

The entire Usana Distributor Manual – in Chinese and English.



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USANA<sup>®</sup>

HEALTH SCIENCES

成功直銷手冊

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Distributor Booklet



## 主席獻辭

本人謹代表USANA全體同仁向貴會  
邀您加入這個不斷學習、不斷成長、不斷  
進步、成為我們的一部份。我們對您的  
信賴，我們感到無盡的榮幸。我們將竭  
誠竭盡全力，為您呵護您和您的家  
庭的健康和營養需求。

在USANA，我們一直致力於科學研  
究來研發和生產高品質的營養品。對  
此我們感到很自豪。我們希望所有  
服用我們的產品，我們相信您一定是  
對每項產品都有良好的反應，而且會  
開始感受到營養豐富的均衡飲食確實  
可帶來裨益。

我們深信只要自己能夠公平對待別  
人，在未來的日子裏一定可以與他們  
建立起良好的互惠關係。我們就憑著  
這個信念親自為您設計了一個報酬豐  
厚的獎勵計劃。當您對我們公司有更  
深入認識和充份了解到USANA獎勵  
計劃的優厚回報後，您便會領略到這  
個計劃公平而且容易實行。在此，我  
再次感謝您投入參與本公司的業務。

我熱切祈望能跟大家建立長遠而持久  
的業務關係；一起為改善人類的健康  
而不斷努力！

USANA公司創辦人兼主席  
華斯博士

## 真正的健康 · 真正的財富

### 結合科學和營養學以促進健康

華斯博士所創立的首間公司高露實驗室(Gull Laboratories)乃以科學和營  
用細胞培養技術來診斷病毒疾病的創始。華斯博士在高露實驗室時期  
成功研製了首套在市場出售的應用化學試劑，可用來診斷EBV(Epstein-  
Barr)病毒。今天，世界各地的醫生和醫院都廣泛使用高露的產品來確  
確診斷病毒疾病。

### 健康細胞 = 健康的身體

由於華斯博士能夠成功在實驗室中，利用培養基來培育健康和組織的細  
胞，高露公司為醫療界確立了探測病毒疾病的「黃金標準」。華斯博士  
實在功不可沒。但他未因此而停下來，他期望為人類作出更大贡献。他  
對研究良好營養對人體健康和預防疾病的工作產生了很大的興趣。

華斯博士認識到營養對細胞的健康扮演著關鍵角色，於是把注意力轉到  
人類營養學。當他逐漸發現現代環境在飲食方面並未能充份提供人體的  
營養需要時，便決定創立USANA公司。華斯博士深知他可以運用自己  
在培育細胞方面的專業知識和專業技能，來設計一個先進的營養系統，  
而憑借這系統可幫助人們維持良好健康和改善生活質素。

### 營養補充品為什麼這樣重要

您每日的飲食必須能夠提供維持最佳健康狀態和正常細胞功能需要的主  
要養份。但研究顯示，在今天的環境裏，我們每天所吃的食物可能欠缺  
許多必要的養份，況且大多數人的飲食習慣都不均衡。我們當中不少人  
都吸收不到維持自己身體健康所需要的最適量養份。

除了營養不良的問題外，我們的身體更不斷地受到不良環境因素的侵  
襲，例如輻射、精神壓力、有毒化學物等，都導致我們體內產生不穩定  
的份子，而這些份子都可能破壞我們的自然防禦能力。

USANA所生產的營養品均是在細胞營養領域的科學研究的成果。結合  
健康飲食和健康生活方式，USANA營養品可為您提供一系列有益的養  
份，全面和均衡照顧您的需要，助您的身體改善營養不良的狀況和抵抗  
我們周遭環境所帶來的損害。

## Welcome to USANA

### True Health, True Wealth

#### Science and Nutrition Combine for Better Health

The first company Dr. Wentz founded, Gull Laboratories, was an industry leader in utilizing cell culture techniques for the purpose of diagnosing viral diseases. At Gull, Dr. Wentz developed the first commercially available test kit for the diagnosis of the Epstein-Barr virus. Today doctors and hospitals around the world use Gull products to accurately diagnose viral disease.

#### Healthy Cells = Healthy Bodies

Largely due to Dr. Wentz's ability to grow healthy and vibrant cells in culture, Gull has established "gold standards" in the industry for detecting viral diseases. However, Dr. Wentz wanted to do more. He was interested in studying the effects of proper nutrition on human health.

Realizing that nutrition plays a key role in cell health, Dr. Wentz turned his attention to human nutrition. He founded USANA when it became increasingly apparent to him that the nutritional requirements of the human body were not being met in today's environment. Dr. Wentz knew that he could use his knowledge and expertise in growing human cells to design an advanced nutritional system that could help people maintain their good health and improve their quality of life.

#### Why Nutritional Supplementation is So Important?

Your daily diet must provide the essential nutrients for optimal health and proper cell function. Yet research shows that foods we eat today may be lacking many essential nutrients and that most people simply do not eat properly. Many of us are depriving our bodies of the optimal amounts of nutrients needed to maintain good health.

In addition to the problem of poor nutrition, our bodies are constantly being assaulted by the damaging effects of our environment. Radiation, stress, toxic chemicals, and so forth, produce unstable molecules in our bodies that can overwhelm our natural defenses.

USANA's nutritional products are based on the scientific research of cellular nutrition. In conjunction with a healthy diet and lifestyle they are designed to provide a complete and balanced spectrum of beneficial nutrients to help your body counteract poor nutrition and the damage caused by the environment in which we live.



#### Message from Dr. Wentz, Founder and Chairman

On behalf of all of the people at USANA, I want to personally welcome you to our growing family of Distributors. We are honored that you have placed your trust and confidence in us and promise in return that we will work diligently to provide you with the highest quality health and wellness products available anywhere.

At USANA, we take pride that each of our products has been developed using the latest in scientific research. I am confident that if you use our products on a daily basis, you will have a positive experience with each and every one of them and will begin to feel the positive effects that a nutritionally balanced diet can bring.

We have also designed a highly lucrative Compensation Plan for you around our belief that if you treat people fairly, a mutually beneficial relationship can be established for years to come. As you learn more about USANA and realize the full potential of the Compensation Plan, you will appreciate its fairness and simplicity. Again, thank you for your commitment. I look forward to a lasting association with you as together we improve the health and wellness of humankind.

Dr. Myron Wentz  
Founder and Chairman,  
USANA Health Sciences

## USANA 細胞式獎勵計劃

USANA Health Sciences將竭盡所能為您實現個人事業及成就。為此，我們投入了大量時間和金錢，發展出一套讓每位獨立直銷商都能發展所長的獎勵計劃。傳統的網絡行銷計劃要求大量投資和顯著的團體銷售額，相比之下，我們的計劃更為優越。

USANA的細胞式獎勵計劃消除了不少傳統網絡行銷計劃的缺點，USANA細胞式獎勵計劃的優點包括：

- 透過建立下線組織，以及發掘穩固的客戶基礎，從而開始賺取佣金。
- 有更大的潛力賺取報酬。
- 每星期支付佣金，讓新獨立直銷商快速獲得回報，推動他們邁向成功。
- 有效鼓勵您的上線經營緊密合作，協助您建立下線組織。
- 直銷商的收益更廣泛及平均分佈，能給予每一位參加者公平的報酬。

### 收入來源

藉著USANA細胞式獎勵計劃，有六個賺取收入的途徑：

- 產品零售
- 業務佣金
- 對等獎金
- 獎勵計劃
- 領袖紅利
- 壽英紅利

### 產品零售

作為USANA獨立直銷商，您可以自動訂貨購買產品，然後以零售價向客戶出售這些產品，便可即時賺取利潤。購入價和零售價之間的差額便是您的零售利潤。這務必強調零售的重要性，零售是您和您的新獨立直銷商獲得即時收入的最穩健辦法，並可藉此建立長期客戶。事實上，您組織中最優秀的獨立直銷商將可能來自您的零售客戶。

### 業務佣金

佣金是根據您組織中左右兩邊平衡地增長的團體銷售額（Group Sales Volume，簡稱GSV）累積而計算的（見第六頁之圖三——每週佣金支付表）。USANA的細胞式獎勵計劃與其他計劃的區別在於：您可在每週累積最高達5,000分的團體銷售額留待下星期支付佣金時計算。隨著您成功建立一個由獨立直銷商和優惠客戶組成的組織後，您便有資格賺取佣金和紅利。當您和組織中其他獨立直銷商，透過下線和優惠客戶取得銷售額時，您便可藉著您的團體銷售額而賺取業務佣金。您可透過USANA的細胞式獎勵計劃，開始創造長期的經濟收益。

### 對等獎金

獨立直銷商可賺取其保薦並成為特級直銷商或新獨立直銷商首28週內最高達100%的對等獎金。

賺取的對等獎金百分比是依據下列標準：

- 若保薦人是活躍的白金領袖員，可獲得100%的對等獎金。
- 若保薦人是活躍的銀領袖員，可獲得50%的對等獎金。
- 若保薦人既不是領袖員，也不是白金領袖員，只是活躍的獨立直銷商，則可獲得25%的對等獎金。

### 獎勵計劃

獨立直銷商可參加USANA豐盛的獎勵計劃，可獲得旅遊、機票、甚至額外的現金獎勵。

### 領袖紅利和壽英紅利

對於那些成功發展成功的組織之獨立直銷商而言，USANA的領袖紅利和壽英紅利計劃一般比紅利更為優厚。

要符合領取領袖紅利與壽英紅利的資格，直銷商必須：

- 在最近四個星期內（一個週期），取得最少100%個人銷售額（Personal Sales Volume，簡稱PSV）。
- 在最近一星期內最少有一個商標中心達到數量目標（即左右兩邊各得5,000分團體銷售額）。
- 在每個四星期週期內，其保薦的一名新獨立直銷商賺取首張分享者或以上級別的佣金支票。直銷商可一年累積十三名達致以上資格的直銷商，其以前所薦的任何獨立直銷商均可符合計算資格。

備註：獨立直銷商如連續五年於每四星期連續達標（由二零零三年一月一日起計）獲取領袖紅利後，其只需最少每三個月有一名其個人保薦的直銷商晉升至堅信者或以上級別，並收取自成為直銷商以來首張佣金支票；而非於每個四星期週期內晉升至金獎者或以上級別。獨立直銷商可一年累積四名達致以上資格的獨立直銷商。

- 組織成員可隨時以電話聯絡
- 並無參與其他網絡行銷公司
- 積極培訓下線，和領導組織的銷售活動

### 領袖紅利

USANA的領袖紅利是為擁有傑出領導才華的直銷商而設的，他們需建立龐大且有卓越表現的組織，公司將定期撥出公司全球團體銷售總額（Total Company GSV）

的3%。作為獎勵紅利，平均分子所有與該董事及以上級別的直銷商。加贈紅利是根據直銷商於一星期內達至最高指標的商務中心數目，其加贈紅利，以及該商標而計算的。直銷商如能使更多商務中心達到最高指標，便可發給，亦可收取更多的加贈紅利。

### 菁英紅利

每一季，USANA都會以全球團體銷售總額（Total Company GSV）之1%，計算為全球最高收入之百25戶直銷商之菁英紅利。這25戶直銷商在上一年於全球收入之排名，會以其實際收入和相對去年同一季的佣金分數增長，以此決定他們可獲得的紅利金額。

### 立刻行動!

眾所週知，要成為USANA的獨立直銷商，手續十分難。您只需填妥「獨立直銷商申請表格及協議書」，然後將正本表格與直銷商創業套裝（Business Development System，簡稱BDS）的費用，遞交到USANA的辦事處。有關申請一種USANA批發商，直銷商即可透過親友或相熟人士成為直銷商或優惠客戶，開始建立自己的直銷組織。直銷商亦可以自動訂貨購買產品再向外轉售，以賺取零售利潤。

以下詳細介紹的USANA細胞式獎勵計劃，結構簡單。由於每位直銷商在每個商務中心的第一層，不能吸納多於兩名直銷商，您可從您上線保薦的直銷商的銷售額中獲得收入。同樣地，您亦可協助您的下線建立組織。USANA的細胞式獎勵計劃比傳統網絡行銷計劃優勝之處，在於其強調團隊精神的重要性。很少傳統網絡行銷計劃可讓下線組織分享新直銷商的銷售額。請記著，在USANA裏，您是「團隊」（T.E.A.M）的一份子，亦即是說大家可以群策群力，共創佳績（Together Everyone Achieve More!）。

如果您想進一步瞭解USANA細胞式獎勵計劃，除了細心閱讀我們以下為您提供的資料，我們鼓勵您觀看直銷商創業套裝內的錄像光碟。在光碟中，我們會為您進一步解釋USANA細胞式獎勵計劃。您可立即開始建立您的組織，因為USANA會每星期支付佣金給您，所以，您的努力很快便會得到回報。

### 步驟一

#### 啟動您的商務中心

USANA細胞式獎勵計劃乃以商務中心為計算單位，您可擁有一個或三個商務中心以建立您的組織。

#### 啟動一個商務中心

要啟動一個商務中心來賺取佣金，您必須取得200分的

個人銷售額（PSV）。您可以累積多筆訂單，或以單一筆訂單，從而達到指定的銷售額指標。您的第一個商務中心編號為001。

### 啟動三個商務中心

要啟動三個商務中心（編號分別為001、002及003），您必須於登記成為直銷商當天起計六個星期五內（參加直銷商創業套裝內的四星期連續訓練課程），累積取得400分的個人銷售額（PSV）。如果您於固定限期內取得所需分數，您便會失去商務中心002及003。如果您第一筆訂單已達到最少400分的個人銷售額，公司電腦會自動把訂單的200分的個人銷售額分配到商務中心001，而商務中心002及003則可獲得100分。這樣，您的商務中心001的左右兩邊便可立即得到100分銷售額分數並開始運作。

### 步驟二

登記參加自動訂貨計劃！（這是您對健康的承諾）您必須非常信賴USANA產品，才可增加您在銷售過程中取得成功的機會。自動訂貨計劃可助您方便地選擇產品，並且定期使用。

### 步驟三

#### 創立自己的業務組織

無論您是以一個或三個商務中心開始建立您的USANA事業，最重要的是您已踏出第一步。我們絕不會使用USANA提供給您的工具和刊物，開始將USANA的業績與別人分享。

#### 運用一個商務中心來開創您的USANA事業

如果您以一個商務中心（001）開始建立您的USANA事業，您可以在開始時保薦兩名新直銷商（瓦麗、阿珍及阿寶）。當您保薦了首兩名直銷商後，您已成功為您的商務中心建立了左右兩邊。當您再保薦新直銷商時，您必須在新直銷商的申請表中的「定位資料」一欄內，說明您希望將該新直銷商放在那一名現任直銷商名下，亦同時需填上該名現任直銷商的編號和定位（左邊或右邊），以及所屬之商務中心編號。例如，假設我叫陳大文，而我現在保薦林亞珍，我希望將她放在我商務中心001的左邊，在填寫申請表的「定位資料」時，我需寫上我的名字陳大文、我的直銷商編號，再寫上001以說明我希望將林亞珍放在我的第一個商務中心001，並在「左邊」的方格加上「L」。USANA電腦便會自動將林亞珍放在我的001商務中心左邊的空位上。

注意：請確保您提供的「定位資料」正確無誤。有關資料一經輸入電腦系統後，下條的位置便不得更改。

**圖一**



請著您本人、阿珍和阿寶繼續招募新直銷商，您的商務中心開始擴大。當您希望保留第三名直銷商（例如：阿珍）時，您必須把她放在您的下線組織中的一個空位。這種團體合作精神會幫助您激勵下線直銷商，更積極爭取成績，從而提高您整個組織的盈利能力和穩定性，以致能夠相對地賺取更多收入！

**運用三個商務中心來開始您的USANA事業**

運用三個商務中心開始建立您的USANA事業，原理與一個商務中心大致相同。唯一不同的是您可以將新直銷商分佈到兩個商務中心中（見圖二）。只要您在第一層招募分佈四名直銷商，便可開始建立商務中心002及003，而方法就像建立一個商務中心的步驟一樣。啟動三個商務中心的好處在於您只須建立兩個商務中心，便可得到三個商務中心（001、002及003）的收入。如果您計劃建立一個規模龐大的USANA事業，您可以啟動三個商務中心以將自己賺取收入的潛力推至最高峰。

**圖二**



**如何透過您的商務中心賺取業務獎金**

當您的業績開源擴充，您所累積的團體銷售額亦隨之增加。當其團體銷售額中獲得佣金，您必須是——您自己的直銷商。您的商務中心001必須於每個週賺取至少中累積最少100分的個人銷售額。而商務中心002及003亦必須累積一定的團體銷售額。詳情見圖三之每週佣金支付表。

**圖三 每週佣金支付表**

團體銷售額	個人分數	佣金
250	40	佣金\$ 300
500	100	佣金\$ 1,000
1,000	200	佣金\$ 1,500
2,000	400	佣金\$ 3,000
3,000	600	佣金\$ 4,500
4,000	800	佣金\$ 6,000
5,000	1,000	佣金\$ 7,500

**佣金的計算方法**

USANA的業務獎金乃以佣金分數為計算單位，然後轉換成直銷商當地的貨幣。如果您的商務中心的左右兩邊均取得250分的團體銷售額，您便得到40分的佣金分數；如果您的商務中心的左右兩邊均取得500分的團體銷售額，您便可賺取100分的佣金分數；如果您的商務中心的左右兩邊均取得1,000分的團體銷售額，您便可得200分的佣金分數；如此類推，詳情見圖三之每週佣金支付表。

請緊記，在計算佣金時，我們不會計算直銷商的總數，只會計算銷售額分數。例如，在單一個星期內，阿珍及其下線（左邊）共取得2,000分的團體銷售額，而阿寶及其下線（右邊）亦共取得2,000分的團體銷售額，那麼無論達到這個銷售水平的直銷商是屬於您組織中的那一層，您都可以賺取400分佣金分數。如果您的目標是每星期賺取1,000分佣金分數，您便需在左及右兩邊同時取得各5,000分團體銷售額分數。

佣金是按每星期計算和支付的，所以，只要您組織中的直銷商共同努力，便可以立即獲得回報。這就是USANA細胞式獎勵計劃的最大特色，亦可有效推動您的直銷商發展業務，並且持續地取得成功。傳統的網絡行銷計劃只會每月計算一次，而且，通常要到下月底才發放佣金。即是說，直銷商幾乎需要等待兩個月才可獲得上個月月初所賺取的佣金。但USANA的制度是希望儘快將報酬送到您的新直銷商手中，這樣，他們便會獲得無比的晉升動力。USANA根據每星期兩邊平衡的銷售額計算佣金。如果商務中心兩邊的銷售額並不相等，則按團體銷售額較低的一邊計算。每邊剩餘銷售額分數將累積至下一星期計算，而每邊累積額最高為5,000分。



例如，如果您在兩個中心中左邊取得團體銷售額500分，而右邊則取得700分，您本週的總分將以500分團體銷售額計算（即等於100分個人分數）。在下一星期的，如果您左邊獲得200分團體銷售額而右邊則獲得300分，您便可再次賺取100分個人分數。

**一個業務中心和三個業務中心的收入對比**

在圖五上部分，假設每一個業務中心（包括您自己的業務中心）均為活躍。在本星期內他們訂購的產品為他們各自帶來100分個人銷售額。在這例子中，您總共有十個業務中心，每個業務中心均產生100分個人銷售額，計共一百個業務額的總額即是1,000分。



二十位活躍的活躍商，每週十位  
（個人銷售額為100分）  
每週平均團體銷售額1,000分  
總個人分數200分



二十位活躍的活躍商，每週三十位  
業務中心001取得200分  
業務中心002取得100分  
業務中心003取得100分  
每週平均團體銷售額2,800分  
總個人分數400分

如果您的個人銷售額計算在您的業務銷售額中，則每每週將支付表，您每週最高的平均團體銷售額為1,000分。所以，您本星期所得的個人分數為200分。

如果您有三個業務中心（見圖五下部分），您便可為每個業務中心取得平均分數。本週計算中每個業務中心賺取分數，例如，您的業務中心002和003分別在兩邊均分別取得團體銷售額500分。因此，根據每週支付表，您每週最高的平均團體銷售額為500分，所以您的業務中心002和003在本星期所得的個人分數各為100分。

