axis  
No. 2, Jalan 51A / 223  
46100 Petaling Jaya, Selangor Darul Ehsan  
Distributor Service : 03-7953 8028  
Fax Order Line: 03-7953 8100  
Distributor E-Mail: distservmy@usana.com

## Tell us about you!

Name (last, first, middle) or Company Name

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

Mailing Address

Postal Code

E-mail

Applicant's NRIC/ Passport No.

Co-Applicant's NRIC No./ Passport No.

Business or Company Reg. No.

Daytime Phone

Evening Phone

Mobile Phone

## Your Sponsor Information

Name (last, first, middle)

Distributor Number

## Your Placement Information

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

Distributor Number

Business Centre

LINKAGE

Circle One Only

## Getting Started / Your First Order

**Starter Kit** RM99.00 (All distributors must purchase a Starter Kit)

Preferred Language (Please tick one only):  English  Bahasa Malaysia

**Activate 1 Business Centre**  **Activate 3 Business Centres**

Item #	Qty.	Product name	SV	Price (RM)

For this first order, do you want to:

Pick it up from our Petaling Jaya office

Have it delivered to you  
(Delivery fee on back)

Total
RM
RM
RM
Order Total
RM
Delivery
RM
Grand Total

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

Please enroll me in the Autoship Programme. I understand that I will receive my designated order every 4 weeks after my initial order.

Initial Here: \_\_\_\_\_

Item #	Qty.	Product name	SV	Price (RM)

For your subsequent orders starting 4 weeks from now, do you want to:

Pick them up from our Petaling Jaya office

Have them delivered to you  
(Delivery fee on back)

Total
RM
Autoship Total
RM
Delivery
RM
Grand Total

## How will you pay?

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

### Regular Payment

Direct Debit  
(Please submit Authorisation Form)

VISA

MasterCard

Card Number

Expires (MM/YY)

Cardholder Name

I hereby authorise UHS Essential Health (Malaysia) Sdn. Bhd. to receive payment via my Direct Debit/credit card for the cost of my Starter Kit and initial product order as well as any and all of my future product orders. UHS is authorised to withdraw payment equal only to the amount of the products that I order, plus delivery and handling charges; or for the amount of the Autoship order I have established (plus additional amounts for substituted products if my regular products are unavailable) and delivery and handling charges. I authorise UHS Essential Health (Malaysia) Sdn. Bhd. to charge the account listed in this agreement a total of RM75 on an annual basis for the purpose of automatically renewing my Distributor Agreement. This amount shall be charged on the anniversary date of my application.

## Where will your commission go?

Tell us your bank account so we can pay you commission. The account must be in the name of the main applicant.

Your Name (as it appears in your bank account)

Bank Name

Bank Branch

Bank Code

Account No.

## 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

## **DELIVERY CHARGES**

For orders totaling RM1,000 or below, USANA charges RM 10.00 per delivery. For orders more than RM1,000, delivery is free

## **DISTRIBUTOR AGREEMENT**

Agreement between the named Applicant (hereinafter "APPLICANT") and UHS Essential Health (Malaysia) Sdn. Bhd. (hereinafter "UHS") effective under the terms and conditions below:

1. APPLICANT hereby applies for authorisation as a Distributor in UHS's Network Marketing Programme. For a period of 21 days from the mailing of this Application, or until such time as UHS notifies APPLICANT of this Application's acceptance or rejection, APPLICANT is provisionally authorised as a Distributor and granted the rights to sell UHS products. UHS reserves the right to accept or reject any application for any reason, in accordance with the terms and conditions set forth in the UHS Policies and Procedures, as such now exists or may hereafter be amended.
2. Upon acceptance as a Distributor by UHS, APPLICANT is authorised as a Distributor for one calendar year. UHS will automatically renew Distributor authorisation annually by debiting the Distributor's account on file in the amount of RM75, unless the Distributor notifies UHS in writing prior to the anniversary date that he/she desires to cancel the Distributorship.
3. APPLICANT has read and agrees to be bound by the terms of this Agreement, the UHS Cellular Compensation Plan and the Policies and Procedures, all of which are incorporated herein by reference and made a part hereof for all purposes. UHS reserves the right to change the Compensation Plan and the Policies in its sole discretion, and APPLICANT agrees to be bound by such changes.
4. APPLICANT is an independent contractor under the terms of this Agreement, and not an agent, employee or legal representative of his/her sponsor or UHS, and will in no way represent him/herself as such. As such, APPLICANT has no power to bind UHS to any obligation and APPLICANT is responsible for all applicable income, license or fee arising out of APPLICANT's activities hereunder.
5. APPLICANT will not produce, promote, or use materials of any kind describing UHS's names, programmes, products, and trademarked, copyrighted or otherwise protected materials except as permitted in UHS's policies.

