
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported):
April 26, 2006

USANA HEALTH SCIENCES, INC.

(Exact name of registrant as specified in its charter)

Commission File No. 0-21116

Utah
(State or other jurisdiction of
incorporation)

87-0500306
(IRS Employer Identification
Number)

3838 West Parkway Boulevard
Salt Lake City, Utah 84120
(Address of principal executive offices, Zip Code)

Registrant's telephone number, including area code: **(801) 954-7100**

Former name or former address, if changed since last report: **Not Applicable**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

USANA Health Sciences, Inc. (the "Company") previously reported on a Form 8-K filed with the Securities and Exchange commission on April 25, 2006, that at the 2006 Annual Meeting of Shareholders of the Company held on April 19, 2006, the shareholders of the Company approved the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan (the "Plan"). A copy of the Plan was filed as Exhibit 10.1 to such Form 8-K. The form of Stock Option Agreement for grants of non-statutory stock options under the Plan for Employees is filed as Exhibit 10.1 hereto, and is incorporated herein by reference. The form of Stock Option Agreement for grants of non-statutory stock options under the Plan for Directors who are not employees is filed as Exhibit 10.2 hereto, and is incorporated herein by reference. The form of Incentive Stock Option Agreement for grants of incentive stock options under the Plan is filed as Exhibit 10.3 hereto, and is incorporated herein by reference. The form of Stock-Settled Stock Appreciation Rights Award Agreement for grants of Stock Appreciation Rights under the Plan to employees is filed as Exhibit 10.4 hereto, and is incorporated herein by reference. The form of Stock-Settled Stock Appreciation Rights Award Agreement for grants of Stock Appreciation Rights under the Plan to directors who are not employees is filed as Exhibit 10.5 hereto, and is incorporated herein by reference. The form of Deferred Stock Unit Award Agreement for grants of deferred stock units to directors who are not employees under the Plan is filed as Exhibit 10.6 hereto, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Stock Option Agreement for award of non-statutory stock options to employees under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.
10.2	Form of Stock Option Agreement for award of non-statutory stock options to directors who are not employees under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.
10.3	Form of Incentive Stock Option Agreement under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.
10.4	Form of Stock-Settled Stock Appreciation Rights Award Agreement for employees under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.
10.5	Form of Stock-Settled Stock Appreciation Rights Award Agreement for directors who are not employees under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.
10.6	Form of Deferred Stock Unit Award Agreement for grants of deferred stock units to directors who are not employees under the USANA Health Sciences, Inc. 2006 Equity Incentive Award Plan.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

USANA HEALTH SCIENCES, INC.

By: /s/ Gilbert A. Fuller
Gilbert A. Fuller, Chief Financial Officer

Date: April 26, 2006

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USANA HEALTH SCIENCES, INC.

EMPLOYEE STOCK OPTION AGREEMENT

Optionee:
 Date of Grant:
 Number of Covered Shares:
 Exercise Price Per Share:
 Expiration Date:

This Stock Option Agreement (“Agreement”) is entered into as of the day of , between USANA HEALTH SCIENCES, INC., a Utah corporation (the “Company”), and (“Optionee”).

WHEREAS, the Company has adopted the 2006 USANA Health Sciences, Inc. Equity Incentive Award Plan (the “Plan”) and has approved the granting to certain employees of the Company of stock options to purchase common stock of the Company, par value \$.001 per share (“Common Stock”); and

WHEREAS, Optionee is employed by the Company in a key executive capacity, or is engaged by the Company as an officer and/or employee, and the Company desires that Optionee remain in such employ and desires to secure or increase Optionee’s stock ownership of the Company in order to increase Optionee’s incentive and personal interest in the welfare of the Company.