如果您的業務中心001根據同樣的計算也可取得200分個人分數，於是，您的總個人分數為400分。相比之下，同樣地擁有二十個業務中心或是一個星期賺得2,800分團體銷售額，使您三個業務中心比起擁有一個業務中心所產生的總分是高一倍。

**業績銷售額**

在圖五上部分，假設每個業務中心（包括您自己的業務中心）均為活躍。在本星期內他們訂購的產品為他們各自帶來100分個人銷售額。在這例子中，您每週有十個業務中心，每個業務中心均產生100分個人銷售額，計共一百個業務額的總額即是1,000分。而您的個人銷售額計算在您的業務銷售額中，根據每週支付表，您每週最高的平均團體銷售額為1,000分，所以，您本星期所得的個人分數為200分。但您所餘下的團體銷售額將承擔至下星期計算。在下一星期，您的左右兩邊便分別累積到400分。

如果您有三個業務中心（見圖五下部分），您便可為每個業務中心取得平均分數。本週計算中每個業務中心賺取分數，例如，您的業務中心002和003分別在兩邊均分別取得團體銷售額700分。因此，根據每週支付表，您每週最高的平均團體銷售額為500分，所以您的業務中心002和003在本星期所得的個人分數各為100分，而您的業務中心001根據同樣的計算也可取得200分個人分數。於是，您的總個人分數為400分。相比之下，同樣地擁有二十八個業務中心或是一個星期賺得2,800分團體銷售額，使您三個業務中心比起擁有一個業務中心所產生的總分是高一倍。同樣地，每個業務中心餘下的銷售額分數將累積至下星期計算。

**保持多個業務中心活躍**

要從USANA的細胞式獎勵計劃中獲得報酬，您必須達到個人銷售額的最低要求，從而保持您的業務中心活躍。要保留一個業務中心活躍，您必須在每四星期轉運期中取得最少100分個人銷售額分數。要保留兩個或更多業務中心活躍，您必須在每四星期轉運期中取得最少200分個人銷售額分數。

**圖五**



二十六次運轉的星期一，如獲七次  
 (獲1,000分)  
 每週平均業績約有額1,000分  
 (每週平均業績約有額1,000分)  
 家庭銷售額為1,000分，每週400分  
 總佣金分數200分



二十六次運轉的星期一，如獲七次  
 每週平均業績約有額1,000分  
 商務中心001約有200分  
 每週平均業績約有額500分  
 商務中心002約有100分  
 每週平均業績約有額500分  
 商務中心003約有100分  
 總佣金分數400分

注意：如果您啟動了三個商務中心，您無須在開始時便取得200分，即使您有三個商務中心，您亦可以選擇在開始的時候專心發展商務中心001。這樣，您只須取得100分的個人銷售額，便有資格從商務中心001收取佣金。當您希望從商務中心002和003賺取佣金時，您才需在每四星期運轉週期中，把個人銷售額提升至200分。務必注意的是，只有在您取得個人銷售額200分時，您的三個商務中心才符合收取佣金的資格，那時商務中心002和003才會開始累積銷售額。

此外，在每四星期內，您在任何四星期運轉週期中，累積的第一次200分個人銷售額，會歸入您的商務中心001中。如果有任何一段時間，您的商務中心沒有活躍，您將失去所有商務中心的銷售額行動獎勵資格。別忘記重新活躍起來時，銷售額行動獎勵資格會重新計算，請記住您的銷售額要達到您的目標。

**四星期運轉週期**

四星期運轉週期是指直銷商發出第一張150分或以上的產品訂單起計的四個週全日(即運轉週期為星期五)所組成的週期。如果直銷商在運轉週期內訂購產品，則他/她發出訂單的每個星期四將可獲作第一個支付佣金日。

**自動訂貨計劃**

方便的訂貨方法，令您安心又放心，更享16%的特惠，所有新客戶及優惠客戶都可參與USANA的自動訂貨計劃，為您享前所未有的方便和優惠。

參加自動訂貨計劃亦是您對健康的承諾。它不僅能確保您的商務中心保持活躍，而且還能確保您的健康。請努力，保證您有最佳存貨，作為轉售之用。您亦可以享受自動訂貨計劃帶來的益處。您只需參加「自動訂貨計劃協議書」。每兩週，位於每四星期運轉週期自動收到的產品將轉呈工具，USANA公司會按時自動為您訂購您所需產品，您可以選擇到USANA的服務中心接收產品，或安排將產品送到您家中或您指定的辦公室(如欲查閱您的自動訂貨週期，請參考直銷商業務裝內的四星期運轉週期日曆)。無論直銷商在該週內有否發出其他訂單，通過自動訂貨計劃，我們將服務中心為您準備好您所選購的產品，或將產品送到指定地點。

現時超過90%正在賺取USANA佣金的直銷商已參加了自動訂貨計劃，請立即行動，填妥您的「自動訂貨單」！

注意：您將不可以把過往證實已經售出的產品退還USANA。倘若您無法出售或服用前次訂單最少70%的產品，您必須取消自動訂貨安排。

**優惠客戶**

增加團體銷售額的另一方法，是在您的商務中心和左右兩邊增加優惠客戶(見圖六)。優惠客戶可以參加自動訂貨價格訂購產品，惟他們不能取得個人銷售額及無法賺取佣金。雖然您未能在優惠客戶的訂單上賺取零售利潤，但他們的訂單可為您取得銷售額分數，增加其所在位置(左邊或右邊)一方的團體銷售額。

**取得再加入證書，啟動新商務中心**

當您的商務中心達到最高指標（左和右邊均已取得5,000分團體銷售額）時，您便可收到一張電子「再加入證書」。您最多可在每個商務中心獲得兩張「再加入證書」。「再加入證書」允許您在組織的某區層開設另一個全新的商務中心。您便可藉此在更深入的層次參與支持下列的工作，從而有效地協助您的下線發展業務。當您決定在組織中那一位置成立另一商務中心時（見圖六），下一步是將連同新商務中心的位置資料，以書面向客戶服務部提出申請。「再加入證書」並不設過期限制。您最先取得的第一及第二張「再加入證書」，是可供您個人登錄設置在您的商務中心內，右邊下列的任何一位置。但往後再取得的

「再加入證書」，其與商務中心的位置必須與其他商務中心之間存在最少十個連續直銷商之001商務中心。活躍直銷商的定義為合資格領取獎金之直銷商。

如步驟一所示，您可以獲得200分的個人銷售額啟動新的商務中心（此分數不包括在四星期轉轉過程中您所得保持現有商務中心活躍的100分或200分內）。此外，您必須將您的書面申請，連同產品訂單一起提交。您需於每四星期轉轉週期內取得200分個人銷售額，以確保您新啟動的商務中心及其他原有的商務中心維持活躍。無論您擁有多少個商務中心，您的個人銷售額指標都需維持高於200分。在新商務中心啟動後，您便可開始在其下建立您的直銷組織。只要在某個交團體銷售額，您便可取得另一張「再加入證書」，而中心取得最多兩個「再加入證書」。而每個新商務中心亦可再獲得兩張「再加入證書」。而每個新商務中心無數的商務中心。憑著您的創意能力，您可以為自己和家人提供穩健和雄厚的經濟來源。由於每個商務中心不僅可為自己帶來現金，亦可為上線的商務中心帶來現金。因此，啟動新商務中心可有助鞏固您的下線組織。

**圖六**



**轉移再加入證書位置**

一般而言，經「再加入證書」啟動的商務中心，其位置是不能移動的。然而，如果該商務中心在過去四個月均沒有任何活動（團體或個人銷售額），則受書面所有有關商務中心位置的規定下，USANA保留或修改其轉移的權利。任何有關要求須以書面提出申請，並須獲得USANA公司監察部審批。

## 領航員及領袖晉級

USANA設立了領航員計劃及不同的領袖晉級系統，以協助大家在朝向前途目標晉級之同時，制定明確的計劃，衡量自己的進展。

### 領航員計劃

透過USANA的領航員計劃，直銷商可以獲得領航員身份，讓他們/她可以獲得對等獎金的最大潛在回報。直銷商所獲得的領航員身份是取決在其加入USANA的首八個星期內，保薦的人數及從該新保薦入會人士產生的銷售額計算。

### 成為特級白金領航員的條件

在加入USANA的首八個星期內，個人保薦四名或以上的新直銷商，並從該新保薦入會人士產生達1,600分的累積銷售額分數。



### 成為特級領航員的條件

在加入USANA的首八個星期內，個人保薦兩名或以上的新直銷商，並從該新保薦入會人士產生達800分的累積銷售額分數。

### 年度身份重新確認機會

特級身份讓其銷商可享有終身優惠，而年度身份重新確認機會則是為其獲取特級身份的直銷商提供，在加入USANA的首八個星期後，及每年在您加入USANA的週年日起，各直銷商將獲八個星期時間爭取成為特級領航員或特級領袖的機會。

### 領袖晉級

每一領袖級別都附有特定的銷售額要求，以下是各領袖級別的要求及晉級規定。每晉升一級，您便可獲得特級津貼一位。一經晉升至另一級別，便不再重返較低級別。

分享者	商務中心的左右兩邊各得2,000分團體銷售額
聖信者*	商務中心的左右兩邊各得4,000分團體銷售額
創業者	商務中心的左右兩邊各得6,000分團體銷售額
成就者	商務中心的左右兩邊各得2,000分團體銷售額
董事	商務中心的左右兩邊各得3,000分團體銷售額
副董事	商務中心的左右兩邊各得4,000分團體銷售額
副董事	商務中心的左右兩邊各得5,000分團體銷售額
黃金董事	於連續四星期內有同一個商務中心達至最高指標
紅寶石董事	於連續四星期內有任何兩個商務中心達至最高指標
翡翠董事	於連續四星期內有任何三個商務中心達至最高指標
鑽石董事	於連續四星期內有任何四個商務中心達至最高指標
一星鑽石董事	於連續四星期內有任何五個商務中心達至最高指標
二星鑽石董事	於連續四星期內有任何六個商務中心達至最高指標
三星鑽石董事	於連續四星期內有任何七個商務中心達至最高指標
四星鑽石董事	於連續四星期內有任何八個商務中心達至最高指標
五星鑽石董事	於連續四星期內有任何九個商務中心達至最高指標
六星鑽石董事	於連續四星期內有任何十個商務中心達至最高指標
七星鑽石董事	於連續四星期內有任何十一個商務中心達至最高指標
八星鑽石董事	於連續四星期內有任何十二個商務中心達至最高指標
九星鑽石董事	於連續四星期內有任何十三個商務中心達至最高指標
十星鑽石董事	於連續四星期內有任何十四個商務中心達至最高指標
十一星鑽石董事	於連續四星期內有任何十五個商務中心達至最高指標

\* 當您達到聖信者的級別，您便不可再重返分享者級別及收取此級別的佣金。

## USANA

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# USANA Cellular Compensation Plan

Updated on  
August 28, 2010

At USANA Health Sciences, we are dedicated to helping you achieve your own personal success. For this reason, we have invested considerable time and money in developing a compensation plan that gives every Distributor the best opportunity for network marketing success — a plan that establishes a departure from the traditional multilevel marketing requirements of heavy sponsoring and large group volumes.

The USANA Cellular Compensation Plan eliminates many of the pitfalls that plague traditional network marketing plans. Following are just a few of the benefits of the USANA Cellular Compensation Plan:

- By building a downline of Distributors and developing a strong base of customers, you can begin to realize financial success.
- There is greater depth from which you can earn commissions.
- Commissions are paid weekly, motivating new Distributors to immerse themselves in success.
- Your upline has an incentive to work with you to help you build your business.
- Distributor success is more widespread and evenly distributed, so success is fair to everyone involved.

## Areas of Income

There are five ways to earn income with the USANA Cellular Compensation Plan:

- Retail Sales
- Distributor Commissions
- Matching Bonuses
- Incentives
- Leadership Bonuses
- Elite Bonuses

## Retail Sales

As a USANA Independent Distributor, you can purchase products at wholesale cost. 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 surest method you and your new Distributors have for developing immediate income for your business while you build a long-term base of satisfied customers. In fact, many of your best Distributors will likely come from the ranks of your retail customers.

## Distributor Commissions

Commissions are paid on whole increments of the balanced Group Sales Volume (GSV) accumulated in your left-side and right-side organizations (see Weekly Commission Payout Schedule, figure C on page 13). Unlike other compensation plans, extra volume of up to 5,000 points on each side is carried forward. As you develop an organization of Distributors and Preferred Customers, you become eligible to earn commissions and bonuses.

When you and the other Distributors in your organization generate sales volume through downline and Preferred Customer sales, you can receive commissions from your Group Sales Volume. Through the USANA Cellular Compensation Plan, you can begin to create long-term financial success.

## Matching Bonuses

Distributors can receive up to a 100% Matching Bonus for 25 weeks on the sales volume of other Distributors they enroll who become Premier Platinum Pacesetters.

The Matching Bonus percentage earned is based on the following criteria:

- If the sponsoring Distributor is a Platinum Pacesetter, the sponsor will earn a 100% Matching Bonus.
- If the sponsoring Distributor is a Pacesetter, the sponsor will earn a 50% Matching Bonus.
- If the sponsoring Distributor is neither a Pacesetter nor a Platinum Pacesetter, the sponsor will earn a 25% Matching Bonus.

## Incentives

Distributors at all levels can be rewarded with luxury travel, prizes, and even extra cash through USANA's generous incentive programs.

## Leadership Bonuses & Elite Bonuses

For Distributors who demonstrate leadership abilities by building large and successful organizations, USANA also offers two very exciting bonus programs — Leadership and Elite.

To qualify for the Leadership and Elite Bonuses, a Distributor must:

- Generate at least 100 points in Personal Sales Volume (PSV) during the current four-week rolling period.
- Maximize at least one Business Center during the current week.
- Help a personally sponsored Distributor qualify to earn commissions for the first time at the Sharee level or above every four-week rolling period. A Distributor can accumulate up to 13 (one year's worth) at a time. The date of sponsorship is irrelevant. Any Distributor he or she has ever historically sponsored are eligible.

**Note:** After five consecutive years of qualifying for Leadership Bonus every four-week rolling period (beginning January 1, 2003), a Distributor is considered vested, and rather than a personally sponsored Distributor qualifying at the Sharee level or above every four-week rolling period (13 times a year), a personally sponsored Distributor must qualify to earn commissions for the first time at the Believer level or above at least once every three months, or accumulate up to four (one year's worth).

- Be available by phone to their organization.
- Participate in no other network marketing program.
- Actively train and supervise their downline sales organization.

### Leadership Bonuses

Each week, three percent (3%) of the total Company GSV is divided among qualifying Gold Directors and above. A Distributor will be paid a Leadership Bonus based on a formula that takes into account how many Business Centers he or she has maximized during the week, his or her leadership rank, and whether or not the qualifying Business Centers have maxed for more than one consecutive week. By maximizing additional Business Centers, the Distributor will move to higher ranks, which means more income from the Leadership Bonus program.

### Elite Bonuses

Each quarter, one percent (1%) of the total Company GSV is divided among the top 25 income earners. The amount an individual earns depends upon his or her position in the previous quarter, his or her actual earnings for the existing quarter, and the absolute growth in Commissionable Volume Points (CVP) he or she achieves over the corresponding quarter of the prior year.

### Getting Started

As you know, becoming a USANA Independent Distributor is easy. All it takes is completing a Distributor Application and Agreement Form, signing, and submitting the original to the USANA Data Processing Office with appropriate payment for a Business Development System (BDS). Once the application has been received and accepted by USANA, the Distributor may begin building a Distributor organization by sponsoring friends and acquaintances as Independent USANA Distributors or Preferred Customers. All Distributors may immediately begin purchasing products at the Autoship cost for their personal consumption. Distributors have the added benefit of the right to resell products purchased at the Autoship cost for a retail profit.

The USANA Cellular Compensation Plan described in the following sections is very straightforward in structure. Because each Distributor can place no more than two first-level Distributors per Business Center, the Sales Volumes of those people sponsored by your upline may benefit you. Likewise, you can help your downline Distributors build their organizations. The element of teamwork is just one of the many factors that makes the USANA Cellular Compensation Plan a step above traditional network marketing plans, where newly sponsored Distributors are rarely shared with downline Distributors. Remember, in USANA, you are part of a T.E.A.M. (Together Everyone Achieves More).

In addition to reading the information provided here, we encourage you to watch the DVD found in your BDS, which provides further explanation of the USANA Cellular Compensation Plan. You can begin building your organization immediately, and because USANA pays commissions every week, you can realize a very quick return on your efforts.

#### Step #1

#### Activate Your Business Center(s)

The USANA Cellular Compensation Plan is based upon what is called your Business Center. You can begin to build an organization around one or three Business Centers.

#### Activating One Business Center

To activate one Business Center and begin earning commissions, you must achieve 200 points in Personal Sales Volume (PSV). This volume can be made in a single order or your customers and your personal use or accumulated through many orders. The number of your first Business Center is 001.

#### Activating Three Business Centers

To activate three Business Centers (001, 002, and 003) you must achieve 400 points in PSV within the first 90 days (Fridays from the date that you become a Distributor) on the Four-Week Rolling Calendar in your BDS. If you do not achieve 400 points in PSV within this time, you will lose your 002 and 003 Business Centers. If you do, your product purchase is equal to at least 400 points in Sales Volume, the computer will automatically split your order with 200 points in Personal Sales Volume placed in Business Center 001, 100 points placed in Business Center 002, and 100 points in Business Center 003. This means you will immediately begin with 100 points in both the left and right sides of Business Center 001.

#### Step #2

#### Sign up for Autoship (Your Subscription to Health)

Enroll in the Autoship program. To ensure your success in selling the products, you must first believe in them yourself. Autoship is a convenient way to receive your products, to help you use them regularly, and to have them on hand for your customers.

#### Step #3

#### Begin to Build

Whether you are starting with one Business Center or three Business Centers, the most important part is that you simply get started. Use the resource guide of tools and publications found in the "Starting Out" section of this kit, to begin to share the USANA vision with others.

#### Building with One Business Center

If you begin your USANA business with one Business Center (001), you can begin to build an organization by finding new customers and sponsoring two new Distributors (for example, Jill and Bob in Figure A). When you have sponsored your first two Distributors, you will have established a left side and a right side to your Business Center. As you sponsor new Distributors, you must specify, in the "Placement" section of the new Distributor Application Form, the Distributor Number of the person you want your new Distributor placed under, whether you want the new Distributor placed on the left or the right side, and which Business Center he or she is to be placed under. For example, if my name were John Doe and I were sponsoring Jill Jones and wanted to place her under my 001 Business Center, on the left side, I would write my name, John Doe, in the placement information, write my Distributor number, write 001 to specify the Business Center I want Jill Jones to be placed under, and check the box that says left side. The computer would then place Jill under my 001 Business Center on the left side.

**Note:** Be absolutely certain that you fill out the placement information correctly. The USANA office cannot change placement once it has been entered into the computer system.

**Figure A**

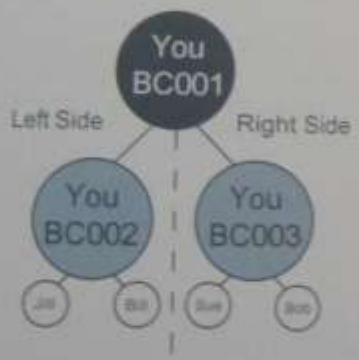


As you, Jill, and Bob add new customers and sponsor new Distributors, your Business Center begins to grow. When you want to sponsor a new Distributor (Sue, for example), you must place her in an open position somewhere in your downline organization. Teaching Sue this nature helps to motivate your downline Distributors to take further action and success, thereby enhancing the potential profitability of your organization — and the corresponding...

**Building with Three Business Centers**

Beginning your USANA business with three Business Centers is essentially the same as beginning with one, only now you have two Business Centers to place new Distributors under (see Figure B). Once you have your four first-level Distributors in position, you may begin to build

**Figure B**



Business Centers 002 and 003 in the same way that you would build Business Center 001 if you had started with only one Business Center. The advantage of the three Business Center approach is that you will build two Business Centers and be paid on three (001, 002, and 003). If you plan to build a large USANA business, you will maximize your earnings potential by starting with three Business Centers.