## **TERMS AND CONDITIONS**

You are an independent contractor and not an employee of UHS.

You may not sell, assign or transfer your Distributorship to any person or entity without UHS's express written permission.

You must pay an annual renewal fee of RM75 to renew your Distributorship, which entitles you to continued Distributor benefits. You may arrange for payment of the annual renewal fee through automatic withdrawal from your checking account, by credit card, or cash.

You must pay all required taxes on any income you earn as an Independent Distributor, unless you qualify with your taxing authority for income tax exempt status.

In order for you to qualify for commissions, you must (1) sell to customers or end users a minimum of 70% of your product orders; and (2) provide your retail customers with an official UHS retail receipt which specifies date of sale, amount of sale, item(s) purchased, and the UHS Satisfaction Guarantee. You must retain all sales receipts for two years.

Specific UHS product names as well as the corporate name and logo are the exclusive property of UHS. You may not use UHS's product names, the corporate name or logo to promote your independent business.

UHS does not permit you to purchase unreasonable amounts of product solely for the purpose of qualifying for commissions, bonuses, or advancement in the Cellular Compensation Plan. You may only purchase RM3,000.00 of product at wholesale price per order, unless you can justify the need for a greater amount of inventory.

You are free to participate in other multilevel marketing ventures, but you may not sell or promote to other UHS Distributors similar or competitive products or services or any other multilevel marketing opportunity.

## **INTERNATIONAL SPONSOR APPLICATION AND AGREEMENT**

AGREEMENT between the above named applicant and UHS Essential Health (Malaysia) Sdn. Bhd. (hereinafter "UHS") effective under the terms and conditions below:

1. I certify that I am a legal Malaysia resident and legally competent to enter into this contract in the jurisdiction in which I live.
2. I understand that I am authorised as an International Sponsor and granted the right to sponsor Distributors in authorised countries upon UHS's receipt of this application and corresponding fee.
3. My right to act as an International Sponsor, or receive bonuses, in an authorised country may be revoked at any time if UHS determines that I have violated the terms and conditions of my Distributor Agreement and/or the requirements of this Agreement. If UHS revokes my international sponsoring rights, I shall release UHS and its officers, directors, agents, advisors, and employees from all liability for any loss, expense or damage suffered by me or anyone acting on my behalf as a result of such revocation.
4. This agreement is valid as long as I am in good standing with UHS.
5. I accept sole responsibility to lawfully conduct my independent UHS business within an authorised country. Accordingly, I release UHS and any affiliated UHS company, and their officers, directors, agents, advisors, and employees from all liability for any of my acts or omissions. I also waive any claims or causes of action which I or my duly authorised agents may assert relative to my status as an Independent UHS Distributor or an International Sponsor that arise out of any of my acts or omissions. I agree to indemnify and hold harmless UHS and any affiliated UHS company for any claim, action, or liability asserted by third parties arising out of my actions, omissions, or representations in sponsoring Distributor or conducting my independent UHS business in an authorised country.

6. APPLICANT has the duty to supervise and train any Distributors that he/she may sponsor as described in the Policies. APPLICANT will explain UHS's programmes honestly and completely when presenting them to others. APPLICANT understands and will make clear in any presentation the following: that no earnings are guaranteed by UHS or its programmes; no Distributor will earn money solely for sponsoring; no specific amount of product must be purchased at any level; commissions are based on product sales; that there are no exclusive territories for Distributors in the programme.