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Grant of Options. On the terms and conditions set forth in this Agreement, including but not limited to the substitution provisions of Section 27 below, the Company hereby grants to Optionee nonqualified stock options (the “Options”) to purchase all or any part of an aggregate amount of () shares of the Common Stock of the Company at a purchase price of \$ per share.
2. Term of Options; Vesting. Except as otherwise provided in Sections 5 and 11 below, the Options shall be fully vested on the Date of Grant and shall remain exercisable until () years after the Date of Grant (the “effective term”), at which time the Options shall terminate and not be exercisable thereafter.
3. Exercise of Options. The Options or any portion thereof may be exercised by Optionee paying the purchase price of any shares with respect to which the Options are being exercised by cash, certified check or cashier’s check (but no personal checks unless otherwise approved by the Committee). Except as otherwise provided by the Committee before the Option is exercised, (i) all or a portion of the Exercise Price may be paid by Optionee by delivery of shares of Common Stock already owned by Optionee for at least six (6) months and acceptable to the Committee having an aggregate Fair Market Value (as of the date of exercise) that is equal to the amount of cash that would otherwise be required; (ii) Optionee may pay the Exercise Price by authorizing a third party to sell shares of Stock (or a sufficient portion of the shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and any tax withholding resulting

from such exercise; or (iii) Optionee may pay the Exercise Price by a reduction in the amount of any Company liability to the Optionee. In each case Optionee’s payment shall be delivered with a written notice of exercise which shall:

- a. State the number of shares being exercised, the name, address and social security number of each person for whom the stock certificate or certificates for such shares of the Common Stock are to be registered;
- b. Contain any representations and agreements as to Optionee’s investment intent with respect to the shares exercised as may be satisfactory to the Company’s counsel; and
- c. Be signed by the person or persons entitled to exercise the Options and, if the Options are being exercised by any person or persons other than Optionee, be accompanied by proof satisfactory to counsel for the Company of the right of such person or persons to exercise the Options.

In addition, unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933, as amended, upon and effective as of the date of exercise of the Option under this Agreement, Optionee agrees, represents and warrants that Optionee (i) is acquiring the shares of Common Stock for investment with no present intention of distributing or selling such shares or any interest therein except as permitted under this Agreement; (ii) is not only an employee but also a director or executive officer of the Company experienced in making risky investments and has the capacity to protect his interests in connection with making his decision to exercise the Option; (iii) is well-informed or capable of asking questions of the Company’s officials to make himself well-informed concerning the nature of his investment decision to exercise the Option and of the true financial status of the Company; and (iv) has obtained, analyzed and retained (or elected not to retain) copies of the Company’s current financial statements. Further, as a condition to the exercise of the Options, the Company may require the person exercising the Options to make any representation and warranty to the Company that may be required by any applicable law or regulation.

4. Stock Settlement Feature. Notwithstanding anything contained herein to the contrary, the Committee in its sole discretion may, at any time prior to an exercise of the Options and with written notice to the Optionee, elect to settle an exercise of the Options by the Optionee in whole or in part through the stock settlement feature described in this Section. To the extent that the Committee elects the stock settlement feature:

a. The provisions of Section 3 relating to the payment of the purchase price shall not be applicable; and

b. In lieu of delivering the shares of Common Stock for which the Options are being exercised, the Company shall deliver the number of shares of Common Stock to the Optionee, subject to the provisions of Section 10 hereof, equal to the result of dividing the Cash Amount (as defined below) by the Fair Market Value of one share of Common Stock on the date of exercise of the Options. The "Cash Amount" is equal to the result of multiplying (A) the number of shares of Common Stock for which the Options are being exercised that are settled by the stock settlement feature by (B) the difference between (x) the Fair Market Value of one share of Common Stock on the date of exercise of the Options and (y) the Exercise Price. Any shares of Common Stock delivered above shall be subject to the restrictions of Section 9 hereof. Notwithstanding the foregoing, this Section shall not be effective until the date that Financial Standards Board Statement No. 123 (revised 2004) is applicable to the financial statements of the Company.