**Earning Commissions from Your Business Centers**

As your organization begins to grow, Group Sales Volume (GSV) will accumulate. To begin to receive a commission from this volume, you must be an active Distributor accumulating at least 100 PSV in your 001 every four-week rolling period, and each side of your Business Center must reach a minimum cumulative GSV (see Weekly Commission Payout Schedule, Figure C). You must also meet the sales requirements stipulated in your Distributor Agreement.

**Figure C**

Weekly Commission Payout Schedule			
Group Sales Volume Points	Commission Points	Approximate Payments Paid*	
Left Side	Right Side		
250	250	40	HK\$ 207
500	500	100	HK\$ 788
1,000	1,000	200	HK\$ 1,534
2,000	2,000	400	HK\$ 3,072
3,000	3,000	600	HK\$ 4,608
4,000	4,000	800	HK\$ 6,144
5,000	5,000	1,000	HK\$ 7,680

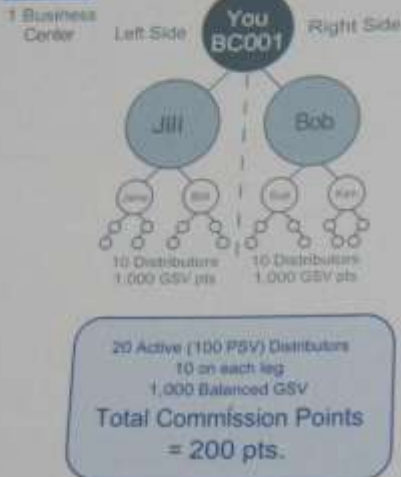
\*Commission Points will be denominated in Distributor's local currency according to the rate specified by USANA.

**Calculating Commissions**

Commissions are awarded in commission points, which are converted to the Distributors' local currency. When both the left and right sides of your Business Center have achieved 250 points in GSV, you will earn 40 commission points. When both the left and right sides of your Business Center have achieved 500 points in GSV, you will earn 100 commission points. When both the left and right sides of your Business Center have achieved 1,000 points in GSV, you will earn 200 commission points and so forth, as shown in the Weekly Commission Payout Schedule. Remember, in calculating commissions we don't count levels, we count only point volume. For example, if Jill and everyone under Jill generated 2,000 points in Sales Volume (left side) and Bob and everyone under Bob generated 2,000 points in Sales Volume (right side) during a single week, you would earn 400 commission points, regardless of the level in your organization at which this volume occurred. If your goal in USANA is to earn 1,000 commission points a week, you will need to build both a left and a right side that are generating 5,000 points a week in Sales Volume. This would earn you 1,000 commission points a week. Commissions are calculated and paid weekly, so Distributors in your organization are rewarded for their success almost immediately. This single feature of the USANA Cellular Compensation Plan will do wonders to keep your Distributors motivated and working toward continued success. In traditional network marketing 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. The USANA system for getting money into our new Distributors' hands as quickly as possible will do more than anything else to keep them moving forward to even greater levels of success and achievement. With USANA, commissions are paid each week on Balanced Volume. This means that if the volumes on each side of your Business Centers are unequal, you will be paid

the commission that corresponds to the GSV of the side with the lesser volume. Extra volume (up to 5,000 points per leg) in either leg is carried over for use in the following week. For example, if you have generated 500 points in GSV on the left side of your Business Center and 700 points on the right side, you will be paid commission on the 500 points (or 100 commission points). The following week, you will begin with 200 carryover points in GSV on your right side. Then, as soon as you generate another 500 points on your left side and 300 points on your right side, you will earn another 100 commission points.

**Figure D**



### Income Comparison of One Versus Three Business Centers

Assume that your Business Center (including your own) in Figure D is active and has generated sales volume worth 100 points in PSV within the current week. In this example, you have 10 Business Centers on each side, each generating 100 points in PSV. That is a total of 1,000 points in GSV on your left side and 1,000 points in GSV on your right. According to your Commission Payout Schedule, your highest balanced GSV is 1,000 on each side, which would earn you a commission of 200

To keep multiple Business Centers active, you must produce at least 200 points in PSV every four weeks. With three Business Centers (bottom of Figure D), you build balanced legs on two Business Centers and earn commissions on three. Your 002 and 003 Business Centers would each have 500 points in GSV on the left side and 500 points in GSV on the right. According to the Weekly Commission Payout Schedule, the highest balanced GSV is 500, earning you 100 commission points for the week in the 002 and 003 Business Centers. Your 001 Business Center would earn the same 200-point commission as before. That is a 400-point commission for you — twice the commission for the week from 20 Business Centers generating 2,000 points in GSV.

### Carryover Volume

Assume that your Business Center (including your own) in Figure E is active and has generated 100 points in PSV within the current week. In this example, you have 14 Business Centers on each side, each generating 100 points in PSV. That is a total of 1,400 points in GSV on your left side and 1,400 points in GSV on your right. Your own PSV counts toward the GSV of your upline. According to the Commission Payout Schedule, your highest balanced GSV is 1,000 on each side, which would earn you a commission of 200 points for the week. The extra GSV must carry forward, and you would start the next week with 400 points in GSV on your left side and 400 points on your right side.

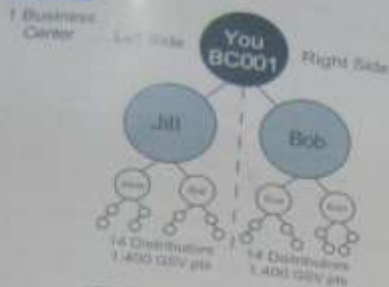
To keep multiple Business Centers active, you must produce at least 200 points in PSV every four weeks. With three Business Centers (bottom of Figure E), you build balanced legs on two Business Centers and earn commissions on three. Your 002 and 003 Business Centers would each have 700 points in GSV on the left side and 700 points in GSV on the right. According to the Weekly Commission Payout Schedule, the highest balanced GSV is 500, earning you 100 commission points for the week in the 002 and 003 Business Centers. Your 001 Business Center would earn the same 200-point commission as before. That is a 400-point commission for you — twice the commission for the week from 28 Business Centers generating 2,800 points in GSV. Plus, the extra Sales Volume in each Business Center would carry forward.

### Keeping Your Business Center(s) Active

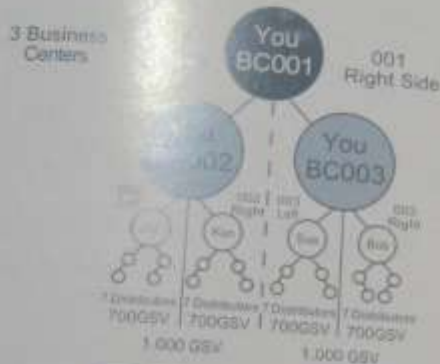
To receive commissions in the USANA Cellular Compensation Plan, you must keep your Business Center(s) active by achieving a minimum PSV requirement. To keep one Business Center active, you must achieve a PSV of at least 100 points during each four-week rolling period. To keep two or more Business Centers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



**Figure E**



28 Active (100 PSV) Distributors  
 14 on each leg  
 1,000 Balanced GSV  
 (1,000 Highest balanced GSV)  
 Party over = 400 left, 400 right  
**Total Commission Points  
 = 200 pts.**



28 Total Distributors, 7 on each leg  
 1,000 Balanced GSV BC 001 earns 200 pts  
 500 Balanced GSV BC 002 earns 100 pts  
 500 Balanced GSV BC 003 earns 100 pts  
**Total Commission Points  
 = 400 pts.**

**IMPORTANT:** If you begin your business with three Business Centers, you are not required to achieve 200 points in PSV from the very beginning. Even though you have three Business Centers, you may choose to concentrate on building Business Center 001 early on. Therefore, you can qualify for commissions on this Business Center with 100 points in PSV. As soon as you want to start qualifying for commissions on Business Centers 002 and 003, you can do so by upgrading your PSV to 200 points for each four-week rolling period. Understand, however, that volume in Business Centers 002 and 003 will not begin to accumulate until you have qualified to receive commissions on three centers

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

**Four-Week Rolling Period**

**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.

**Autoship Convenience and Peace of Mind Plus a 10% Discount**

As a convenience and benefit to you, USANA offers all Distributors and Preferred Customers the opportunity to take advantage of its Autoship Program (your subscription to health). The Autoship Program helps increase your potential by ensuring that you have a minimal inventory from which to resell products. To take advantage of the Autoship Program, simply complete an Autoship Form, specifying the products and sales tools you would like to automatically receive every four weeks and the company will ensure that your order is filled and ready for you to pick-up at Product Pickup Center of the store, or product can be shipped directly to your home or other place of business. (To track your Autoship, use the Four-Week Rolling Period Calendar in your BDS.) Autoship requests will always be available at the Pickup Center or shipped regardless of whether the Distributor has placed additional orders throughout the month. Over 90% of all Distributors earning commissions in USANA are enrolled in the Autoship Program. Fill out the Autoship Form today.

Please Note: You may not return product previously certified as sold. You must cancel your participation in the Autoship Program if you do not sell or personally consume at least 70% of each previous order.

**Preferred Customer**

Another way to accumulate Group Sales Volume (GSV) is by adding Preferred Customers to the left and right of your Business Centers. Preferred Customers are able to order USANA products at wholesale or Autoship prices, but they do not earn commissions. Although you do not earn retail commissions from the orders of Preferred Customers, their orders earn points, which are added to your GSV total for the side in which they are placed (left or right).

**Re-Enter with a New Business Center**

When you maximize a Business Center (by generating 5,000 points in GSV on both the left and right sides of the Business Center), you will be issued an electronic Re-Entry Certificate in your account. You can receive a maximum of two Re-Entry Certificates for each Business Center. The Re-Entry Certificate will allow you to begin another Business Center at the bottom of your organization. This allows you to help others in your sales organization by being involved at a deeper level. Once you establish where you want to re-enter with another Business

Center (see Figure F), the next step is to send a written request to place the new Business Center to Distributor Services with placement information. You may place a new Re-Entry at the bottom of any leg. Re-Entry Certificates will not expire. Your first two Re-Entries earned may be placed at the bottom of any leg in your distributorship. Subsequent Re-Entries must be placed with at least ten active Distributors. 001 Business Centers between the Re-Entry and any other personal Business Center. For purposes of Re-Entry placement, an active Distributor is defined as a Distributor that is qualified to earn commissions.

Figure F



You can then activate the new Business Center by generating 200 points in PSV, as indicated in Step #1. (This must be in addition to the 100 or 200 points in PSV required to have the existing Business Center(s) active during the four-week rolling period.) You must attach the written request to a Product Order Form. Once you have activated your new Business Center, you can keep it and all other Business Centers active during the rolling period by generating 200 points in PSV. Regardless of the number of Business Centers you have, your PSV requirement will never exceed 200 points. With this new Business Center activated, you can begin building an organization of Distributors under it. When you have achieved 5,000 points in GBV in one pay period on each side of this new Business Center, you will receive a Re-Entry Certificate to begin still another Business Center. Because you can receive two Re-Entry Certificates for each new Business Center, there truly is no limit to the number of Business Centers you can have in your organization. You are limited only by your efforts and your ability and desire to fund financial security for yourself and your family. Because you own each new Business Center and earn commissions not only for itself, but also for all the Business Centers you may have upline from the new one, developing new Business Centers strengthens your downline organization.

#### Moving a Re-Entry

Once a Re-Entry has been placed it may not normally be moved. However, USANA reserves the right to allow placement changes provided that the Business Center has had no activity (ship 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.

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## PaceSetter & Leadership Advancement

USANA has created the PaceSetter program and leadership levels to help direct your short-term goals. These milestones help you measure your progress as you work toward your ultimate goals.

### PACESETTER PROGRAM

A Distributor has the opportunity to qualify for USANA's PaceSetter program, which allows him or her to maximize potential Matching Bonus earnings. PaceSetter status is determined by the number of Distributors he or she sponsors and Sales Volume Points (SVP) they generate during his or her first eight weeks.

#### PREMIER PLATINUM PACESETTER REQUIREMENTS

Within eight weeks of enrollment, generate 1,800 SVP from four or more personally sponsored Distributors

#### PREMIER PACESETTER REQUIREMENTS

Within eight weeks of enrollment, generate 800 SVP from two or more personally sponsored Distributors

#### ANNUAL OPPORTUNITY

While Premier status offers lifetime benefits, an annual opportunity is available for Distributors who do not achieve Premier status. Eight weeks after enrollment and subsequently every year on their enrollment anniversary, Distributors are given eight weeks to qualify as Platinum PaceSetters or PaceSetters.

### LEADERSHIP ADVANCEMENT

Each leadership level is earned as you produce specific volume requirements. The levels of leadership are defined in the chart below. Upon reaching the next level, you will receive a pin. Once you advance to a new level, you will not participate at the lower level again.

SHARER	250 Group Sales Volume (GSV) on left and right leg
BELIEVER*	500 GSV on left and right leg
BUILDER	1,000 GSV on left and right leg
ACHIEVER	2,000 GSV on left and right leg
DIRECTOR	3,000 GSV on left and right leg
BRONZE DIRECTOR	4,000 GSV on left and right leg
SILVER DIRECTOR	5,000 GSV on left and right leg
GOLD DIRECTOR	Max out the same Business Center for 4 consecutive weeks
RUBY DIRECTOR	Max out any two Business Centers for 4 consecutive weeks
EMERALD DIRECTOR	Max out any three Business Centers for 4 consecutive weeks
DIAMOND DIRECTOR	Max out any four Business Centers for 4 consecutive weeks
ONE-STAR DIAMOND	Max out any five Business Centers for 4 consecutive weeks
TWO-STAR DIAMOND	Max out any six Business Centers for 4 consecutive weeks
THREE-STAR DIAMOND	Max out any seven Business Centers for 4 consecutive weeks
FOUR-STAR DIAMOND	Max out any eight Business Centers for 4 consecutive weeks
FIVE-STAR DIAMOND	Max out any nine Business Centers for 4 consecutive weeks
SIX-STAR DIAMOND	Max out any ten Business Centers for 4 consecutive weeks
SEVEN-STAR DIAMOND	Max out any eleven Business Centers for 4 consecutive weeks
EIGHT-STAR DIAMOND	Max out any twelve Business Centers for 4 consecutive weeks
NINE-STAR DIAMOND	Max out any thirteen Business Centers for 4 consecutive weeks
TEN-STAR DIAMOND	Max out any fourteen Business Centers for 4 consecutive weeks
ELEVEN-STAR DIAMOND	Max out any fifteen Business Centers for 4 consecutive weeks

\*Once you advance to the Believer level, you will not participate in the Sharer level commission again.

# USANA公司政策及程序

目錄	19
第一條	19
訂貨	19
1.1 訂貨	19
1.2 訂貨資料	19
1.3 取消	19
1.4 取消及取消的可分部分	19
1.5 保留下機或購買其他產品	19
1.6 修改之要求	19
1.7 自行交收	19
1.8	19
第二條	19
如何成為直銷商	19
2.1 成為USANA直銷商的條件	19
2.2 直銷商創業計劃	19
2.3 直銷商證明及編號	19
2.4 臨時登記成為直銷商	19
2.5 直銷商利益	20
2.6 每年延遲直銷商待遇	20
第三條	20
如何經營USANA直銷業務	20
3.1 直銷商成員的行為	20
3.2 遵守USANA「經銷式獎勵計劃」	20
3.3 廣告	20
3.3.1 格式	20
3.3.2 電視及廣告媒體	20
3.3.3 傳單查詢	20
3.3.4 宣傳政策及授權	20
3.3.5 直銷商姓名、照片及肖像	21
3.3.6 宣傳價格	21
3.4 直銷商的聲明及陳述	21
3.4.1 有關產品的聲明	21
3.4.2 有關收入的聲明	21
3.4.3 賠償	21
3.5 商業關係點	21
3.6 未經許可的授權	21
3.6.1 禁止協議會決的授權活動	22
3.6.2 下線組織報告	22
3.7 個人資料及私隱權	22
3.7.1 個人資料	22
3.7.2 把個人資料轉讓給第三者	22
3.7.3 直銷商取用個人資料	22
3.8 有關公司、合夥經營及信託	22
3.9 欺詐行為	23
3.10 獨立承包商地位	23
3.11 保險	23
3.11.1 企業保險	23
3.11.2 產品賠償保險	23
3.11.3 風險管理	23
3.12 國際業務	23
3.13 遵守法律及條例	23
3.14 單一直銷商會籍	23
3.15 撤回重新包裝及重新標籤	23
3.16 出售或轉讓直銷商會籍	23
3.17 分析直銷商經營會籍	24
3.18 繼承權	24
3.19 稅務	24
3.19.1 收入稅款	24
3.20 電話及電子郵件	24
3.21 地區限制	24
3.22 商品陳列會及展覽會	24
3.23 轉投另一保薦人	24
3.23.1 保薦衝突	24
3.23.2 更改位置	24
3.23.3 轉投到另一保薦人的組織經營業務	24
3.23.3	25
第四條	25
直銷商及保薦人的責任	25
4.1 持續監督、培訓及銷售	25
4.2 不應應酬	25
4.3 延遲遞交申請表及訂單	25
4.4 舉報違反政策情況	25
4.4	25

第五條	25
銷售規則	25
5.1 銷售產品	25
5.2 零售客戶的銷售	25
5.3 禁止訂購過量貨品	25
5.4 客戶存款	25
第六條	25
紅利及獎金	25
6.1 紅利及獎金資格	25
6.2 調整紅利及獎金	25
6.3 賺取紅利的權利	25
6.4 個人儲蓄的佣金及費用款項	25
第七條	25
產品保證、退貨及點購政策	25
7.1 貨物及保單保證	25
7.2 三十天退貨政策	25
7.2.1 零售客戶	25
7.2.2 直銷商客戶	25
7.2.3 直銷商	25
7.3 保單及保單款	25
7.4 保單及保單程序	25
第八條	25
解決爭議	25
8.1 直銷商與公司的爭議	25
8.1.1 直銷商與公司	25
8.1.2 直銷商與公司	25
8.2 直銷商與直銷商之間的爭議	25
8.3 直銷商與直銷商	25
第九條	25
訂貨	25
9.1 訂貨計劃	25
9.2 「自動訂貨計劃」	25
9.3 新訂貨條款	25
9.4 訂購USANA產品	25
9.5 日後交付訂貨政策	25
9.6 付運貨品出現差異情況	25
9.7 提取貨品政策	25
第十條	25
付款及付運貨品	25
10.1 付款方式	25
10.2 帳戶透支或信用卡簽帳被拒問題	25
10.3 「自動訂貨計劃」	25
第十一條	25
直銷商服務	25
11.1 更改直銷商會籍資料	25
11.1.1 一般情況	25
11.1.2 增添聯名申請人	25
11.2 下線組織報告及佣金結單	25
11.2.1 下線組織報告	25
11.2.2 佣金結單	25
11.3 錯誤或疑問	25
11.4 解決疑問	25
第十二條	25
不活躍業務及終止協議政策	25
12.1 不活躍業務	25
12.2 由USANA公司終止協議	25
12.3 以書面形式終止協議	25
12.4 終止協議的後果	25
第十三條	25
釋義	25

第一條	25
1.1 直銷商	25
(更新到2)	25
USANA的直銷商	25
(Distributor)	25
之政策及程序	25
知悉及根據	25
本政策及程序	25
1.2 目的	25
訂立「直銷商	25
- 清楚	25
- 訂立	25
- 協議	25
1.3 修訂	25
USANA	25
(Policies)	25
Compens	25
會在US	25
發給直銷	25
1.4 延遲	25
如發生	25
工爭議	25
短缺或	25
及未備	25
1.5 政	25
USA	25
實施	25
銷商	25
有效	25
1.6	25
條款	25
協議	25
1.7	25
在任	25
直銷	25
判	25
行	25
免	25
指	25
1.8	25
在	25
關	25
第	25
2.	25

第一條 — 政策及程序  
1.1 「直銷商政策」內列明的政策  
(更新於2010年6月23日)

USANA的公可政策及程序，不論如何有或由USANA公司下修訂的條款，均包括入USANA「直銷商協議」(Distributor Agreement)內。每一位直銷商對最新修訂之政策及程序均有責任閱讀、理解、遵守及確保他/她熟悉及理解其營運業務。

1.2 目的

- 訂立「直銷商協議」的目的是
- 清楚界定USANA公司和獨立直銷商之間的關係；
  - 訂立商業行為標準；
  - 協助直銷商建立及保障其事業。

1.3 修訂資料 (更新於2010年6月23日)