7. APPLICANT agrees that compensation is only paid for sales of product to customers and end users as defined in the Policies and in the Company's Cellular Compensation Plan.

8. Any sale or assignment of this Agreement or Distributor authorisation must be approved of in writing by UHS. Successors in interest or assigns must comply with all programme requirements.

9. The undersigned hereby acknowledges that he/she is of legal age and authorised to bind APPLICANT to each of the terms set forth herein and to the terms of the Policies and Procedures.

10. Venue and jurisdiction for any action pertaining to this Agreement or any disagreement or claim between the parties hereto shall be in the State of Utah. This agreement shall be governed by the laws of the State of Utah, unless the laws of your jurisdiction expressly require the application of its laws.

11. A Distributor may cancel his/her Distributorship at any time and for any reason upon notice to the Company. If a Distributor elects to cancel his/her Distributorship, UHS will refund the price of his/her product order(s) and/or Starter Kit in accordance with its policies.

12. UHS reserves the right to cancel any Distributorship for cause as such is defined in the Policies.

13. No purchase or investment is necessary to become an Independent Distributor other than the purchase of a Starter Kit, which is sold at company cost. Purchasing the Starter Kit is mandatory.

UHS Downline Genealogy Reports are confidential and proprietary business trade secrets. You may not use the reports for any purpose other than to develop your UHS business. Specifically, you must not disclose any information contained in the reports to a third party or use the reports to compete with UHS or to recruit or solicit other Distributors or Preferred Customers to participate in other multilevel marketing ventures.

UHS's failure to exercise any rights as set forth in this Agreement or to insist on your strict compliance with the terms and conditions of this Agreement and the Policies and Procedures does not constitute a waiver of UHS's right to require compliance therewith. Waiver of any term and condition of this Agreement or provision of the Policies and Procedures must be in writing and signed by an authorised officer of UHS.

UHS's waiver of any Distributor default does not affect UHS's rights with respect to any subsequent default or the rights or obligations of any other Distributor. Delays or omissions by UHS in exercising rights which might arise from a Distributor's default do not affect the Company's rights concerning the default or any subsequent default.

You have the right to cancel your Distributor Agreement at any time and for any reason. If you choose to cancel your Distributor Agreement, simply notify UHS in writing. If you elect to cancel your Distributor Agreement within 30 days of your enrollment, UHS will refund 100 percent of the price of your Starter Kit and the entire initial product order, excluding delivery charges. All other returns for refund or exchange shall be processed in accordance with UHS's policies.

UHS reserves the right to cancel any Distributorship at any time for cause if the Distributor violates the terms and conditions of this Agreement or the provisions of the Policies and Procedures and Cellular Compensation Plan.

UHS reserves the right to revise or amend the Policies and Procedures and the Cellular Compensation Plan.

6. I will not directly, or through third parties, import/export any UHS product into a country where the product has not been approved for sale by UHS.

7. I agree to research and 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 researched and complied with said laws, regulations, and requirements and the UHS Policies and Procedures for that country.

8. I agree to abide by the terms and conditions of the Distributor Agreement, which is incorporated herein by reference, and the requirements of this Agreement as they may be amended from time to time with respect to operating my business in an Authorised Country.

9. I may not transfer or assign any right granted by this Agreement to any person or entity without prior written permission from UHS. I may delegate my duties and responsibilities as an International Sponsor to other persons, but I remain ultimately responsible for complying with the terms of the Distributor Agreement and the requirements of this Agreement and applicable laws. I must directly and constantly supervise any person who works with or for me as part of my Independent Distributorship.

10. This Agreement is entered into in the State of Utah, U.S.A., and it shall be governed in accordance with the laws of Utah. Utah shall be the forum for resolution of any disputes arising hereunder. All disputes and claims relating to UHS, the Distributor Agreement, and this Agreement shall be settled by arbitration in Salt Lake City, Utah in accordance with UHS's Policies and Procedures.

  
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