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5. Termination of Employment or Death.

a. In the event Optionee's employment shall be involuntarily terminated by the Company without cause, the Optionee may exercise the Options, provided such exercise occurs both within the remaining effective term of the Options and ninety (90) days after the date of termination by the Company.

b. In the event Optionee dies while employed by the Company or dies within ninety (90) days after termination of employment with the Company (whether such termination preceding death was by reason of Retirement or Disability, involuntary termination without cause, or voluntary termination (but not termination For Cause)), the Options granted hereunder to Optionee shall be exercisable within three (3) years after the date of Optionee's death. The legal representative, if any, of Optionee's estate, or otherwise the appropriate legatees or distributees of Optionee's estate, may exercise the Option on behalf of Optionee.

c. In the event Optionee's employment shall terminate on account of Retirement or Disability, the Options held by Optionee may be exercised by Optionee, provided such exercise occurs within the remaining effective term of the Options.

d. In the event Optionee shall have an Involuntary Termination of Employment "For Cause" (as defined in Section 12(d)(ii) of the Plan), no exercise period shall exist and Optionee shall forfeit the Options as of the date of termination.

e. For purposes of this Agreement, termination of employment shall be considered to occur when an employee is no longer an employee of the Company or any Subsidiary. Whether an authorized leave of absence or absence on military or government service shall constitute termination of employment for purposes of this Agreement shall be determined by the Committee. Retirement shall be considered to mean retirement as defined in the Plan.

6. Transfer of Options. Unless the Company, upon advice of its securities counsel, directs otherwise, the Options may not be assigned or transferred in any manner except upon the death of Optionee by will or by the laws of descent and distribution. During the lifetime of Optionee, the Options shall be exercisable only by Optionee.

7. Reservation of Shares. The Company, during the term hereof, will at all times reserve and keep available, and will seek or obtain from any regulatory body having jurisdiction any requisite authority in order to issue and sell such number of shares of its Common Stock as shall be sufficient to satisfy the requirements hereof. The inability of the Company to obtain from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any shares of stock hereunder shall relieve the Company of any liability in respect of the nonissuance or sale of such stock as to which such requisite authority shall not have been obtained.

8. Application of Section 16(b). The parties acknowledge that, if the Company has a class of securities required to be registered pursuant to the Securities Exchange Act of 1934 (the "Exchange Act"), and if Optionee is an officer, director or ten percent (10%) shareholder of the Company, the grant to Optionee of Options hereunder, or the Optionee's sale of shares underlying the Options, may, unless the Plan is qualified under Rule 16b-3 of the SEC, subject Optionee to liability under the insider trading prohibitions of Section 16(b) of the Exchange Act, if Optionee purchases or sells Common Stock of the Company within six months before or after the grant of the Options, or within six months before or after the sale of the shares underlying the Options. This acknowledgment is for

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informational purposes only and is not to be construed as increasing, limiting or describing the rights and obligations of the parties hereunder.

9. Restriction on Option Exercise. Notwithstanding any contrary provision hereof, the Options may not be exercised by Optionee unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933 (the "Act"), and any other applicable securities laws of any other state, or the Company receives an opinion of counsel (which may be counsel for the

Company) reasonably acceptable to the Company stating that the exercise of the Options and the issuance of shares pursuant to the exercise is registered or exempt from such registration requirements. Optionee shall represent that unless and until the shares have been registered under the Act and applicable state securities laws: (1) Optionee is acquiring the shares for investment purposes only and without the intent of making any sale or disposition thereof; (2) Optionee has been advised and understands that the shares have not been registered for sale pursuant to federal and state securities laws and are “restricted securities” under such laws; and (3) Optionee acknowledges that the shares will be subject to stop transfer instructions and bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION. NO OFFER, SALE OR TRANSFER MAY TAKE PLACE WITHOUT PRIOR WRITTEN APPROVAL OF THE COMPANY BEING AFFIXED HERETO. IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT, SUCH APPROVAL SHALL BE GRANTED ONLY IF THE COMPANY HAS RECEIVED AN OPINION OF SHAREHOLDER’S COUNSEL AT SHAREHOLDER’S EXPENSE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT THIS CERTIFICATE MAY BE LAWFULLY TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION.

10. Withholding of Taxes. The Options may not be exercised unless Optionee has paid or has made provision satisfactory to the Company for payment of, federal, state and local income taxes, or any other taxes (other than stock transfer taxes) which the Company may be obligated to collect as a result of the issue or transfer of Common Stock upon such exercise of the Options. In its sole discretion, and at the request of Optionee, the Company may permit Optionee (other than an Optionee who would be subject to Section 16(b) of the Exchange Act) to satisfy the obligation imposed by this Section, in whole or in part, by instructing the Company to withhold up to that number of shares otherwise issuable to Optionee with a fair market value equal to the amount of tax to be withheld.

11. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company’s liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, the rights of Optionee with respect to the Options granted hereunder shall be governed by the Committee, as provided in the Plan.

12. Antidilution. The aggregate number of shares of Common Stock available for issuance under the Options, and the price per share, shall all be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock subsequent to the date of this Agreement

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resulting from a recapitalization, reorganization, merger, consolidation or similar transaction as provided in the Plan.

13. No Rights as a Stockholder. Optionee or a permitted transferee of the Options shall have no rights as a stockholder with respect to any shares covered by the Options until the date as of which stock is issued following exercise of such Options. Except as provided in this Agreement, no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or any other distributions for which the record date is prior to the date as of which such stock is issued.

14. No Employment Rights. This Agreement is not an employment agreement or contract and does not grant any employment rights to Optionee.

15. Other Provisions. The Company may, as a condition precedent to the exercise of the Options, require Optionee (including, in the event of Optionee’s death, his legal representatives, legatees or distributees) to enter into such agreements or to make such representations as may be required to make lawful the exercise of the Options and the ultimate disposition of the shares acquired by such exercise.

16. Notices. Any notice which either of the parties hereto is required or permitted to give to the other must be in writing and may be given by personal delivery, electronic or facsimile transmission, or by mailing the same by registered or certified mail, return receipt requested, to the party to which or to whom the notice is directed, at the address each party designates in writing. Any notice mailed to such address shall be effective when deposited in the mail, duly addressed and postage prepaid, notwithstanding failure by the addressee thereof to receive the mailed notice.

17. Governing Law. All transactions contemplated hereunder and all rights of the parties hereto shall be governed as to validity, construction, enforcement and in all other respects by the laws and decisions of the State of Utah.

18. Titles. The titles of the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

19. Amendment. This Agreement shall not be modified or amended except by written agreement signed by all of the parties hereto.

20. Attorney’s Fees and Costs of Enforcement. If any party to this Agreement shall incur any costs resulting from enforcement of this Agreement, the defaulting party shall be liable to the prevailing party for such costs. Costs, as used herein, shall include costs of enforcement, interpretation, or collection, including without limitation, reasonable attorney’s fees, court costs, collection charges, travel and other related or similar expenses.

21. Severability of Provisions. Any provision of this Agreement that is invalid, prohibited, or unenforceable in any jurisdiction, shall not invalidate the remainder of the provision or the remaining provisions of the Agreement.

22. Entire Agreement. Subject to the Plan, a copy of which in its present form is available from the Secretary of the Company, this Agreement contains all of the representations, declarations and statements from either party to the other and expresses the entire understanding between

the parties with respect to the transactions provided for herein. All prior memoranda, letters, statements and agreements concerning this subject matter, if any, are merged in and replaced by this Agreement.

23. Pronouns, Number and Gender. Wherever necessary to implement the intent of the parties hereto, references herein to the singular shall be interpreted as the plural, and vice versa, and the feminine, masculine or neuter gender shall be treated as one of the other genders.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Defined Terms. The capitalized terms contained in this Agreement but not otherwise defined herein shall have the same meanings given to them in the Plan.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COMPANY: **USANA HEALTH SCIENCES, INC.,**
a Utah corporation

By:
Name:
Title:

OPTIONEE:

(Signature)

(Printed Name)

USANA HEALTH SCIENCES, INC.

INDEPENDENT DIRECTOR STOCK OPTION AGREEMENT

Optionee:
 Grant Date:
 Number of Covered Shares:
 Exercise Price Per Share:
 Expiration Date: Fifth Anniversary of the Grant Date

This Stock Option Agreement ("Agreement") is entered into as of the day of , between USANA HEALTH SCIENCES, INC., a Utah corporation (the "Company"), and ("Optionee").