USANA公司將即時修訂「直銷商協議」、政策及程序(Policies and Procedures)、「細胞式獎勵計劃」(Cellular Compensation Plan)及目錄表中的條款及細則。有關修訂會在USANA公司網頁會議上作正式公佈後，或透過郵寄給直銷商的修訂通知單通知直銷商後，即時生效。

1.4 延誤

如發生非USANA公司所能控制的情況，例如罷工、勞工爭議、暴動、騷亂、火災、死亡、若干供應來源出現短缺或中斷、香港政府頒布禁令等，引致任何延誤及未能履行責任，USANA公司概不負責。

1.5 政策及程序的不可分割性

USANA公司有權修訂或刪除任何失效、不合法或無法實施的現有及可修訂條款。只有該等失效的條款會在直銷商協議中被刪除；其餘的條款及規定將繼續維持全部有效及可予以執行。

1.6 標題不構成實質條款內容

條款中的標題僅作參考用途，並不構成或解釋為直銷商協議中各條款的實質內容。

1.7 條款之寬免

在任何情況下，USANA公司均保留要求其直銷商遵守直銷商協議或任何監管商業行為的任何法例及規則的權利。只有在極罕見的情況下，USANA公司才會放棄執行某項政策。倘若USANA公司決定就某項政策給予寬免，公司將會通知有關直銷商，而該寬免將只適用於該指定的情況。

1.8 自行決策

在處理有關法律或財務等事宜時，直銷商應自行尋求有關專業意見，不應倚賴USANA公司的建議。

第二條 — 如何成為直銷商

2.1 成為USANA直銷商的條件

- 已年滿18歲，並根據法律已屬成年人；

- 擔任及USANA公司獲批准經營業務的地區；
- 精心閱讀USANA公司的政策及程序，以及「細胞式獎勵計劃」；
- 向USANA公司遞交已簽署的「直銷商申請表及協議書」正本；
- 提供正確及有效的通訊地址及聯絡電話；
- 以多層次價格購買「直銷商創業套裝」(Business Development System)並供不存貨的情況下執行；
- 擁有有效香港身分證，商業登記證或工作通行證。

USANA公司保留權利拒絕任何理由接受或拒絕申請的權利。

2.2 直銷商創業套裝

任何人均無需一定購買USANA產品，亦可成為直銷商。但為使新直銷商熟悉USANA公司的產品、服務、銷售技巧、轉銷品及其他有關事項，USANA公司要求每位新直銷商購買「直銷商創業套裝」(法例不容許可的情況下除外)。若直銷商如其直銷商會籍，USANA公司將會向他/她提供任何轉售的套裝。

2.3 直銷商證明及編號

USANA公司要求直銷商於遞交「直銷商申請表及協議書」時，同時遞交香港身分證、商業登記證或工作通行證副本。USANA公司只會利用以上資料處理稅務事項。

在USANA公司收到及接納直銷商的申請表及協議書正本後，USANA公司會發給該直銷商一張獨一無二的直銷商號碼(DN)。直銷商每次致電USANA直銷服務熱線或訂貨熱線發出訂單或查詢價目和紅利時，都必須提供此號碼以便查閱和核對身份。

2.4 臨時登記成為新直銷商 (更新於2010年6月23日)

申請人必須向USANA公司提供登記新直銷商會籍所需的一切資料，包括供不取費的，申請人的身份證明文件複印本，及已填妥及簽署的「直銷商申請表及協議書」(以下統稱「登記文件」)。

新直銷商的臨時編號及暫准身份將維持21天，以待USANA公司正式收到所有登記文件。若直銷商未能在21天內向USANA公司遞交所有登記文件，USANA公司將保留刪除該臨時直銷商身份或停止向該臨時直銷商發放業務佣金之權利。當USANA公司收到所有登記文件，即會分配一個永久直銷商編號給申請人，並將原先批准的直銷商會籍(Distributorship)的有效期限延長為一年。

2.5 直銷商的利益

當USANA公司正式接納直銷商的申請表及協議書後，新直銷商即可享受「細胞式獎勵計劃」及「直銷商協議」中的權益。當中包括：

- 以自動撥款(自動訂貨)購買USANA公司的產品及服務。
- 參加USANA公司的「細胞式獎勵計劃」(而在符合資格的情況下賺取佣金和紅利)。
- 保薦(Sponsor)其他人成為優惠客戶(Preferred Customer)或直銷商，從而建立其下傳網絡，並透過USANA「細胞式獎勵計劃」發展業務；
- 獲取USANA公司的資料和通訊；
- 參加USANA公司贊助的支援、服務、培訓、激勵和獎勵或網絡活動(如有需要，需繳付適當費用)；
- 參加由USANA公司所舉辦的獎勵推廣及獎勵計劃；
- 零售USANA公司的產品及服務、賺取利潤；
- 保留直銷商會籍，依據「細胞式獎勵計劃」賺取收入或接受任何「直銷商協議」所賦予的利益等行為，均視為自動接受直銷商申請表及協議書、及本政策及條款所載的條文與其後一切有關修訂。

### 2.6 每年延續直銷商會籍

USANA公司將每年向直銷商收取港幣150元延續會籍費(此費用可隨時更改，而不需另行通知)。USANA公司會於直銷商的一年會籍期滿時，自動從直銷商向USANA公司填報用作自動訂貨繳款的信用卡或銀行戶口中收取有關費用。若直銷商在USANA公司並沒有信用卡或銀行戶口記錄，您必須依時把延續會籍費用親身交予USANA香港辦事處。每年的延續直銷商會籍費用將可：

- 自動獲安排續訂USANA公司刊物；
- 延續您的直銷商協議(表示您接受並承諾會完全遵辦USANA「程序與政策」最新修訂版本內的一切條款)及保持進行保薦之權利；
- 繼續享有參與「細胞式獎勵計劃」；購買USANA產品；享用USANA服務支援；參與公司推廣、競賽、表揚活動；及參與公司活動的權利。

## 第三條 — 如何經營USANA直銷業務

### 3.1 直屬家庭成員的行為

直銷商的任何直屬家庭成員如參與任何活動，而若該活動由直銷商本人參與會導致違反「直銷商協議」，則該活動將被視作直銷商本人違反「直銷商協議」處理。

### 3.2 遵守USANA「細胞式獎勵計劃」

直銷商必須遵守USANA公司刊明有關「細胞式獎勵計劃」的全部條款。直銷商不得擅自通過其它銷售計劃、或者任何未經批准的營銷方法，或者將USANA公司計劃同其它計劃相組合的方法向外推廣USANA公司的直銷計劃。直銷商不得要求或者鼓勵現任或準優惠顧客和直銷商，以任何違反USANA公司在正式資料中所公布之計劃原意的方式加入USANA公司直銷。直銷商亦不得要求或鼓勵其他現任或有可能成為優惠客戶或直銷商人士簽署任何USANA公司正式協議或合約以外的協議或合約，以便使他/她們成為USANA直銷商。同樣，直銷商不得要求或鼓勵任何現任或有可能成為準優惠客

戶或直銷商的人士，向任何人或任何其他團體提供或協助其公司正式商業資料內建議或列明有關推廣USANA產品或服務之款項則不在此限。

### 3.3 廣告

#### 3.3.1 概括

在促銷和推廣USANA公司、USANA機會、「細胞式獎勵計劃」、和USANA產品的過程中，直銷商必須遵守不誠實的、欺騙的、誤導的、非法的、不道德的或非法。

只有黃金董事(Gold Director)或以上級別的直銷商才可自己制定廣告、市場推廣及輔助資料。USANA公司、USANA所提供的業務機會、「細胞式獎勵計劃」及USANA產品。

其他直銷商可許使用USANA公司編製或現已批准使用的輔助資料、廣告、銷售、市場推廣及輔助資料包括傳單、信、培訓及招募資料、商品目錄、小冊子、宣傳單、海報、明信片、信件、分類廣告、傳單、廣告、錄音帶、錄音帶和互聯網頁等用以宣傳USANA產品、服務及「細胞式獎勵計劃」。

任何黃金董事或以上級別的直銷商，如欲自行編製廣告及市場推廣材料，必先將資料送交USANA公司審核。直銷商自行編製的所有材料必須事先獲得USANA公司批准，方可用作推廣他/她的業務或向其他人推廣USANA業務機會。在收到建議的推廣材料後，USANA公司將審核有關資料，並決定其方式內容是否適合進行推廣。USANA公司將收取行政費用以作審核有關資料之用。

USANA公司會儘快通知該黃金或以上級別董事，如果已批准或拒絕批准使用有關資料，以推廣及支持他/她的USANA業務活動。黃金或以上級別的董事只可以進行USANA公司明確批准的銷售、市場推廣及輔助資料。直銷商不得透過出售已獲USANA公司批准使用之一切資料賺取利潤。直銷商必須確保所有獲批准使用之資料為最新版本。USANA公司保留取銷或撤回任何宣傳資料之批准權利，而直銷商亦必須自動放棄追討任何因該直銷商所引致的損失賠償，或任何形式之賠償。

#### 3.3.2 電視及電台媒體

根據條款第3.3.1條，直銷商不可在電視及電台上進行宣傳，獲USANA公司書面明確批准者除外。

#### 3.3.3 媒體查詢

為確保公眾能夠獲得正確及一致無誤的資料，直銷商必須把所有關於USANA公司的媒體查詢轉介USANA總部處理。

#### 3.3.4 註冊商標及版權

- 直銷商不得直接或間接使用USANA公司的註冊商標或商業名稱或公司標誌，以推廣個人獨立業務。

「細胞式獎勵計劃」，在USANA  
直銷產品或文件的

「細胞式獎勵計劃」  
直銷商必須遵守  
道德的行為規

直銷商不得  
以推廣  
細胞式獎勵計

已批准使  
及輔助資  
、小冊  
、電影  
USANA產

直銷商  
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A公司  
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直銷商  
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相反，直銷商不得使用「USANA獨立直銷商」  
(Independent USANA Distributor) 或義舉推廣業  
務。直銷商不得在USANA公司網站有關標誌，以供  
製作用途。

- 直銷商可在其宣傳的商業名單中登記為「USANA  
獨立直銷商」。
- 直銷商在接聽電話時，不得以任何形式或暗示家  
電器已歸屬於USANA公司的辦事處；
- 直銷商不得直接或間接記錄或複製任何USANA公  
司舉辦的企業活動、會議、演講等內容；
- 直銷商不得直接或間接記錄、複製或轉售任何  
USANA公司發言人、代表、講者、行政人員、業  
務或其他直銷商的簡歷或演說；
- 直銷商不得直接或間接複製或轉售任何USANA公  
司製作的CD或雷射光碟(VCD)內容；
- 直銷商不得在未經USANA公司及/或個別與  
USANA公司有權人士的書面同意前，以任何書寫  
或電子媒體形式、直接或間接刊登或導致刊登該等  
人士的姓名、照片或類似材料、或持有版權的材料  
或財產；
- 直銷商不得在未經USANA公司的書面同意前，  
以任何書寫或電子媒體形式、直接或間接刊登或導  
致刊登USANA公司持有版權的材料或財產；
- 直銷商不得在未經USANA公司書面同意前，  
以任何書寫或電子媒體形式、直接或間接刊登或導  
致刊登USANA公司持有版權的材料或財產；

### 3.3.5 直銷商姓名、照片及肖像

直銷商同意在宣傳、推廣及發表有關USANA所提供  
的業務機會或產品，或任何有關USANA或由USANA  
舉辦的活動上，使用他/她的姓名、見證(或其他有關  
USANA產品及其提供的業務機會的陳述，不論是文字  
或影音形式，包括其翻譯、段落及電子複製版本)、  
及照片或肖像(以攝影、數碼、電子、錄像或影片形式  
製作或記錄)。

### 3.3.6 宣傳價格

直銷商不可自行編製宣傳或廣告單張，並以低於  
USANA自動訂貨價、付運費及稅收禮和之價格出售  
USANA產品。

## 3.4 直銷商的聲明及陳述

### 3.4.1 有關產品的聲明

USANA直銷商不得聲稱USANA產品具有治療或藥用  
功效，除非該等功效已在USANA公司正式推廣資料中  
清楚列明。所有直銷商尤其不得聲稱USANA產品在某  
方面具有治療、治療、診斷、舒緩或預防任何疾病或有  
醫藥等效力。該等聲明可被視作醫療或藥物聲明。該  
等聲明不僅會被視為違反「直銷商協議」，更可能違反  
USANA公司在美國、加拿大及其他經營業務地區的司  
法管轄區的法例及規例。

### 3.4.2 有關收入的聲明

在介紹或討論USANA公司所提供的業務機會、或「細  
胞式獎勵計劃」時，直銷商不得作出任何收入的陳述  
或聲明，或誇稱他們在USANA公司的收入(包括獎金及  
任何佣金)不受此限。

### 3.4.3 賠償

當直銷商使用任何並非由USANA公司之正式資料宣  
傳USANA產品、服務及「細胞式獎勵計劃」，直  
銷商必須對自己作出之一切有關USANA產品、服務  
及「細胞式獎勵計劃」之口頭或書面陳述負責。直銷  
商同意並承諾保障及賠償USANA公司因直銷商作出任  
何上述行為，包括法律訴訟所需的一切費用。此條款於「直  
銷商協議」終止後繼續有效。

### 3.5 商業銷售地點

直銷商只可以在指定的商業銷售點陳列及銷售USANA  
產品。該等銷售點是主要倚靠專業服務作為收益的基本  
來源，而銷售產品只屬其輔助收益來源。公司認可可以  
提供服務為主導的商業銷售點，包括但不限於：健康中  
心、美容院、醫務所；公司不認可可以銷售產品為主  
導的商業銷售點，包括但不限於：零售店、拍賣網站  
(例如：eBay及淘寶網)及藥房。任何直銷商知悉下提供  
USANA產品予第三者，讓其於未經認可的商業銷售點  
轉售以賺取利潤，即屬違反USANA公司之政策。

### 3.6 未經許可的招徠

USANA直銷商可參與其他網絡行銷計劃，及同時從事  
USANA公司以外的產品及服務的銷售工作。但直銷商  
不可涉及任何未經許可的招徠活動，包括：

- 直接或經第三者招募或招徠USANA顧客或直銷商加  
入其他網絡行銷公司。這包括但不限於：直接或  
協助介紹其他網絡行銷公司于任何USANA優惠客  
戶或直銷商；以明示或暗示方式鼓勵任何USANA  
優惠客戶或直銷商加入其他網絡行銷公司；直銷商  
若招募或招徠USANA顧客或直銷商加入其他網絡  
行銷公司，即使未知悉他/她亦是USANA顧客或直  
銷商，該直銷商亦即違反此條例；
- 為其他網絡行銷公司製作任何形式的推廣資料、錄  
影帶、錄音帶、或其他宣傳材料，以供直銷商或第  
三者作招募USANA直銷商或優惠客戶之用；
- 向USANA直銷商或優惠客戶、銷售或推廣任何與  
USANA產品或服務屬相同類別及具競爭性的產品  
或服務(例如：任何營養補充品和USANA營養補充  
品屬相同類別的即為具競爭性，不論雙方於價格、  
品質、用料或營養成份上存有不同)；
- 在提供USANA的產品，或推廣USANA「細胞式獎  
勵計劃」時，同時推廣其他非USANA公司產品、  
計劃或獎勵；
- 於任何USANA會議、講座、發佈會、年會或其他  
USANA活動上，於提供USANA公司的產品或業務

計劃時，同時推廣其他非USANA公司產品或業務機會。

- 不得在USANA公司舉辦的會議或活動後14天內，探訪由同一名直銷商訪問出該該會議的人士或為USANA直銷商或潛在客戶，或加入其他網絡行銷公司，除非及直至已獲得通知他/她已決定不會自己登記成為USANA直銷商；而訪問其出席者亦表明不會探訪他/她加入USANA，任何違反此條文的直銷商，USANA公司將立即取消其直銷商資格，違反此條文將嚴重影響其他USANA直銷商及USANA公司業務發展及銷售額；
- 直銷商可在不參與競逐USANA的領袖紅利(Leadership Bonus)及菁英紅利(Elite Bonus)的情況下，直接或間接以任何形式參與，包括但不限於經營、保薦直銷商、接受獎勵或在法律上或衡平法上以遺產、合夥、股東、受託人或受益人身份於其他網絡行銷公司經營業務；
- 不論基於任何意圖或目的，若直銷商在競逐USANA領袖紅利或菁英紅利的同時，經營其他網絡行銷公司的業務，即屬嚴重違反USANA公司之「直銷商協議」；
- 所有直銷商無論以任何形式經營其他網絡行銷公司的業務，均不可接觸機密的顧客的個人資料，包括但不限於USANA公司下線管理系統(DLM)內的顧客名單。

### 3.6.1 終止協議書後的招攬活動

終止協議後之USANA前直銷商不得在協議終止期未滿一年的情況下直接地，或者通過第三者招攬USANA公司的任何直銷商或優惠顧客加入其他網絡行銷公司或參與其業務計劃。直銷商在退出USANA後的一年中，都有責任遵守這項條款。

### 3.6.2 下線組織報告(Genealogy Report)

USANA公司的下線組織報告是絕對保密的資料，其內容包含專利商業秘密及貿易秘密。直銷商不得使用該等報告作為發展USANA業務以外的用途。直銷商若加入其他網絡行銷公司，將不被允許取得下線組織報告。直銷商及USANA公司雙方同意，除非承諾保守這項報告的機密並不向外公開，否則USANA公司拒絕向直銷商提供下線組織報告的內容。於直銷商協議履行期間，或當直銷商與USANA的協議終止或屆滿的五年內，直銷商不可以其個人名義，或以其他人、合夥人、協會、公司或其他單位的名義：

- 向第三者披露任何下線組織報告的內容；
- 使用該等報告與USANA公司進行競爭；
- 招募或者引誘報告中所列名單中的優惠顧客或者直銷商參與其它網絡行銷公司業務。

本條款於「直銷商協議」終止或屆滿後仍具約束力。

## 3.7 個人資料及私隱權

### 3.7.1 個人資料

直銷商可能需要不時向USANA公司提供與您的直銷商

有關，或用於在中國境內有關的個人資料，以進行下列用途，或等用途包括：

- 處理您的直銷商申請；
- 編製下線組織報告；
- 提供直銷商服務，例如規劃、創業及銷售獎勵計劃及培訓課程；
- 管理直銷商福利；
- 制訂及推行政策、直銷計劃及策略；
- 在USANA通訊、推廣材料及相關內閣通訊中提供有關個人資料；
- 提供參考資料；
- 遵守所有適用法例及就任何政府或警方調查提供協助；
- 其他直銷商上述各項有關的其他用途。

### 3.7.2 把個人資料傳遞給第三者

在適用法例所規定條款的許可下，USANA公司可將您的個人資料傳遞給下列第三者：

- USANA公司及其本地和國外聯營公司的聯屬、董事、經理、代理人、承包商、供應商、賣家或其他為USANA公司或其聯營公司提供管理、廣告、印刷、法律、會計的第三者，包括但不限於直銷中心、直銷培訓師、醫生、受託人、保險公司、精算師、USANA公司或其聯營公司委任負責規劃、提供、或管理直銷商福利的任何顧問/代理人；
- 向USANA公司尋求參考資料的人士或機構；
- 在香港或其他地區的任何政府部門，或其他適當政府、警務或監管機構，例如，但不僅限於稅務局。

### 3.7.3 直銷商取用個人資料

根據《個人資料(私隱)條例》，您有權向USANA公司要求及索取公司所存儲的有關您的個人資料，並更改任何不正確的資料(被豁免的資料外)。您亦可要求USANA公司向您說明由公司經常保存的個人資料類別。如欲申請取用及更改個人資料，或查詢有關USANA公司在個人資料方面所採用的政策及慣常處理方法，應以書面聯絡USANA公司客戶服務部。

## 3.8 有限公司、合夥經營及信託

有限公司、合夥企業、信託(以下統稱為「業務組織」)只要遞交其公司註冊證書、合夥企業協議書，或信託文件(以下統稱為「業務組織文件」，連同已填妥的「有限公司、合夥人及商業名稱登記表」)，即可申請成為USANA直銷商。直銷商在同一個僱用人的名義下可以將個人直銷商改成合夥企業、有限公司或信託形式的直銷商；也可以選擇由一種業務組織形式變成另一種業務組織形式。在這種情況下，直銷商必須遞交「業務組織文件」、已填妥的「直銷商申請表及協議書」及「有限公司、合夥人及商業名稱登記表」予USANA公司。所有業務上有利益關係的股東、合夥人、信託人均需在「有限公司、合夥人及商業名稱登



於表 1.1 中。所有業務組織的成員均同意共同負有  
對其業務及USANA公司的任何債務或其他責任。對於  
條款第3.14條。任何人均不可直接或間接擁有  
超過一個直銷商一職。

業務組織中的所有成員均負責遵守香港特別行政區  
的法律。USANA公司保留權利同意或不同意任何以業  
務組織名義遞交的「直銷商申請書及協議書」。及任  
何擔任直銷商職務、物業買賣及有關執業權由兩商  
之業務組織所遞交的「直銷商申請書及協議書」。

### 3.9 批評行為

直銷商必須清楚及誠實向可能成為直銷商的人士解釋  
USANA公司產品、業務機會、「細版式獎勵計劃」、  
以及政策及程序。具體而言，必須：

- 向所有有意直銷商誠實及詳盡介紹USANA公司的  
「細版式獎勵計劃」；
- 清楚解釋從USANA「細版式獎勵計劃」賺取收入是  
根據產品銷售額來計算，而非純粹依靠保留其他直  
銷商；
- 在作任何廣告時，應根據一般直銷商在正常情況下  
可賺取的淨收入作出合理預測；
- 向直銷商提供說明：在某既定情況下，過往能賺取  
的收入並不一定能反映未來的收入；
- 不應就一般直銷商在經營業務時有可能支付的開支  
提供錯誤的估計或評估；
- 不應為直銷商從事業務活動、賺取相應利潤所必須  
投入的平穩或提供錯誤信息；不應向任何個別直  
銷商所賺取任何淨收入作出保證；
- 任何情況下，不能明述或暗示可以為任何其他人建  
立下線組織；
- 任何情況下均不能明述個別直銷商的利潤或收入會  
獲得保證；
- 任何情況下均不能明述任何消費者、商業機構或政  
府部門已經批准或認可USANA公司的產品或「細  
版式獎勵計劃」；
- 不可參與下線購買活動(即利用下線或其他直銷商  
的業務中心發出自己的訂單)。

### 3.10 獨立承包商地位

直銷商是自僱的獨立承包商，而不是特許經營權或業  
務機會的買家。直銷商與USANA公司並不存在僱主/  
僱員、代理人、合夥人或合資經營關係。所有直銷商  
均需自行負責繳付其入息及薪俸稅。根據香港特別行政  
區的僱傭條例，直銷商並不屬USANA的僱員。所有直  
銷商均應制定自己的目標、工作時間及銷售方式，並  
遵守所有法律，及「直銷商協議」中的條例及細則。

### 3.11 保險

#### 3.11.1 企業保險

直銷商應為其業務活動購買保險。

### 3.11.2 產品賠償保證

USANA公司可以購買責任保險為其公司及直銷商提供任  
何及產品的賠償保證。USANA公司的「責任保  
險」條款已於有關保險單條款中包括。直銷商必須  
遵守適用的法律及規例，以及「直銷商協議」的  
條款。USANA公司的產品賠償保證  
不包括因直銷商在銷售USANA產品時的任何不當行為  
所引致的有關產品的索賠(請參閱條款第3.15條)。

### 3.11.3 風險承擔

直銷商明白不論是否直接或間接屬USANA公司董事、或  
在USANA公司同意下參與有關USANA公司的會議、活  
動、工作坊、培訓課程或聚會時，直銷商均應以經營個  
人或管理層身份參與。直銷商應對個人承擔所有有關參與  
上述活動之風險。

### 3.12 國際業務

直銷商只可以在USANA公司正式邀請中向國家內銷  
售及推廣USANA產品、業務機會及服務。或招募或推  
薦任何準直銷商及顧客。直銷商國家的有關當局已批准  
USANA公司可在其境內進行業務活動。倘若直銷商希望  
在其登記成為直銷商地區以外的國家進行業務活動，則  
必須遵守該國家所有適用法律及規例。

### 3.13 遵守法律及條例

直銷商必須遵守所有適用於業務的法律及規例。

### 3.14 單一直銷商會籍

直銷商只可擁有一個USANA會籍。在這種單一會籍  
下經營USANA業務、收取USANA的佣金。作為此種  
機構、公司、信託機構、或受託者這類法律上的獨立  
實體也只能擁有一個直銷商會籍。然而，儘管法律規例，  
您的配偶也可成為一名直銷商。您將獲准第二個直銷商會  
籍。只要您的配偶的直銷商會籍與您自己的直銷商中心不  
有任何組織中，則不是受委任在該中心下。並且，第二  
個直銷商會籍，必須由加蓋上列印出的人士與您經營會  
籍。而不能由另一個直銷商會籍的所有者、代為經營。

### 3.15 嚴禁重新包裝及重新標籤

直銷商不得在任何USANA產品、資料、素材或程式  
重新加上標籤，或以任何方式擅自更改標籤。所有  
USANA產品必須以原來出廠的包裝容器出售。直銷  
商不得把USANA產品重新包裝，或把空的容器重新  
重新注滿其他產品出售。任何上述行為可能違反有  
關法例，因而導致您被刑事檢控。若直銷商重新包裝  
或重新標籤產品，導致使用該產品者受傷或有任何財  
物損毀，您將可能遭民事索償。

### 3.16 出售或轉讓直銷商會籍

未經USANA公司書面同意前，直銷商不得向任何  
人士或團體出售或轉讓其直銷商會籍的權利。要取得  
USANA公司的同意，您必須：

- 若USANA公司擬訂為最優良好的直銷商，USANA公司擁有全權作出有關決定。
- 若轉讓任何直銷商會籍前，出讓一方必須先付清任何拖欠USANA公司的債務。
- 計劃轉讓直銷商會籍的直銷商，必先通知USANA監察部，並填妥及簽署「轉讓直銷商會籍申請書」(Transfer of Distributorship and Distributor Agreement Form)並遞交至USANA監察部。轉讓直銷商會籍後將不構成原有位置或存有人改變。
- USANA公司不允許任何直銷商會籍的合併。
- USANA公司不允許直銷商轉讓其會籍予任何現正擁有、經營或參與USANA直銷商會籍的人士或團體；或曾經擁有、經營或參與USANA直銷商業務的人士或團體。
- 所有商務中心(Business-Center)均不可獨立於直銷商會籍作單一轉讓。若直銷商希望轉讓其會籍，必須連同所有商務中心一併轉讓。

### 3.17 分拆直銷商聯營會籍

若直銷商希望分拆與其他人士共同持有的直銷商會籍，先決條件為該分拆行為將不會損害其業務組織中上線及下線的收入或權益。直銷商決定是否解散其直銷商聯營業務前，請先考慮以下幾點：

- 若任何直銷商聯營會籍被分拆，只有其中一名聯營者可接手經營該直銷業務，但其他聯營者必須放棄該會籍的權利及利益。
- USANA公司不能把下線組織分拆，亦不可把佣金或紅利平均分給每位聯營者。
- 若以合夥名義經營USANA業務的直銷商決定解散，該名放棄原有聯營業務的任何經營者均可即時在任何直銷商保薦下重新成為新直銷商，但只限於那些在解散前擁有直銷商戶籍達6個月或以上的人士。所有未能符合以上資格的人士必須在6個月等候期完結後，方可再次申請成為新直銷商。

### 3.18 繼承權

若直銷商不幸逝世或喪失處理業務能力，他/她的賺取佣金和紅利的權利、下線組織，以及所有直銷商責任將轉移給其承繼人。如直銷商不幸逝世或喪失處理業務能力，其承繼人必須向USANA監察部呈交死亡或喪失處理業務能力的證明，連同繼承證明，及資料正確的「直銷商申請表及協議書」，以便USANA公司處理其繼承權事宜。即使直銷商現時已擁有或經營直銷業務，仍可以繼承及保留另一個直銷會籍。若不幸逝世的直銷商沒有預立遺囑，而USANA公司亦沒有在已故直銷商逝世後之6個月內並接到遺產授權代表、承繼人、受遺贈者、繼任信託人、遺產代理人或遺囑執行人的承繼權申請，該原有之直銷商戶籍將會視作不能轉讓。

### 3.19 稅務

#### 3.19.1 收入稅款

USANA香港將於每年的財政年度(截至三月三十一日)為賺取港幣25,000元或以上的直銷商，向稅務局遞交IR56M表格。USANA公司會向直銷商提供IR56M表格及收入結算單副本以作記錄。USANA公司將不會為收入少於港幣25,000元的直銷商提供個別收入結算單。

每位直銷商必須負責繳付所有有關獨立直銷商所得稅務收入的稅款。USANA將不會發出個人稅務報稅。如有任何疑問，可諮詢本地稅務專員。

#### 3.20 電話及電子郵件

直銷商不可使用自動電話答錄系統宣傳或推廣USANA、其產品、USANA所提供的業務機會或招募直銷商。直銷商亦不可向從未接收件人許可的電子郵箱銷售USANA產品或招募直銷商。

#### 3.21 地區限制

USANA公司對直銷商銷售USANA產品或服務的地點並無分配任何專有地區或領域，而直銷商亦不能以任何形式暗示或聲稱其擁此類專有銷售範圍或區域以推銷USANA產品及服務。

#### 3.22 商品陳列及展覽會

直銷商可以在商業展覽會中展示或出售USANA產品，但不得在與USANA公司形象不符的貨品交換會、平價市場或跳蚤市場中展示或出售USANA產品。展覽會中展示的必須為USANA公司已批准的輔銷品，並表明發展人的「獨立直銷商」身份。

#### 3.23 轉投另一保薦人

##### 3.23.1 保薦衝突

每位準直銷商有權選擇保薦人。一般而言，第一位能夠積極帶動一名準直銷商的直銷商，應有權獲得優先考慮擔任保薦人。如有任何疑問產生，應以直銷商的普通常識及體諒別人的標準作決定。如遇USANA公司收到多於一份並填有不同保薦人但均保薦同一準直銷商的「直銷商申請表及協議書」，USANA公司只會以收到、接納及處理的第一份有效「直銷商申請表及協議書」為準。若USANA公司對直銷商的保薦工作有任何懷疑，USANA公司將擁有最終決策權。

##### 3.23.2 更改位置

USANA公司一般不會允許直銷商更換保薦人，下列情況除外：

- 直銷商是透過欺騙或不道德手段被誘騙加入USANA公司；
- 若因直銷商的過失而導致定位錯誤，直銷商可於正式登記的10天內，提出有關更換要求。直銷商若決定提出有關要求，必須同時提交保薦人及直屬上線的書面同意書及有關更改定位的行政費用。若直銷商在提出更換保薦人時已擁有下線組織，有關的

若要求時不獲批准。若USANA公司同意及批准有關變動，該變動所賺取的佣金及紅利將會作相應調整，此USANA公司亦將收到上述這筆要求的不會獲受。

若您已經以書面通知USANA公司將止您的直銷商經營業務，您可在9個月後重新加入自選的保薦人旗下的6個月內以優惠客戶身分參加USANA。當終止一切權利、紅利、及佣金。您不可宣稱利用其他商業組織、虛假姓名、有限公司、合夥企業、信託、配偶姓名、香港身份證號碼於禁制期內重新登記為何形式參與您的直銷業務亦屬違反本條款。

### 3.23.3 轉投到另一位保薦人的組織經營業務

向其他組織進行控向，或轉至為直銷商向現任以個人或商業組織名義經營的USANA，優惠客戶或直銷商，處於過去6個月期間為其他保薦人旗下的直銷商，進行或嘗試進行保薦活動，您不可宣稱利用其他業務組織、虛假姓名、有限公司、合夥企業、信託、配偶姓名、香港身份證號碼以逃避此條款。保薦人不得貶低及破壞其他直銷商名聲，以誘使其他保薦人加入其下線組織中。

## 第四條 — 直銷商及保薦人的責任

### 4.1 持續監督、培訓及銷售

任何直銷商保薦一名新直銷商時，必須就USANA產品知識、銷售技巧、「細胞式獎勵計劃」，以及公司政策及程序方面為他/她提供培訓。每一位直銷商應監察及監督其下線直銷商的表现，確保他們以專業並及合符操守的態度經營業務，並且恰當地推廣業務和提供優質客戶服務。隨著直銷商晉升至不同級別，他/她對其下線直銷商的推動及培訓責任亦相對增加。在保薦新直銷商時，保薦人有責任在新直銷商履行「直銷商協議」前以任何方式，包括線上形式為新直銷商提供最新版本之USANA政策與程序及USANA「細胞式獎勵計劃」的資訊。

### 4.2 不應蔑視

為向下線組織樹立榜樣，直銷商不應蔑視其他直銷商、USANA產品、「細胞式獎勵計劃」或USANA公司職員。有關的蔑視行為屬嚴重違反此政策及程序。

### 4.3 延遲遞交申請表及訂單

所有直銷商於收到直銷商或準直銷商，或優惠客戶或準優惠客戶已簽署的任何表格或申請書後，必須於下一個工作天把有關文件遞交USANA公司。

### 4.4 舉報違反政策情況

若直銷商發現有任何違反「直銷商協議」的情況，應馬上報告USANA監察部。

## 第五條 — 銷售規則

### 5.1 銷售產品

USANA公司的「細胞式獎勵計劃」，是根據直銷商向用戶所銷售的產品及提供的服務來計算報酬。要符合資格賺取紅利，保薦商需符合更嚴格限制。直銷商必須達到特定的個人及下線組織銷售要求(以及遵守本政策與程序訂下的其他責任)。若銷售量未達到以下銷售標準以符合資格賺取佣金：

- 直銷商的銷售額中至少70%為顧客或用戶訂購。直銷商個人保薦的準惠客戶的銷售額亦包括在上述的70%中。在訂購更多產品前，直銷商必須成功售出70%或以上已購入的產品予用戶；
- 直銷商須為其零售客戶提供收據，列明出售日期、銷售量、產品名稱及「USANA產品滿意保證」。直銷商必須保留所有銷售收據滿本2年。至於USANA公司要求時向公司提交有關收據，優惠客戶購買產品的記錄將由USANA公司保存。

### 5.2 零售客戶的銷售

USANA公司所訂定的建議零售價格為建議價格，只供參考。直銷商可自行定價，但USANA公司絕不鼓勵以低於自動訂貨價出售USANA產品。直銷商須為其零售客戶提供USANA正式收據，此收據須清楚列明顧客退貨保證及任何保障顧客的權利。

### 5.3 禁止訂購過量貨品 (更新於2010年6月1日)

USANA公司嚴禁為了滿足細胞式獎勵計劃的要求，達到分配佣金、獎金、晉級目的而不合理地超量購買。直銷商所購買的產品數量不得超過其在四星期連續週期內合理的銷售量或消費量，也不得對他人進行超量購買。為了避免僅為達到分配佣金目的而不合理地超量購買，直銷商每週所賺取的佣金，不得超過其所賺取的任何5個以上業務中心(包括未啟動的「再加入證書」)任何團體銷售額總和的25%(不包括賣家紅利)。

此外，佣金額分數超過團體銷售額總和25%的部份，將不得用以計算該直銷商的保薦人的對等佣金。

佣金額分數超過團體銷售額總和25%的直銷商，在第一次發生的13週期間，將不合於領取紅利(例如對等佣金、領袖紅利和賣家紅利)的資格；之後每發生一次，則為52週。

直銷商除了規定應該購置直銷商創業套裝以外，公司並不要求他們儲存產品和補品。但有些直銷商們可能會覺得如此做對發展下線的工作較容易些，因為這樣可以快速滿足顧客的訂購或及時提供新直銷商的需要。對於這個問題，直銷商們必須自己決定如何做。

#### 6.4 客戶存款

直銷商不應在還款前從客戶存款中扣除任何款項。

### 第六條 — 紅利及佣金

#### 6.1 紅利及佣金週期

USANA公司會每星期支付佣金一次。直銷商應及時覆核閣下的佣金結算單。若發現錯誤，應於佣金支票上的日期起30天內提出異議。若直銷商發現錯誤但沒有在30天內提出異議，USANA公司將視該直銷商放棄追究的權利。

#### 6.2 調整紅利及佣金

直銷商是根據他/她售予用戶的產品數量而賺取佣金及紅利。因此，當直銷商或用戶退回已經出售的產品或要求退款時，USANA公司將相應調整該直銷商的佣金及紅利。USANA公司會於退款後首兩星期內，從上級直銷商的團體銷售額 (Group Sales Volume) 中扣除退回產品的銷售額。

#### 6.3 賺取佣金的權利

直銷商必須為活躍直銷商，並遵守「直銷商協議」內列明的條款，方合資格賺取佣金及紅利。

#### 6.4 無人認領的佣金及貸方款項

(更新於2010年8月1日)

為確保能及時收取佣金及獎金，直銷商必須於支票發出的6個月內兌現支票，或成功在自己的港幣銀行帳戶設立自動存款安排。否則，USANA公司會嘗試將有關款項的結餘以書面形式寄往該名直銷商最後的登記地址，並提示該直銷商可要求USANA公司再次發放有關款項。

USANA公司會就每一次重發佣金及/或獎金收取港幣200元的手續費(此收費額可隨時更改，而不需另行通知)，而每次發出上述書面通知則會酌量收取港幣120元手續費。所有手續費將直接從直銷商未兌現的結餘中扣除。

### 第七條 — 產品保證、退貨及回購政策

#### 7.1 貨物更換保證

- USANA公司保證提供品質優良的產品，並樂意為客戶更換任何損壞或殘缺貨品。任何人希望退回損壞或殘缺的貨品，必須填妥「直銷商產品更換或退貨表」(Distributor Product Exchange or Return Form)：
- 若直銷商旨在透過更換產品以增加佣金分數或操控獎勵計劃而獲取利益(透過觀察更換產品的模式是否異於一般直銷商而得出結論)，該直銷商即屬違反「直銷商協議」。而USANA公司亦不接受這種產品更換。

#### 7.2 三十天退貨政策

##### 7.2.1 零售客戶

USANA公司要求所有直銷商必須履行責任，為所有零售客戶提供百分百無條件30天退款保證。若零售客戶對USANA產品有任何不滿，可於購買產品30天內向

售貨商或加碼的直銷商，要求所有購產品單據、發票或證明購買產品的款項。若零售客戶要求退款，出貨或品給該名零售客戶的直銷商必須將有關產品退還零售客戶或/加的直銷商；USANA公司將向有關產品零售客戶直接退貨。直銷商應同時填妥「消費者滿意度調查表」(Dissatisfied Consumer Product Return Form) 寄回USANA公司。USANA公司將以相同貨品一併退還該直銷商。所有零售客戶於購買USANA產品時，必須填妥USANA公司的正式銷售收據。該銷售收據的資料將列明該零售客戶有關取消銷售協議的權利。

##### 7.2.2 優惠客戶

USANA公司為優惠客戶及於USANA網頁上直接購買的零售客戶，為其第一張訂單提供30天100%退款保證。若優惠客戶對USANA產品有任何不滿，他/她可於購買產品30天內向有關產品直銷商、USANA公司或總公司，轉回原款，或全數退回款項。任何優惠客戶的退款價值無須超過100元以上的貨品。將被視為自願停止其有關銷售協議。USANA公司亦會根據條款第5.2條調整直銷商的銷售額。

##### 7.2.3 團體銷售

若直銷商或零售客戶登記成為USANA公司直銷商30天內，停止其去來往的訂單，並退回完好無損及可作轉售的「直銷商創業套裝」及第一張訂單涉及之產品，USANA公司會100%退還「直銷商創業套裝」(需扣除手續費和運費)。直銷商必須把USANA產品及「直銷商創業套裝」(連同原繳手續費和運費)，轉止直銷商處轉及要求退款的理由作書面解釋，並一併送回USANA公司。當直銷商發出其第二張訂單後，將立即失去100%退款的資格。有關第二張及其後一切訂單的產品，「直銷商創業套裝」及輔銷品的退款事宜，USANA公司將根據條款第7.3條處理。若直銷商所退回的「直銷商創業套裝」及/或產品價值等於或高於港幣768元，將被視為自願停止其直銷商會籍。USANA公司會根據條款第6.2條調整直銷商的銷售額。此外，USANA公司會從退款中扣除退回產品中可能賺已取的任何銷售分數、佣金或紅利。