WHEREAS, the Company has adopted the 2006 USANA Equity Incentive Award Plan (the "Plan") and has approved the granting to certain directors who are not employees of the Company ("Independent Director," as defined in the Plan) of stock options to purchase common stock of the Company, par value \$.001 per share ("Common Stock"); and

WHEREAS, Optionee is engaged by the Company as a director who is not an employee of the Company and the Company desires to secure or increase Optionee's stock ownership of the Company in order to increase Optionee's incentive and personal interest in the welfare of the Company.

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Grant of Options. On the terms and conditions set forth in this Agreement, the Company hereby grants to Optionee nonqualified stock options (the "Options") to purchase all or any part of an aggregate amount of () shares of the Common Stock of the Company at a purchase price of \$ per share.

2. Term of Options; Vesting. Except as otherwise provided in Sections 4 and 10 below, the term of the Options commences on the Grant Date and ends on the Expiration Date, provided that Optionee remains an Independent Director of the Company. In no event may the Options be exercised later than the Expiration Date. The Options shall become vested and exercisable in four equal quarterly installments of twenty five percent (25%) of the Options, so as to be 100% vested and exercisable on the first anniversary of the Grant Date, subject to Optionee's continued service as an Independent Director of the Company on each vesting date. If Optionee's service as an Independent Director of the Company terminates, the Options may be exercised only as described in paragraph 4 below.

3. Exercise of Options. The Options or any portion thereof may be exercised by Optionee paying the purchase price of any shares with respect to which the Options are being exercised by cash, certified check or cashier's check (but no personal checks unless otherwise approved by the Committee). Except as otherwise provided by the Committee before the Option is exercised, (i) all or a portion of the Exercise Price may be paid by Optionee by delivery of shares of Common Stock already owned by Optionee for at least six (6) months and acceptable to the Committee having an aggregate Fair Market Value (as of the date of exercise) that is equal to the amount of cash that would otherwise be

required; (ii) Optionee may pay the Exercise Price by authorizing a third party to sell shares of Stock (or a sufficient portion of the shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and any tax withholding resulting from such exercise; or (iii) Optionee may pay the Exercise Price by a reduction in the amount of any Company liability to the Optionee. In each case Optionee's payment shall be delivered with a written notice of exercise which shall:

- a. State the number of shares being exercised, the name, address and social security number of each person for whom the stock certificate or certificates for such shares of the Common Stock are to be registered;
- b. Contain any representations and agreements as to Optionee's investment intent with respect to the shares exercised as may be satisfactory to the Company's counsel; and
- c. Be signed by the person or persons entitled to exercise the Options and, if the Options are being exercised by any person or persons other than Optionee, be accompanied by proof satisfactory to counsel for the Company of the right of such person or persons to exercise the Options.

In addition, unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933, as amended, upon and effective as of the date of exercise of the Option under this Agreement, Optionee agrees, represents and warrants that Optionee (i) is acquiring the shares of Common Stock for investment with no present intention of distributing or selling such shares or any interest therein except as permitted under this Agreement; (ii) is a director of the Company experienced in making risky investments and has the capacity to protect his interests in connection with making his decision to exercise the Option; (iii) is well-informed or capable of asking questions of the Company's officials to make himself well-informed concerning the nature of his investment decision to exercise

the Option and of the true financial status of the Company; and (iv) has obtained, analyzed and retained (or elected not to retain) copies of the Company's current financial statements. Further, as a condition to the exercise of the Options, the Company may require the person exercising the Options to make any representation and warranty to the Company that may be required by any applicable law or regulation.

4. Termination of Directorship or Death. In the event Optionee ceases to be an Independent Director for any reason, all then unvested Options awarded hereunder shall immediately terminate without notice to Optionee and shall be forfeited. Vested Options will be exercisable according to the following provisions:

a. If Optionee ceases to be an Independent Director for any reason other than retirement or Disability (which are governed by paragraph b. below), removal for Cause (which is governed by paragraph c. below) or death (which is governed by paragraph d. below), all Options awarded hereunder that are vested at such time shall be exercisable at any time prior to the Expiration Date.

b. If Optionee ceases to be an Independent Director on account of his retirement or Disability, all Options awarded hereunder that are vested at such time shall be exercisable at any time prior to the Expiration Date.