#### 7.3 所有其他退款

發出第一張訂單後，直銷商仍可退回於過去365天內購買的USANA產品，包括推廣材料及輔銷品，並可獲90%退款(需扣除手續費和運費)。唯退回貨品必須完好無損，並可作轉售之用。任何直銷商退回價值高於港幣768元的產品，USANA公司有可能停止其直銷商會籍。此外，USANA公司會從退款中，扣除退回產品中可能已賺取的任何銷售分數、佣金或紅利。

#### 7.4 直銷商退貨程序

要獲得退款、更換或轉換已購入的貨品，直銷商必須：

- 把貨品的確認訂單正本，連同退回的貨品一併送回USANA公司；

於退回的產品以及其包裝及包裝材料送回USANA公司。其網運應於產品出貨前運送情況。

如欲退回零售客戶購買之產品，直銷商必須：

- 對客戶退回產品(其內把產品送回USANA公司，您必須將同已包滿行的產品，連同填寫的「消費者退貨表」、產品銷售收據正本及仍在原本包裝未拆過之產品，一併送回USANA公司；
- 只有向USANA公司訂購產品的優惠客戶或直銷商，方可退回有關貨品；
- 若運送途中遺失或損壞產品，USANA概不負責。

## 第八條 — 解決爭議及違反協議

### 8.1 直銷商之間的爭議

#### 8.1.1 不滿或投訴

若直銷商對另一名USANA直銷商於其USANA業務上的商業操守有任何不滿或投訴，應首先尋求其他直銷商或您的上線中的黃金董事尋求協助。直銷商應向他的同事、您應以書面告知USANA監察部。USANA監察部會審核有關的投訴並作出決定。有關的書面投訴內容應清楚列明相關的指控及投訴內容，並列明有關事件的發生日期、地點及所有涉及事件人士的名稱。

#### 8.1.2 監察部的審核

當收到直銷商的書面投訴後，USANA監察部會調查有關事件，並根據投訴作出條款，對事件作出最終的解決方案。USANA公司將在調查期間暫時凍結直銷商直銷商並沒有觸犯「直銷商協議」。USANA公司應將當時USANA公司的利率計算該直銷商之佣金於調查期間應得之利息。監察部亦會根據條款第8.3條作出適當的紀律處分。

### 8.2 USANA公司與直銷商之間的爭議

「直銷商協議」是受香港特別行政區(下稱「香港」)法律管轄，並根據香港法例以詮釋。簽署「直銷商協議」的各方謹此同意服從香港法院的非專有管轄權。

### 8.3 紀律處分

任何違反「直銷商協議」條款及條件的行為，或直銷商的任何非法、欺詐、誤導、或不道德商業行為，均可導致USANA公司對直銷商實行以下一項或多項制裁，而USANA公司有全權決定該等制裁內容：

- 口頭或書面警告 - 再次表明公司特定政策或程序的涵蓋及適用範圍，並忠告直銷商若再違反條約，會受到進一步制裁；
- 監察期 - USANA公司會要求直銷商在監察期內採取補救行動，並接受USANA公司跟進監督，以確保直銷商遵守「直銷商協議」；
- 懸吊或拒發獎賞或嘉許，或於指定限期內或直銷商

- 符合若干條件後，禁止直銷商參與USANA公司贊助的活動。
- 在指定期內或在直銷商符合若干條件之前，暫時中止其直銷商行例書中所賦予的若干特權，包括，但不限於：提交訂單、參與USANA公司的各項計劃(包括或為國際保衛人)；
- 在指定限期內或在直銷商符合若干指定條件之前，增加公平及合理的罰款，或在適用許可下的其他罰款，有關罰款或懲罰將按USANA公司實際所受損害加以釐定；及/或
- 禁止其直銷商會籍。

## 第九條 — 訂貨

### 9.1 訂貨方法

直銷商可以透過電話、傳真、郵寄、電郵、透過互聯網或「自動訂貨計劃」(Autoship Program)訂購USANA產品。如欲透過互聯網訂購產品，應電直銷商服務中心(Distributor Service Center)，以取得「私人密碼」(PIN)。

透過電話訂購產品，請先準備所需資料，以便透過電話提供直銷產品訂購單的資料。您可以使用已記錄在USANA檔案中的信用卡付款。

透過傳真訂購產品 - 訂貨單上填寫的所有資料均須清楚及清晰可讀，並把白色紙張正本傳真到公司。您可以使用已記錄在USANA檔案中的信用卡付款。如欲使用其他信用卡付款，您必須提供該信用卡的正面及背面副本以作記錄。

您應保留所有訂購單的副本以作記錄。

### 9.2 「自動訂貨計劃」

直銷商及優惠客戶可以參與USANA公司的「自動訂貨計劃」。要加入「自動訂貨計劃」，您只需填妥「直銷商申請表及協議書」或「自動訂貨協議書」，並註明您希望在每個運轉週期內自動訂購的產品。USANA公司會按照您的指示，自動從您所指定的信用卡或銀行帳戶扣除訂購產品所需款項、運費及銷售稅。直銷商必須確保在進行自動訂貨前的一星期，其指定的銀行帳戶有足夠的結餘。

### 9.3 一般訂貨條款

直銷商如透過電話及/或傳真訂貨，而有關的付款方式或數目有任何問題，USANA公司會嘗試透過電話及/或書信方式聯繫該直銷商以收取款項。若未能於5個工作天內收取有關款項，該訂單將被自動取消。USANA公司並不接受貨到付款(Credit On Delivery)的方式訂貨。USANA公司並不設最低購貨量。產品及補品可於同一張訂單內訂購。

#### 9.4 訂購USANA產品

每位直銷商必須定期向USANA公司訂購產品，方可憑訂購產品賺取相應的銷售積分數(Sales Volume Points)，以計算入其定額獎帳戶內。

#### 9.5 訂貨交付訂貨政策

若某些貨品因貨源短缺，無法透過「自動訂貨計劃」訂貨，否則USANA公司不會接受訂購已缺貨的貨品。

#### 9.6 付運貨品出現差異情況

若付運貨品訂單出現任何差異，直銷商必須於收貨後30天內向USANA公司要求更正，否則有關要求將不予受理。您應填制「直銷商更換或退回貨品表」(Distributor Product Exchange or Return Form)內所附明的表格，要求作出有關付運貨品的更正。

#### 9.7 提取貨品政策

若直銷商的新戶顯示有任何貨品於4星期或以上仍未提取，該帳戶將會自動被凍結而毋須向直銷商作另行通知。若凍結的帳戶將不能保持活躍，進行訂貨(包括透過傳真、電話、傳真、郵寄、電郵、互聯網及「自動訂貨計劃」訂貨)或收取佣金。如欲重新啟動帳戶，直銷商必須將上提提取積存之貨品。

當直銷商或優惠客戶委派第三者代為提取貨品，該第三者需出示有效的書面授權書及其身份證明文件副本。

### 第十條 — 付款及付運貨品

#### 10.1 付款方式

所有表格及授權書均必須附有直銷商的簽署。

USANA公司接受以下的付款方式：

- 以信用卡付款 - 香港USANA公司接受Visa卡及萬事達卡。若於轉帳交易上有任何問題，該訂貨單將會被取消。在未有獲得他人的明確同意而擅用他人的信用卡，將有可能被USANA公司終止其直銷商會籍；
- 以自動轉帳方式付款 - USANA公司安排直接從直銷商或優惠客戶指定的銀行帳戶扣帳，以支付他/她的貨款及其他費用。您必須加入自動訂貨計劃，並填妥「自動轉帳計劃申請表」(Auto Pay Program Form)，方可使用自動轉帳方式付款。

#### 10.2 帳戶透支或信用卡被拒問題

任何未能成功交易的電子轉帳，USANA公司將會收取逾期150元手續費。USANA公司會於該直銷商的佣金或紅利支票中扣除上述款項。直銷商若未能清還拖欠USANA公司的款項，將有可能被終止其直銷商會籍。

#### 10.3 「自動訂貨計劃」

- 一經落實，您的「自動訂貨計劃」會維持有效直至以書面通知USANA公司取消該計劃為止；
- 若有任何更改或終止計劃，必須在該星期二前把有關文件寄回USANA公司，以便處理有關申請。

直銷商有無選擇是否參加「自動訂貨計劃」。直銷商應考慮其個人商業的指標。

### 第十一條 — 直銷商服務

#### 11.1 更改直銷商會籍資料

##### 11.1.1 一般情況

每位直銷商若需要更改在「直銷商申請表」及協議書中所申報的任何資料，您必須即時通知USANA公司。直銷商需提供書面通知，列有正確資料的「直銷商申請表」及協議書，及相關的證明文件予USANA公司，以便公司處理有關事宜。

##### 11.1.2 增添聯名申請人

若直銷商希望在現有的直銷商會籍中增添聯名申請人，您必須以書面向USANA公司提出有關申請。直銷商及聯名申請人的香港身份證號碼及簽署，應與原已填妥聯名申請人的「直銷商申請表」及協議書。一經填妥並不適用於其他保薦人事宜。

#### 11.2 下線組織報告及佣金結單

##### 11.2.1 下線組織報告

直銷商可透過下線組織報告，您可透過訂購組織報告自動訂貨中「下線管理」(Downline Management)功能。您亦可以郵寄方式訂購下線組織報告。直銷商只需填妥「下線報告/一般事項申請表」(Downline Report/General Request Form)。USANA公司會酌量收取手續費，並在您的佣金收入中扣除所需款項。下線組織報告中包含屬於USANA Health Sciences的商務機密資料，請在使用報告內資料時參閱條款第3.6,2條的規定。

##### 11.2.2 佣金結單

USANA公司會為所有活躍直銷商提供佣金結單，並將佣金支票一併寄到府上。佣金結單並不可任意遺失。

#### 11.3 錯誤或疑問

若直銷商發現其佣金、紅利、下線組織報告、訂單、任何手續費或直銷商定位上有任何疑問，請於30天內向USANA公司報告，否則USANA公司將不會受理。

#### 11.4 解決疑問

若直銷商對貨品付運、訂單、佣金和紅利或「細胞式獎勵計劃」有任何疑問，應以書信或致電直銷商服務部查詢。

### 第十二條 — 不活躍業務及終止協議政策

#### 12.1 不活躍業務

直銷商在任何一個四星期運轉週期內無法達到USANA「細胞式獎勵計劃」所指定的個人銷售額(Personal Sales Volume)，您將不獲發給根據其下線組織在該四星期的銷售額而計算的應得佣金。

#### 12.2 由USANA

若直銷商連續三個月未向USANA公司訂貨，其直銷商會籍將被凍結。直銷商需於收到通知後30天內向USANA公司

通知，以便公司處理有關事宜。若直銷商未能在收到通知後30天內向USANA公司

通知，其直銷商會籍將被凍結。直銷商需於收到通知後30天內向USANA公司

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通知，以便公司處理有關事宜。若直銷商未能在收到通知後30天內向USANA公司

### 12.2 由USANA公司終止協議

若直銷商違反「直銷商協議」內的任何條款，包括USANA公司不時修訂的條款，USANA公司可根據行據或第8.3條內所規定的紀律處分，包括終止其直銷商會籍。直銷商會籍一旦終止，該直銷商將失去根據其下級直銷商計算的進項佣金。若直銷商非自願終止其直銷商會籍，他/她只可收取於終止會籍前的最後一個完整星期內所賺取的佣金及紅利。

如直銷商會籍已被非自願終止，直銷商將會收到書面通知，以掛號信件形式郵寄到他/她所填報的地址。直銷商會籍在掛號寄出日起正式終止，或由直銷商得正式通知書當日即正式終止(以較早日期為準)。如其終止的原議被終止，有關直銷商必須立即停止自稱為USANA公司的直銷商。

直銷商可就終止直銷商會籍而向USANA監察部提出上訴。直銷商必須在USANA公司所發出的終止直銷商會籍書面通知上的表格日期起15天內，以書面形式將有關上訴文予USANA監察部。如USANA公司未有於書面通知日期起15天內收到直銷商的上訴書，其非自願被終止直銷商會籍將會成最終決定。直銷商必須於遞交上訴書的同時，連同所有有關證明文件一併交予USANA監察部，以作審核。USANA監察部於審核一切上訴文件及考慮作出其他適當決定後，會以書面形式通知該直銷商會籍的直銷商。終止會籍的最終審判，被取消會籍時提出申請再次加入USANA公司，有關直銷商需以書面向USANA監察部證明為何公司應考慮他/她再次加入成為直銷商的理由。USANA公司擁有全權對有關申請作出最後的決定。

### 12.3 以書面形式終止協議

直銷商或優惠客戶可因任何理由，於任何時間以書面形式通知USANA公司，提出有關終止其直銷商會籍或優惠客戶身分。請於有關通知內提供該直銷商或優惠客戶簽名、姓名、地址及直銷商號碼。

### 12.4 終止協議的後果

無論基於任何原因終止協議，直銷商不能再就他/她的下級組織或任何該等組織未來可能賺取的紅利及/或佣金擁有任何權利、索償權、擁有權或利益。無論基於任何原因終止協議的直銷商，均不得再自稱為USANA公司的獨立直銷商；不再擁有訂購或銷售USANA產品或服務的權利；必須把在公眾地方展示的任何USANA公司標誌拆除及必須停止使用所有印有任何USANA公司標誌、商標或服務標籤的銷售材料。

自願終止直銷商會籍的直銷商可以收取他/她在終止協議前的最後一個完整星期內所賺取的佣金及紅利。至於被USANA公司終止「直銷商協議」的直銷商，除非USANA公司正在調查他/她的行為操守而需要扣押他/她的佣金及紅利，否則該等直銷商亦可以收取他/她在終止協議前的最後一個星期內所賺取的佣金及紅利。

若直銷商的行為操守而需行的調查結果顯示確實存在不當行為，則有關終止直銷商會籍，有關直銷商將無權收取他/她所賺取的佣金及紅利。

### 第十三條 — 釋義

「直銷商」指獲得了組織式獎勵計劃，所訂明的該個人銷售額指標的直銷商。

「直銷商」任何已簽署USANA公司的「直銷商申請及協議書」並已獲批准的個人人士，直銷商必須履行對其下級組織提供培訓、推動、支持及協助其發展業務責任。直銷商可以直銷商權(批發權)購買USANA產品、優惠優惠客戶及新直銷商，並舉辦所有公司舉辦的直銷商活動及計劃。

「商務中心」請參閱於「組織式獎勵計劃」中所使用的釋義。

「終止」終止直銷商協議或優惠客戶協議，終止可為自願或非自願性。

「非自願性質終止」由USANA公司終止的直銷商協議。

本政策與程序之中英文文本如有任何歧異之處，皆以英文文本為準。香港USANA有限公司保留一切解釋權。

表及協議書。  
SANA公司。  
直銷商申請  
公司，以為

申請人。  
連同直銷  
同時呈交  
。本條

12

# Policies & Procedures

Updated on August 2011

<b>Table of Contents</b>	31
<b>Section 1</b>	31
<b>Introduction</b>	31
1.1 Rules Incorporated into Distributor Agreements	31
1.2 Purpose	31
1.3 Changes	31
1.4 Dates	31
1.5 Policies and Procedures Severable	31
1.6 Sales Not Substantive	31
1.7 Waiver	31
1.8 No Balance	31
<b>Section 2</b>	31
<b>Becoming a Distributor</b>	31
2.1 Requirements to become a USANA Distributor	31
2.2 Business Development System (BDS)	31
2.3 Identification and Distributor Number	31
2.4 Temporary Enrollment	31
2.5 Distributor Benefits	32
2.6 Renewal of Distributorship	32
<b>Section 3</b>	32
<b>Operating a USANA Distributorship</b>	32
3.1 Actions of Household Members or Affiliated Individuals	32
3.2 Adherence to the USANA Career Compensation Plan	32
3.3 Advertising	32
3.3.1 In General	32
3.3.2 Television and Radio	32
3.3.3 Media Inquiries	32
3.3.4 Trademarks and Copyrights	33
3.3.5 Use of Distributor Name, Likeness, and Image	33
3.3.6 Advertised Price	33
3.4 Distributors' Claims and Representations	33
3.4.1 Product Claims	33
3.4.2 Income Claims	33
3.4.3 Indemnification	33
3.5 Commercial Outlets	33
3.6 Unauthorized Recruiting	33
3.6.1 Post-Cancellation Solicitation Prohibited	34
3.6.2 Downline Genealogy Reports	34
3.7 Personal Data and Right of Privacy	34
3.7.1 Personal Information	34
3.7.2 Communicating Personal Information to Third Parties	34
3.7.3 Distributor Access to Personal Information	34
3.8 Corporation, Partnerships, and Trusts	34
3.9 Deceptive Practices	35
3.10 Independent Contractor Status	35
3.11 Insurance	35
3.11.1 Business Pursuits Coverage	35
3.11.2 Product Liability Coverage	35
3.11.3 Assumption of Risk	35
3.12 International	35
3.13 Adherence to Law and Ordinances	35
3.14 One Distributorship	35
3.15 Repackaging and Relabeling Prohibited	35
3.16 Sales, Transfer, or Assignment of Distributorship	35
3.17 Separation of Distributorship	36
3.18 Succession	36
3.19 Taxes	36
3.19.1 Income Taxes	36
3.20 Telephone and E-mail Solicitation	36
3.21 Territories	36
3.22 Trade Shows and Expositions	36
3.23 Transfer of Sponsorship	36
3.23.1 Conflicting Enrolments	36
3.23.2 Placement Changes	36
3.23.3 Crossline Raiding	37
<b>Section 4</b>	37
<b>Responsibilities of Distributors and Sponsors</b>	37
4.1 Ongoing Supervision, Training, and Sales	37
4.2 Non-disparagement	37
4.3 Holding Applications or Orders	37
4.4 Reporting Policy Violations	37

<b>Section 5</b>	37
<b>Sales Requirements</b>	37
5.1 Product Sales	37
5.2 Retail Customer Sales	37
5.3 Excessive Purchases of Inventory Prohibited	37
5.4 Deposits	37
<b>Section 6</b>	37
<b>Bonuses and Commissions</b>	37
6.1 Bonus and Commission Cycles	37
6.2 Adjustment of Bonuses and Commissions	37
6.3 Loss of Rights to Commissions	37
6.4 Undeclared Commissions and Credits	37
<b>Section 7</b>	37
<b>Product Guarantees, Returns, and Inventory Repurchase</b>	37
7.1 Product Exchange Guarantee	37
7.2 Thirty (30) Day Return Policy	37
7.2.1 Retail Customers	37
7.2.2 Preferred Customers	37
7.2.3 Distributors	37
7.3 All Other Returns	37
7.4 Procedures for All Returns and Repurchases	37
<b>Section 8</b>	37
<b>Dispute Resolution and Disciplinary Proceedings</b>	37
8.1 Disputes Between Distributors	37
8.1.1 Grievances and Complaints	37
8.1.2 Customer Department Review	37
8.2 Disputes Between USANA and Distributors	37
8.3 Disciplinary Actions	37
<b>Section 9</b>	37
<b>Ordering</b>	37
9.1 Order Methods	37
9.2 Auto-Ship Program	37
9.3 General Order Policies	37
9.4 Purchasing USANA Products	37
9.5 Back-Order Policy	37
9.6 Shipping Discrepancies	37
9.7 Pick-Up Order Policy	37
<b>Section 10</b>	37
<b>Payment and Shipping</b>	37
10.1 Methods of Payment	37
10.2 Insufficient Funds and Declined Credit	37
10.3 Auto-Ship Program	37
<b>Section 11</b>	37
<b>Distributor Services</b>	37
11.1 Changes to the Distributorship	37
11.1.1 In General	37
11.1.2 Addition of Co-Applicants	37
11.2 Downline Genealogy Reports and Commission Statements	37
11.2.1 Downline Genealogy Reports	37
11.2.2 Commission Statements	37
11.3 Errors or Questions	37
11.4 Resolving Problems	37
<b>Section 12</b>	37
<b>Inactivity and Cancellation Policies</b>	37
12.1 Inactivity	37
12.2 Involuntary Cancellation	37
12.3 Written Cancellation	37
12.4 Effect of Cancellation	37
<b>Section 13</b>	37
<b>Definitions</b>	37



## Section 1 – Introduction

### 1.1 Policies Incorporated into Distributor Agreement (Updated on June 1, 2010)

These Policies and Procedures, in their present form and as amended from time to time at USANA's discretion, are incorporated into the USANA Distributor Agreement. It is the responsibility of each Distributor to read, understand, adhere to, and ensure that he/she is aware of and operating under the most current version of these Policies and Procedures.

If there is a discrepancy between any section of English and Chinese version of these Policies and Procedures, English version shall govern.

### 1.2 Purpose

The purpose of the Distributor Agreement is:

- To define the relationship between USANA and the independent Distributor;
- To set standards of acceptable business behavior;
- To assist Distributors in building and protecting their business.

### 1.3 Changes (Updated on June 23, 2010)

The Company may from time to time amend the terms and conditions of the Distributor Agreement, Policies and Procedures, Compensation Plan and price list. Amendments shall be effective upon notification either in official distributor meeting(s), or through other USANA literature.

### 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 of supply, interruption of a source of supply, government decrees or other acts, etc.

### 1.5 Policies and Provisions Severable

If any provision of the Distributor Agreement as it currently exists or as maybe amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from the Distributor Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision never comprised a part of the Distributor Agreement.

### 1.6 Titles Not Substantive

The titles and headings to these Policies are for reference purposes only and do not constitute, and shall not be construed as, substantive term of the Distributor Agreement.

### 1.7 Waiver

USANA never forfeits its right to require Distributor 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 the Compliance Officer or an officer of the Company. The waiver will apply only to that specific case.

### 1.8 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 Requirements to become a USANA Distributor:

- Be at least 18 years of age and not a minor in your country

- of residence.
  - Reside in a geographic area where USANA has been approved for business.
  - Read the USANA Policies and Procedures and Cellular Compensation Plan.
  - Submit an original signed Distributor Application and Agreement to USANA.
  - Provide USANA with a current and correct correspondence address and phone number where you can be reached.
  - Purchase a USANA Business Development System (BDS) for a normal cost (unless prohibited by law).
  - Have valid Hong Kong Identity Card, Business Registration or working permit.
- USANA reserves the right to accept or reject any application for any reason.

### 2.2 Business Development System (BDS)

No person is required to purchase USANA products to become a Distributor. However, to familiarize new Distributor with USANA products, services, sales techniques, sales aids, and other matters, USANA requires new Distributor to purchase a BDS except where prohibited by law. USANA will repurchase any resalable BDS from Distributors who terminate their Distributor Agreement.

### 2.3 Identification and Distributor Number

USANA requires Distributors to provide their copies of Hong Kong Identity Card, Business Registration or working permit on the Distributor Application and Agreement. USANA uses this number to identify Distributors for tax purpose only.

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 or Order Express Representatives to place orders and track commissions and bonuses.

### 2.4 Temporary Enrollment (Updated on June 23, 2010)

The applicant must provide USANA with whatever information deemed necessary for the enrollment of a distributorship, including but not limited to, copy of applicant's identification document(s), completed and signed Distributor Application and Agreement (Enrollment Paperwork).

The new Distributor's temporary Distributor Number and authorization will be valid for twenty one (21) days, pending USANA's receipt of the Enrollment Paperwork. USANA reserves the right to remove a distributorship from its system or stop payment of commissions earned if the Enrollment Paperwork have not been received within 21-day temporary enrollment time period. Once USANA receives the Enrollment Paperwork, USANA will assign a permanent Distributor Number to the Distributor and extend the initial distributorship authorization period to one (1) full year.

### 2.5 Distributor Benefits

Once USANA accepts a Distributor's Application and Agreement, the benefits of the Cellular 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 Cellular Compensation Plan (receive bonuses and commissions, if eligible);

- Sponsor other individuals as Preferred Customers or Distributors into the USANA business and thereby build a Downline Organization and progress through the USANA Cellular 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.
- Distributors may retail USANA products or services and profit from these sales.
- A Distributor's continuation of a distributorship or acceptance of earnings pursuant to the Cellular 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 all amendments thereto.

### 2.6 Renewal of Distributorship

USANA charges Distributors an annual distributorship renewal fee of HK\$150 (the fee is subject to change without prior notice). USANA will automatically charge the fee to the Distributor's credit card or bank account on file in Autoship with USANA on the anniversary date of the Distributor's application. Distributors without a credit card or bank account must renew in person. 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;
- Continue your entitlement to participate in USANA's Cellular Compensation Plan; purchase USANA products; enjoy USANA service support programs; participate in company promotions, contests, and recognition; and attend company events.

## Section 3 – Operating a USANA Distributorship

### 3.1 Actions of Household Members or Affiliated Individuals

If any member of a Distributor's immediate household 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 Adherence to the USANA Cellular Compensation Plan

Distributors must adhere to the terms of the USANA Cellular Compensation Plan as set forth in official USANA literature. Distributors shall not offer the USANA opportunity through, or in combination with, any other opportunity or unapproved method of marketing. Distributors shall not require or encourage other current or prospective Preferred Customers or Distributors to participate in USANA in any manner that varies from the program as set forth in official USANA literature. Distributors shall 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 other current or prospective Preferred Customers or Distributors to make any purchase from, or payment to, any individual or other entity to participate in the USANA Cellular Compensation Plan, other than those purchases or payments identified as recommended or required in official USANA literature.

### 3.3 Advertising

#### 3.3.1 In General

Distributors must avoid all discourteous, derogative, misleading, illegal, unethical, or immoral conduct or practices in their marketing and promotion of USANA, the USANA opportunity, the Cellular 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 Cellular Compensation Plan, USANA products, or their USANA businesses. All other Distributors may only use sales aids and support materials produced or approved by USANA. Sales, marketing, and support materials include, but are not limited to, training and support materials, brochures, flyers, pamphlets, and support materials, classified advertisements, posters, postcards, signs, recordings, as well as e-mail messages, voice mail messages, and Internet Web sites used to publicize USANA products, services, or Cellular Compensation Plan.

Any Distributor who has achieved the rank of Gold Director or above and desires to create his/her own promotional or marketing materials must submit a copy of the proposed materials to USANA for review and approval before using USANA's name or information to promote his/her business or the USANA opportunity. Upon receipt of the proposed promotional materials, 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

USANA's ability to 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/her USANA business activities. Gold and higher ranking Directors may only use those sales, marketing, and support materials that USANA has expressly approved. Such materials may not be offered for sale at a profit for a Distributor. It is the Distributors 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.

#### 3.3.2 Television and radio

Distributors may not advertise on television and radio under the policy 3.3.1 except with USANA's express written approval.

#### 3.3.3 Media Inquiries

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

#### 3.3.4 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 Distributors" logo to promote their business. A reproducible copy of the logo can be obtained from USANA.
- Distributors may describe themselves as an "Independent USANA Distributors" in the business pages of the telephone directory.
- Distributors should not answer the telephone in any manner

the right to make or sell or to have the name transferred to USANA worldwide efforts.

- Distributors may not directly or indirectly record or reproduce in any form any USANA corporate function, event, or activity, etc.
- Distributors may not directly or indirectly record, reproduce, disseminate, represent, appear, offer, present or other Distributors.
- Distributors may not directly or indirectly reproduce or copy any 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, or cause to be published or stored, copyrighted materials, the name, individual associated with USANA without express written authorization 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 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 valuable thereof, for any personal domain name or email address.

### 3.3.5 Use of Distributor Name, likeness, and Image

Distributor consents to USANA use of their name, testimonial or other statements about USANA's products or opportunity in printed or recorded form, including translations, paraphrases, and electronic reproductions of any name, and image or likeness (as produced or recorded in photographic, digital, electronic, video or film media) in connection with advertising, promoting, and related or sponsored activities.

### 3.3.6 Advertised Price

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

## 3.4 Distributors Claims and Representations

### 3.4.1 Product Claims

USANA Distributors may not make claims that USANA products have therapeutic or curative properties except those contained in official USANA literature. In particular, no Distributors may make any claim that USANA products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any disease, and statements can be perceived as medical or drug claims. Not only are such claims violate of the Distributor Agreement, but they also violate the laws and regulations of the United States, Canada, and other jurisdictions.

### 3.4.2 Income Claims

Distributors may not make income projections or claims or disclose their USANA income (including the showing of checks, copies of checks, or bank statements) when presenting or discussing the USANA opportunity or Cellular Compensation Plan, except as set forth in official USANA literature.

### 3.4.3 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 contained contained in official USANA literature and the Distributor agrees to indemnify USANA, including against any claims, damages, or other responsibilities of any nature made by the Distributor that are in violation of the terms of the Agreement. The intention of this section is to limit the termination of the Agreement.

### 3.5 Commercial Outlets

Distributors may directly and/or indirectly provide in commercial outlets where professional services are the primary source of revenue and/or product sales and services, including but not limited to health spas, beauty shops, and spas, and other similar establishments. Such outlets are not limited to retail stores, spas, salons, day spas, fitness centers, and pharmacies. It is a condition of this offer to product to a third party who then offers the product for resale in any unapproved retail-oriented establishment.

### 3.6 Unauthorized Recruiting

USANA Distributors may participate in other direct selling or network marketing or multilevel marketing systems (collectively "multilevel marketing"), and Distributors may engage in selling activities related to non-USANA products and services, if this Distributor is to do so. However, Distributors will not conduct any unauthorized recruiting activities, which include the following:

- Recruiting or enrolling USANA customers as Distributors for or through a third party. This includes, but is not limited to, presenting or enrolling in the presentation of other multilevel marketing business ventures to any USANA Preferred Customer or Distributor, or explicitly or implicitly 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, signs, or promotional material of any nature for another multilevel marketing business which is used by the Distributor or any third person to recruit USANA Preferred Customers or Distributors for that business venture.
- Selling, offering to sell, or promoting any competing product 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, in-2. 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 Cellular Compensation Plan in conjunction with any non-USANA business plan, opportunity, product, or venture.
- 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, or
- 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. USANA will immediately cancel the distributorship of any Distributor who violates this provision. Violation of this policy are especially detrimental to the growth and sales of other Distributors' USANA businesses and to USANA's business.

- Where a Distributor participates, directly or indirectly, in any way including but not limited to the operation of, enrollment as a distributor in, 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 cannot participate in USANA's Leadership or Elite Bonus Programs.
- A Distributor who accepts Leadership 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).

**3.6.1 Post Cancellation Solicitation Prohibited**

A former Distributor shall not directly or through a third party solicit any USANA Distributor or Preferred Customer to enroll in any direct sales, network marketing, or multilevel marketing program or opportunity for a period of one (1) year after the cancellation of an individual or entity's Distributor Agreement. This provision shall survive the expiration of the Distributor's obligations to USANA, pursuant to the Distributor Agreement.

**3.6.2 Downline Genealogy Reports**

The USANA Downline Genealogy Reports are confidential and contain proprietary business trade secrets. A Distributor may not use the reports for any purpose other than for developing their USANA business. Where a Distributor participates in other multilevel marketing ventures, he/she is not eligible to have access to Downline Genealogy Report. The Distributor and USANA agree that, but for this agreement of confidentiality and nondisclosure, USANA would not provide Downline Genealogy Reports to the Distributor. During any term of the Distributor Agreement and for a period of five (5) years after the termination or expiration of the Distributor Agreement between Distributor and USANA, for any reason whatsoever, a Distributor shall not, on his/her own behalf or on behalf of any other person, partnership, association, corporation, or other entity:

- 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.

This provision shall survive the termination or expiration of this Agreement.

**3.7 Personal Data and Right of Privacy**

**3.7.1 Personal Information**

From time to time it will be necessary for you to provide USANA with personal information for purposes related to your distributorship or your application to become a USANA Distributor. These purposes may include:

- Processing your Distributor Application;

- Developing Downline Genealogy Reports;
- Providing Distributor services such as planning and facilitating Distributor meetings and training;
- Administering Distributor benefits;
- Developing and implementing policies, marketing plans, and strategies;
- Publishing personal information in USANA newsletters, promotional materials, and intra-group communications;
- Providing references;
- Complying with applicable laws and assisting with any governmental or police investigation;
- Other purposes directly relating to any of the above.

**3.7.2 Communicating Personal Information to Third Parties**

Where permitted by the provisions of applicable law, USANA may provide your personal information to the following third parties:

- Employees, directors, and managers of USANA and its subsidiaries and former 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, lawyers, insurance companies, actuaries, and any other agent appointed by USANA or its affiliated companies to plan, provide and/or administer Distributor benefits;
- Persons or organizations seeking references;
- Any governmental agency or other appropriate governmental, police, or regulatory authority in Hong Kong or elsewhere such as but not limited to the Inland Revenue Department.

**3.7.3 Distributor Access to Personal Information**

Under the Personal Data (Privacy) Ordinance, you have the right to request and obtain from USANA the personal information USANA has on file about you and correct any data that are inaccurate (unless an exception applies). You may also request USANA to inform you of the type of personal data 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, Distributor Services.

**3.8 Corporation, Partnership, and Trusts**

A corporation, partnership, or trust (collectively referred to in this section as an "Entity") may apply to be a USANA Distributor by submitting its Certificate of Incorporation, Partnership Agreement, or trust documents (these documents are collectively referred to as the "Entity Documents") to USANA, along with a properly completed Corporation, Partnership DBA Registration. A distributorship may change its status under the same sponsor from an individual to a partnership, corporation, or trust, or from one type of entity to another. To do so, the Distributor(s) must provide the Entity Documents and submit a properly completed Distributor Application and Agreement and Corporation, Partnership DBA Registration Form to USANA. The Corporation, Partnership DBA Registration Form must be signed by all of the shareholders, partners, trustees, or other individuals having an ownership interest in the business. Members of the Entity are jointly and severally liable for any indebtedness or other obligation to USANA. As set forth in Section 3.14, no individual may participate directly or indirectly in more than one distributorship.

It is the responsibility of those persons involved in the Entity to ensure that the Entity is formed in accordance with the laws of the Hong Kong Special Administration Region in which their Entity is formed. USANA reserves the right to approve or disapprove any Distributor Application and Agreement submitted by an Entity, as well as any Distributor Application and Agreement submitted by any current Distributor, for the formation of an Entity for tax, estate planning, and limited liability purposes.

### 3.8 Receptive Practices

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

- Being honest and thorough in presenting material from the USANA Cellular Compensation Plan to all potential Distributors;
- Making clear that income from the USANA Cellular 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 expect 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 representing that profits or earnings are guaranteed for any individual Distributor;
- Never stating or implying that you will build a Downline Organization for anyone else;
- Never stating that profits or earnings are guaranteed for an individual Distributor;
- Never stating that any consumer, business, or government agency has approved or endorsed the USANA products or its Cellular Compensation Plan; and
- Never participating in downline purchasing (placing a sales order in a Business Center other than where the sale was generated).

### 3.10 Independent Contractor Status

Distributors are independent contractors and are not purchasers of a franchise or business opportunity. The agreement between USANA and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor. All Distributors are responsible for paying their own income and employment taxes. Distributors will not be treated as an employee under the Labor Laws of the Hong Kong Special Administration Region. Each Distributor is encouraged to establish his/her own goals, hours, and methods of sale, so long as he/she complies with applicable laws and the terms and conditions of the Distributor Agreement.

### 3.11 Insurance

#### 3.11.1 Business Pursuits Coverage

You may obtain insurance coverage for your business activities.

#### 3.11.2 Product Liability Coverage

USANA maintains insurance to protect the Company and Distributors against product liability claims. USANA's insurance policy contains a "Vendors Endorsement" which extends

coverage to independent Distributors as long as they are marketing USANA 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 the products (see also Section 3.15).

### 3.11.3 Assumption of Risks

Distributors understand that while traveling to or from Company related meetings, events, activities, workshops, seminars, or gatherings, they are doing so as a part of their own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that their attendance may be based in whole or in part by invitation from or agreement with, the Company to attend. Distributors assume all risk and responsibility for such travel.

### 3.12 International

Distributors may sell and promote USANA's products, opportunity, and services or recruit or enroll any potential Distributor or customer only in countries which USANA has approved for business, as announced in official USANA communications. If a Distributor desires to conduct business in an authorized country other than the one in which they are a Distributor, he/she must comply with all the applicable laws and regulations for that country.

### 3.13 Adherence to Laws and Ordinances

You must obey all laws that apply to your business.

### 3.14 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 as your spouse's distributorship is placed below one of your business centers and not in a crossline sales organization. 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.

### 3.15 Repackaging and Relabeling Prohibited

Distributors may not relabel or alter the labels on any USANA products, information, materials, or programs in any way. Distributors may not repackage or refill any USANA products. USANA products must be sold in the original containers only. Such relabeling or repackaging would violate governing laws, which could result in severe criminal penalties. Civil liability may also result when the persons using the products suffer any type of injury or their property is damaged as a consequence of the repackaging or relabeling of products.

### 3.16 Sales, Transfer, or Assignment of Distributorship

A Distributor may not sell, transfer, or assign their distributorship rights to any person or entity without USANA's express written approval. To obtain approval, you must:

- Be a Distributor in good standing as determined by USANA in its sole discretion.
- Before any transfer will be approved by USANA, any debt obligations the selling Distributor has with USANA must be satisfied.
- The transferring Distributor must notify the USANA Compliance Department of his/her intent to transfer the distributorship by completing and submitting a signed

Transfer of distributorship and Distributor Agreement Form. No changes in line of sponsorship can result from the transfer of a distributorship.

- The combining of distributorships is not permitted.
- USANA will not approve the transfer of a distributorship to any individual or Entity that is a current Distributor or who has an ownership interest in any distributorship. Similarly, USANA will not approve the transfer of a distributorship to any individual or Entity that has previously had any ownership interest in, or operated, a USANA distributorship.
- No individual Business Centers may be transferred separately from the distributorship. If a Distributor wishes to transfer his/her distributorship, all Business Centers must be included in the transfer.

### 3.17 Separation of a 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 interests of their Upline and Downline Organizations. 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 Downline Organization, nor can it split commission or bonus checks 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 Distributors immediately under any Sponsor but only if the distributorship has been jointly owned for more than six (6) months before dissolution. In all other cases the individual(s) who relinquished ownership may apply as a new Distributor only after waiting six (6) months.

### 3.18 Succession

If a Distributor dies or becomes incapacitated, his/her rights to commissions, bonuses, and Downline Organization, together with all Distributor responsibilities, will pass to his/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, and a properly completed Distributor Application and Agreement. Distributors may inherit and retain another distributorship even though they may 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.

### 3.19 Taxes

#### 3.19.1 Income Taxes

Every fiscal year ended March 31st, USANA Hong Kong will submit IR 56 M to Inland Revenue Department for reporting Distributors with earnings equal or above HK\$25,000 in the preceding year of assessment. USANA will provide a copy of IR 56 M and the statement of earnings to Distributors for their record. No separate statement of earnings will be issued to Distributors whose earnings are less than HK\$25,000 in the preceding year of assessment.

Each Distributor is responsible for paying taxes on any income generated as an Independent Distributor. USANA does not provide any personal tax advice and if you have any questions, please consult your own adviser.

### 3.20 Telephone and E-mail Solicitation

The use of any automated telephone solicitation, unsolicited use in connection with the marketing or promotion of USANA products, or the USANA opportunity or promotion of USANA products or services over the telephone or by e-mail is strictly prohibited. Distributors are also forbidden from sending unsolicited e-mail messages or "spamming" to sell products or to recruit Distributors.

### 3.21 Territories

There are no exclusive territories for marketing USANA products or services, nor shall any Distributor imply or state that he/she has an exclusive territory to market USANA products or services.

### 3.22 Trade Shows and Expositions

Distributors may display and/or sell USANA products at trade shows and expositions, but may not display or sell USANA products at swap meet, garage sales, flea markets, or farmers markets as these events are not conducive to the image USANA wishes to portray. All literature displayed at the event must be approved USANA literature and must clearly identify the individual(s) independent Distributors.

### 3.23 Trade Show Sponsorship

#### 3.23.1 Trade Show Enrollments

Every Distributor has the ultimate right to choose his/her Sponsor. As a general rule, the first Distributor who does the most helpful work with a prospective Distributor is considered to have the first claim to sponsorship. Basic terms of common sense and consideration should govern any dispute that may arise. In the event that a prospective Distributor or any Distributor, on behalf of a prospective Distributor or any other Distributor, submits more than one Distributor Application and Agreement to USANA, listing a different Sponsor on each, the Company will only consider valid the first Distributor Application and Agreement that it receives, accepts, and processes. If there is any question concerning the sponsorship of a Distributor, the final decision will be made by USANA.

#### 3.23.2 Placement Changes

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 ten (10) days of enrollment. If you make such a request, you must also submit the written consent of your Sponsor and that person's Sponsor along with the required placement change fee. If at the time of the request you have any downline organization 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 you terminate your distributorship in writing you may rejoin under the Sponsor of your choice after a period of six (6) months. Following termination of your distributorship, you may participate as a Preferred Customer during the six (6) month period. In the event you terminate your distributorship, you forfeit all rights, bonuses, and commissions under your previous line of sponsoring. You may not avoid compliance

with this policy through the use of assumed names, corporations, partnerships, trusts, trade names, spouse names, Hong Kong Identify Card numbers, etc. You also may not avoid compliance with this policy by allowing a former distributor to participate in any way in your distributorship:

- If you have been "inactive" (i.e., no purchases or sales of USANA products or participation in any other form as a Distributor) for a period of twelve (12) successive months, you may terminate your distributorship in writing and register immediately under the Sponsor of your choice.

### 3.2.3 Crossline Raiding

"Crossline raiding" is defined as enrollment or attempted enrollment 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, assumed names, corporations, partnerships, trusts, spouse names, or Hong Kong Identify Card 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 Downline Organization.

## Section 4 – Responsibilities of Distributors and Sponsors

### 4.1 Ongoing Supervision, Training, and Sales

Any Distributor who sponsors another Distributor into USANA must train the new Distributor in product knowledge, effective sales techniques, the Cellular Compensation Plan, and the Policies and Procedures. Distributors must also supervise and monitor Distributors in their Downline Organization 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/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 Non-disparagement

In setting the proper example for their Downline, Distributors must not disparage other USANA Distributors, USANA's Products, the Cellular Compensation Plan, or the Company's employees. Such disparagement constitutes a material breach of these Policies and Procedures.

### 4.3 Holding Applications or Orders

All Distributors must forward to USANA any forms and applications they receive from other Distributors or applicant Distributors, or Preferred Customers or applicant Preferred Customers, on the next business day after which the forms or applications are signed.

### 4.4 Reporting Policy Violations

Distributors should report any observed violations of a policy to the USANA Compliance Department.

## Section 5 – Sales Requirements

### 5.1 Product Sales

The USANA Cellular Compensation Plan is based upon the sale of USANA products and services to end customers. Distributors

must fulfil specified personal and Downline Organization sales requirements (as well as meet other responsibilities set forth in these Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied in order for Distributors to be eligible for commissions:

- A minimum of seventy percent (70%) of a Distributor's orders must be for Customers or end users. The sales volume of a Distributor's personally involved Preferred Customers shall be included for the purpose of determining compliance with the 70% requirement. Distributors may not purchase additional product units at least seventy percent (70%) of the previous order has been sold to end consumers.
- Distributors are required to furnish their Retail Customers with a receipt which specifies the date of sale, the amount of sale, the items purchased, and the USANA satisfaction guarantee. Distributors must maintain all retail sales receipts for a period of two (2) years and furnish them to USANA at the company's request. Records documenting the purchases of Distributors' Preferred Customers will be maintained by USANA.

### 5.2 Retail Customer Sales

Suggested retail prices set by USANA are recommended prices only. Distributors may sell USANA products at any price they choose. However, we highly recommend that the products are not sold below the Suggested price. All Distributors must provide their Retail Customers with an official USANA sales receipt. These receipts outline the Customer Return Warranty for USANA products, as well as any consumer protection rights.

### 5.3 Excessive Purchase of Inventory Prohibited

(Updated on June 1, 2010)

USANA strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement in the Cellular 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. To avoid product purchases in unreasonable amounts solely for the purpose of qualifying for commissions, no Distributor shall receive any commissions (excluding Elite Bonus) in excess of twenty five percent (25%) of their total Group Sales Volume each week from any combination of more than five (5) of his/her earned Business Centers (including Re-Entry Certificate).

In addition, commission volume points in excess of twenty five percent (25%) of total Group Sales Volume will not be counted for purposes of calculating Matching Bonus for the Sponsor of the Distributor.

Distributors whose commission volume points exceed twenty five percent (25%) of total Group Sales Volume will be ineligible for bonuses (i.e. Matching Bonus, Leadership Bonus & Elite Bonus) for a 13-week period at the first occurrence, and an additional fifty two (52) weeks for each occurrence thereafter.

Distributors are not required to carry inventory of products or sales aids other than the initial BOS/Starter Kit. Distributors who do so may find building a downline organization 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

No monies should be paid to or accepted by a Distributor for a sale except at the time of product delivery.

## Section 6 – Bonuses and Commissions

### 6.1 Bonus and Commission Cycles

USANA pays commissions weekly. A Distributor must review his/her commissions and report any errors or discrepancies to USANA within thirty (30) days from the date of the commission check. Errors or discrepancies which are not brought to USANA's attention within the thirty-day period will be deemed waived by the Distributor.

### 6.2 Adjustment of Bonuses and Commissions

Distributors earn commissions and bonuses based on product sales to End Consumers. Accordingly, USANA will adjust commissions and bonuses earned from any sales 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 Distributor's group volume within the first two (2) weeks after the refund is given.

### 6.3 Loss of Rights to Commissions

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

### 6.4 Unclaimed Commissions and Credits

(Updated on August 1, 2010)

For receiving commissions and/or bonuses, Distributor must deposit or cash checks within six (6) months of the issue date, or validly set up AutoDeposit arrangement with his/her HKD bank account; failing which, USANA will attempt to notify Distributor by sending written notice(s) to his/her last known address, identifying the subject amount, and advising Distributor the right to request the subject amount be reissued.

There shall be a HK\$200 (subject to change without prior notice) charge for every single instance of reissuance of commissions and/or bonuses, and a HK\$120 fee for each notice sent to the Distributor. These charges shall be deducted directly from the balance owed to the Distributor.

## Section 7 – Product Guarantees, Returns, and Inventory Repurchase

### 7.1 Product Exchange Guarantee

- 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 through maximizing commissions or manipulating the compensation plan (as evidenced through patterns observed outside of the average Distributor pattern of exchanges) will not be honored and are considered a material breach of the Distributor Agreement.

### 7.2 Thirty (30) Day Return Policy

#### 7.2.1 Retail Customers

USANA obligates its Distributors to honor the Company's 100%, unconditional, 30-day, money-back guarantee to all Retail Customers. If for any reason a Retail Customer is dissatisfied with any USANA product, he/she may return the product to the Distributors from whom the product was purchased within thirty (30) days from the date of purchase for a replacement, exchange, or full refund of the purchase price. If the Retail Customer requests a refund, the Distributors who sold the product to the retail Customer must immediately refund the Retail Customer's purchase price. (Retail Customers must return merchandise to the Distributors who sold it to them; USANA will not accept

returned merchandise directly from Retail Customers.) The Distributors, in turn, should complete a Dissatisfied Consumer Product Return and forward the form along with the original sales receipt and returned merchandise with the original shipping it to the Distributors. All retail customers must be provided with two copies of an official USANA sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of their rights to cancel the sales agreement.

#### 7.2.2 Preferred Customers

USANA offers a 100% Money-Back Guarantee to all Preferred Customers, and retail customers who order directly from the official USANA website, a 100%, 30-day, money-back guarantee on their initial product order. If for any reason a Preferred Customer is dissatisfied with any USANA product, he/she may return that product to the Company within thirty (30) days for a replacement, exchange, or full refund of the purchase price. If a Preferred Customer returns merchandise equal to, or exceeding, HK\$768, this will be deemed a Voluntary Cancellation. In such returns, the Company shall repurchase the inventory pursuant to the terms of Section 7.3. Moreover, the Company will adjust the appropriate Distributor's Sales Volume Pursuant to Section 6.2.

#### 7.2.3 Distributors

If a Distributor elects to cancel his/her distributorship during the thirty-day period immediately following his/her enrollment, USANA will refund 100% of the price of the BDS and all products purchased as part of the Distributor's initial order (excluding shipping). The canceling Distributor must return the products and the entire BDS to USANA, shipping prepaid, along with a letter explaining that he/she wishes to terminate his/her distributorship and receive a refund. Please note that this 100% refund (less shipping) does not apply once a Distributor places his/her second product order. After the first order, refunds for returned products, BDSs, and sales aids are made pursuant to Section 7.3. If a Distributor returns his/her BDS and/or merchandise equal to, or exceeding HK\$768, for a refund, the return constitutes a Voluntary Cancellation of his/her Distributor Agreement. The Company will adjust the appropriate Distributor's Sales Volume pursuant to Section 6.2. Moreover, USANA may deduct the amount of the refund any commissions or bonuses the Distributor may have received as a result of the products that he/she is returning.

### 7.3 All Other Returns

After the initial order, a Distributor may return to USANA products, including promotional materials and sales aids, purchased within the past 365 days for a refund of 90% of the purchase price (less handling and delivery charges) if the merchandise is in resalable condition, unless otherwise required by law. However, returns that result in refunds in excess of HK\$768 may result in the termination of the distributorship. Moreover, USANA may deduct from the amount of the refund any commissions or bonuses the Distributor may have received as a result of the products that he/she is returning.

### 7.4 Procedures for All Returns and Repurchases

To receive a refund, exchange, or replacement on product purchased a Distributor 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. The distributor is responsible for tracing your return shipment should that be necessary.

If a Distributor returns product from a Retail Customer, he/she must:



- Send the product to USANA within ten (10) days of the customer's return. The package must be accompanied by completed Dissatisfied Customer Product Return Form, a copy of the original sales receipt, and the unused portion in the original container.
- Only the Preferred Customer or Distributor who ordered the product from USANA may return it.
- USANA is not liable for items lost in transit.

**Section 2 – Dispute Resolution and Disciplinary Proceedings**  
**2.1 Dispute Between Distributors**

**2.1.1 Grievances and Complaints**

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective USANA businesses, the complaining Distributor should first discuss the problem with the other Distributor. If this does not resolve the problem, the complaining Distributor should report the problem to his/her Gold Director to resolve the issue at a local level. If the matter cannot be resolved, it must be reported in writing to the USANA Compliance Department. The Compliance Department will review the complaint and make a final decision. The complainant should identify specific instances of alleged improper conduct. To the extent possible, identify the relevant dates on which the event(s) complained of took place, the location(s) where it occurred, and all persons who have first hand knowledge of the improper conduct.

**2.1.2 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 discretion, 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 law of Hong Kong Special Administration Region ("Hong Kong"). The parties to the Distributor Agreement hereby irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts.

**8.3 Disciplinary Actions**

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 sanction:

- 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 programs, progressing in the Cellular Compensation Plan, or participating as a Sponsor (including participating as an International 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**  
**9.1 Ordering Methods**

Distributor may place orders by telephone, fax, mail, e-mail, through the internet, or through the Autoship Program. Call Distributor Services for your Personal Identification Number (PIN) 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 credit card on file.

When ordering by fax – print information legibly on the order form and use the white copy to fax. Payments may be made by credit card on file, or other credit card which copies of credit card's forth and back are required.

Keep a copy of the order form for your records.

**9.2 Autoship Program**

Distributors and Preferred Customers in good standing may participate in the USANA Autoship Program. As Distributor may enroll in this program through their Distributor Application and Agreement or by completing an Autoship Agreement, identifying the products you wish USANA to automatically send to you each four-week rolling period. The credit card or bank account from which you authorize payment will be automatically charged the amount of the order plus applicable shipping. Distributors must ensure that they have adequate funds in their account the week prior to the processing of the Autoship order.

**9.3 General Order Policies**

On phone and/or fax orders with invalid or incorrect payment, USANA will attempt to contact the Distributor by telephone and/or mail to try to obtain payment. If these attempts are unsuccessful after five (5) working days, the order will be returned unprocessed. No C.O.D. orders will be accepted. USANA maintains no minimum order requirements. Orders for products and sales aids maybe combined.

**9.4 Purchasing USANA Products**

Each Distributor must purchase his/her products directly from USANA in order to receive the sales volume credits associated with that purchase.

**9.5 Back Order Policy**

As a general rule, USANA will not back order out-of-stock items. However, USANA may back order Autoship items, if necessary.

**9.6 Shipping Discrepancies**

Failure to notify USANA of any shipping discrepancy or damage within thirty (30) days of shipment will cancel a Distributor's right to request a correction. Follow the procedure for correcting a shipping discrepancy outlined on the Distributor Product Exchange or Return Form.

### 9.7 Pick-up Order Policy

Product orders that are to be picked up from the USANA office must be collected within four (4) weeks. Failure to do so can result in a Distributor's account being suspended until the products are collected. During the period of suspension, a distributor cannot, among other things, place orders (whether at the office, by phone, fax, mail, email, online or Autoship) and will not receive any commissions due.

When picking-up products on behalf of another Distributor or Preferred Customer, a third party must present proper written authorization and his/her own identification documents.

## Section 10 – Payment and Shipping

### 10.1 Methods of Payment

All terms and authorizations must be accompanied by the Distributor's signature.

USANA will accept the following methods of payments:

- Credit cards – USANA accepts Visa and Master Card. In the event that the charge is declined, the order will not be accepted. Using someone else's credit card without their express, written permission is prohibited and may be grounds for involuntarily cancellation of a distributorship.
- Auto Pay – Authorizes to this program USANA debit a Distributor or Preferred Customer's bank account for the amount of his/her order and fees incurred. To apply for participation in the Auto Pay Program, you must be on Autoship. You must also complete the Auto Pay Program form and submit it to USANA.

### 10.2 Insufficient Funds and Declined Credit

All electronic funds transfers returned and unpaid by the bank will incur a HK\$150 charge. Any outstanding balance owed to USANA will be deducted from subsequent commission or bonus checks. Failure to resolve any outstanding balance owed to USANA may result in the involuntary cancellation of distributorship.

### 10.3 Autoship Program

- Once initiated, the program will remain in effect until a written cancellation is received by USANA.
- Any changes or cancellation must be received in writing no later than the Tuesday of the week prior to the Autoship.
- Participation in the Autoship Program is purely optional and does not relieve a Distributor from compliance with the retail sales requirement or from compliance with the seventy percent (70%) resale rule.

## Section 11 – Distributor Services

### 11.1 Changes to the Distributorship

#### 11.1.1 In General

Each Distributor must immediately notify USANA of all changes to the information contained on the Distributor Application and Agreement. Distributors may modify their existing Distributor Agreement by submitting a written request, a properly executed Distributor Application and Agreement, and appropriate supporting documentation.

#### 11.1.2 Addition of Co-Applicants

When adding a co-applicant to an existing distributorship, USANA require both a written request and a properly completed Distributor Application and Agreement containing the applicant's and co-applicant's Hong Kong Identity Card number and

signatures. The modifications permitted within the scope of this paragraph do not include a change of sponsorship.

### 11.2 Downline Genealogy Reports and Commission Statements

#### 11.2.1 Downline Genealogy Reports

Downline Genealogy Reports are optional and may be ordered by calling Order Express and having Downline Management added to your Autoship. Reports may also be ordered by mail by filling out and submitting a Downline Report/General Program Request form to USANA. When a Distributor orders a Downline Genealogy Report, USANA will deduct applicable processing charges from the Distributor's commission earnings. Downline Genealogy Reports contain trade secret information which is proprietary to USANA Health Sciences, Inc. Refer to Section 3.6.2 for restrictions on use of these reports.

#### 11.2.2 Commission Statements

Commission Statements are printed for all active Distributors receiving a commission check and are mailed with the commission checks. Commission Statements are not optional.

#### 11.3 Errors or Questions

In the event a Distributor has questions about or believes that any errors have been made regarding commissions, bonuses, Downline Genealogy Reports, orders, or charges, or placement information, the Distributor must notify USANA within thirty (30) days of the date of the purported error or incident in question. USANA will not be responsible for any error, omission, or problem not reported within thirty (30) days.

#### 11.4 Resolving Problems

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

## Section 12 – Inactivity and Cancellation Policies

### 12.1 Inactivity

Distributors who do not meet the Personal Sales Volume requirements specified in the USANA Cellular Compensation Plan for any four-week rolling period will not receive a commission for the sales generated through their Downline Organization for that four-week rolling period.

### 12.2 Involuntary Cancellation

A Distributor's violation of any of the terms of the Distributor Agreement, including any amendments which may be made by USANA in its sole discretion from time to time, constitutes a material breach of the Distributor Agreement and may result, at USANA's option, in any of the Disciplinary Actions listed in Section 8.3, including cancellation of his/her distributorship. Involuntary Cancellation of a distributorship will result in the Distributor's loss of all rights to his/her Downline Organization and any bonuses and commissions generated thereby. A Distributor whose Agreement is involuntarily canceled shall receive commissions and bonuses only for the last full calendar week prior to termination.

When a distributorship involuntarily canceled, the Distributor will be notified by certified mail at the address on file with the Company. Cancellation is effective on the date on which written notice is mailed via certified mail, return receipt requested, to the Distributor's last known address or when the Distributor receives actual notice of cancellation, whichever occur first.

In the event of such Involuntary Cancellation, the Distributor must immediately cease to represent himself/herself as a USANA Distributor.

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 the fifteen-day period, the cancellation will be final. The Distributor must submit all supporting documentation with his/her appeal correspondence. The written appeal will be reviewed by the Compliance Department. If the Distributor files a timely appeal of termination, the Compliance 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. A Distributor whose Distributor Agreement is involuntarily canceled may reapply to become a Distributor twelve (12) calendar months from the date of cancellation. Any Distributor wishing to reapply must submit a letter to the USANA Compliance Department setting forth the reasons why he/she believes USANA should allow him/her to operate as a Distributorship. It is within USANA's sole discretion whether to permit such an individual to again operate a USANA business.

### 12.3 Written Cancellation

A Distributor or a Preferred Customer may cancel his/her Agreement with USANA at any time and for any reason by providing written notice to USANA indicating his/her intent to discontinue his/her distributorship or Preferred Customer status. The written notice must include the Distributor's or Preferred Customer's signature, printed name, address, and appropriate identification number.

### 12.4 Effect of Cancellation

Following a Distributor's voluntary or involuntary cancellation, such former Distributor shall have no right, title, claim, or interest to the Downline Organization which he/she operated or any bonus and/or commission from the sales generated by the organization. Following a Distributor's voluntary or involuntary cancellation, the former Distributor shall not hold himself/herself out as a USANA Distributor, shall not have the right to sell USANA products or services, must remove any USANA sign from public view, and must discontinue using any other material bearing any USANA logo, trademarks, or service marks.

A Distributor who is voluntarily canceled will receive commissions and bonuses only for the last full calendar week prior to his/her cancellation. A Distributor whose Agreement is involuntarily canceled will receive commissions and bonuses only the last full calendar week prior to cancellation, unless monies were withheld by the Company during an investigation period. If an investigation of the Distributor's conduct results in his/her involuntary cancellation, he/she shall not be entitled to recover withheld commissions and bonuses.

Upon request, a Distributor who voluntarily cancels his/her Distributor Agreement may become a Preferred Customer by submitting a Preferred Customer Agreement to USANA.

## Section 13 – Definitions

### Definition of Terms

Active Distributor – A Distributor who satisfies the minimum Personal Sales Volume requirements as set forth in the USANA

### Cellular Compensation Plan

Distributor – An individual who has executed a Distributor Application and Agreement which has been accepted by USANA. Distributors are required to meet certain qualifications and are responsible for the training, motivation, support, and development of the Distributors in the respective Downline Organizations. Distributors are entitled to purchase USANA products at wholesale prices, enroll Preferred Customers, and new Distributors, and take part in all Company Distributor programs.

Business Center – the term "Business Center" is defined in the USANA Cellular Compensation Plan.

Cancellation – Termination of an individual's Distributor Agreement or Preferred Customer Agreement. Cancellation may be either voluntary or involuntary.

Involuntary Cancellation – The termination of a Distributor Agreement which is initiated by USANA.



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