c. If Optionee is removed as an Independent Director prior to expiration of his term for Cause (as defined below), all outstanding Options awarded hereunder which are not exercisable immediately prior to removal, and all outstanding Options awarded hereunder which are exercisable immediately prior to removal, shall terminate as of the date of removal for Cause and may not be exercised. For purposes of this Award Agreement, "Cause" shall mean (i) any act of personal dishonesty in connection with Optionee's responsibilities to the Company and intended to result in

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substantial personal enrichment to Optionee, (ii) Optionee's conviction of a felony or (iii) Optionee's willful act which constitutes gross misconduct and which is injurious to the Company.

d. If Optionee's service as an Independent Director of the Company terminates by reason of Optionee's death, or if Optionee dies within the ninety day period after the date Optionee ceases to be an Independent Director of the Company for any reason other than Cause, any of Optionee's vested Options hereunder may be exercised by Optionee's estate, personal representative or beneficiary who has acquired the Options by will or by the laws of descent and distribution, at any time prior to the Expiration Date.

5. Transfer of Options. Unless the Company, upon advice of its securities counsel, directs otherwise, the Options may not be assigned or transferred in any manner except upon the death of Optionee by will or by the laws of descent and distribution. During the lifetime of Optionee, the Options shall be exercisable only by Optionee.

6. Reservation of Shares. The Company, during the term hereof, will at all times reserve and keep available, and will seek or obtain from any regulatory body having jurisdiction any requisite authority in order to issue and sell such number of shares of its Common Stock as shall be sufficient to satisfy the requirements hereof. The inability of the Company to obtain from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any shares of stock hereunder shall relieve the Company of any liability in respect of the nonissuance or sale of such stock as to which such requisite authority shall not have been obtained.

7. Application of Section 16(b). The parties acknowledge that, if the Company has a class of securities required to be registered pursuant to the Securities Exchange Act of 1934 (the "Exchange Act"), and if Optionee is an officer, director or ten percent (10%) shareholder of the Company, the grant to Optionee of Options hereunder, or the Optionee's sale of shares underlying the Options, may, unless the Plan is qualified under Rule 16b-3 of the SEC, subject Optionee to liability under the insider trading prohibitions of Section 16(b) of the Exchange Act, if Optionee purchases or sells Common Stock of the Company within six months before or after the grant of the Options, or within six months before or after the sale of the shares underlying the Options. This acknowledgment is for informational purposes only and is not to be construed as increasing, limiting or describing the rights and obligations of the parties hereunder.

8. Restriction on Option Exercise. Notwithstanding any contrary provision hereof, the Options may not be exercised by Optionee unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933 (the "Act"), and any other applicable securities laws of any other state, or the Company receives an opinion of counsel (which may be counsel for the Company) reasonably acceptable to the Company stating that the exercise of the Options and the issuance of shares pursuant to the exercise is registered or exempt from such registration requirements. Optionee shall represent that unless and until the shares have been registered under the Act and applicable state securities laws: (1) Optionee is acquiring the shares for investment purposes only and without the intent of making any sale or disposition thereof; (2) Optionee has been advised and understands that the shares have not been registered for sale pursuant to federal and state securities laws and are "restricted securities" under such laws; and (3) Optionee acknowledges that the shares will be subject to stop transfer instructions and bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE

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ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH

REGISTRATION. NO OFFER, SALE OR TRANSFER MAY TAKE PLACE WITHOUT PRIOR WRITTEN APPROVAL OF THE COMPANY BEING AFFIXED HERETO. IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT, SUCH APPROVAL SHALL BE GRANTED ONLY IF THE COMPANY HAS RECEIVED AN OPINION OF SHAREHOLDER'S COUNSEL AT SHAREHOLDER'S EXPENSE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT THIS CERTIFICATE MAY BE LAWFULLY TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION.

9. Withholding of Taxes. The Options may not be exercised unless Optionee has paid or has made provision satisfactory to the Company for payment of, federal, state and local income taxes, or any other taxes (other than stock transfer taxes) which the Company may be obligated to collect as a result of the issue or transfer of Common Stock upon such exercise of the Options. In its sole discretion, and at the request of Optionee, the Company may permit Optionee (other than an Optionee who would be subject to Section 16(b) of the Exchange Act) to satisfy the obligation imposed by this Section, in whole or in part, by instructing the Company to withhold up to that number of shares otherwise issuable to Optionee with a fair market value equal to the amount of tax to be withheld.

10. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company's liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, the rights of Optionee with respect to the Options granted hereunder shall be governed by the Committee, as provided in the Plan.

11. Antidilution. The aggregate number of shares of Common Stock available for issuance under the Options, and the price per share, shall all be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock subsequent to the date of this Agreement resulting from a recapitalization, reorganization, merger, consolidation or similar transaction as provided in the Plan.

12. No Rights as a Stockholder. Optionee or a permitted transferee of the Options shall have no rights as a stockholder with respect to any shares covered by the Options until the date as of which stock is issued following exercise of such Options. Except as provided in this Agreement, no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or any other distributions for which the record date is prior to the date as of which such stock is issued.

13. No Employment Rights. This Agreement is not an employment agreement or contract and does not grant any employment rights to Optionee.

14. Other Provisions. The Company may, as a condition precedent to the exercise of the Options, require Optionee (including, in the event of Optionee's death, his legal representatives, legatees or distributees) to enter into such agreements or to make such representations as may be required to make lawful the exercise of the Options and the ultimate disposition of the shares acquired by such exercise.

15. Notices. Any notice which either of the parties hereto is required or permitted to give to the other must be in writing and may be given by personal delivery, electronic or facsimile

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transmission, or by mailing the same by registered or certified mail, return receipt requested, to the party to which or to whom the notice is directed, at the address each party designates in writing. Any notice mailed to such address shall be effective when deposited in the mail, duly addressed and postage prepaid, notwithstanding failure by the addressee thereof to receive the mailed notice.

16. Governing Law. All transactions contemplated hereunder and all rights of the parties hereto shall be governed as to validity, construction, enforcement and in all other respects by the laws and decisions of the State of Utah.

17. Titles. The titles of the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

18. Amendment. This Agreement shall not be modified or amended except by written agreement signed by all of the parties hereto.

19. Attorney's Fees and Costs of Enforcement. If any party to this Agreement shall incur any costs resulting from enforcement of this Agreement, the defaulting party shall be liable to the prevailing party for such costs. Costs, as used herein, shall include costs of enforcement, interpretation, or collection, including without limitation, reasonable attorney's fees, court costs, collection charges, travel and other related or similar expenses.

20. Severability of Provisions. Any provision of this Agreement that is invalid, prohibited, or unenforceable in any jurisdiction, shall not invalidate the remainder of the provision or the remaining provisions of the Agreement.

21. Entire Agreement. Subject to the Plan, a copy of which in its present form is available from the Secretary of the Company, this Agreement contains all of the representations, declarations and statements from either party to the other and expresses the entire understanding between the parties with respect to the transactions provided for herein. All prior memoranda, letters, statements and agreements concerning this subject matter, if any, are merged in and replaced by this Agreement.

22. Pronouns, Number and Gender. Wherever necessary to implement the intent of the parties hereto,

references herein to the singular shall be interpreted as the plural, and vice versa, and the feminine, masculine or neuter gender shall be treated as one of the other genders.

23. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

24. Defined Terms. The capitalized terms contained in this Agreement but not otherwise defined herein shall have the same meanings given to them in the Plan.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COMPANY:

USANA HEALTH SCIENCES, INC.,
a Utah corporation

By:
Name:
Title:

OPTIONEE:

(Signature)

(Printed Name)

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USANA HEALTH SCIENCES, INC.

EMPLOYEE INCENTIVE STOCK OPTION AGREEMENT

Optionee:
 Date of Grant:
 Number of Covered Shares:
 Exercise Price Per Share:
 Expiration Date:

This Incentive Stock Option Agreement (“Agreement”) is entered into as of the _____ day of _____, between USANA HEALTH SCIENCES, INC., a Utah corporation (the “Company”), and _____ (“Optionee”).

WHEREAS, the Company has adopted the 2006 USANA Health Sciences, Inc. Equity Incentive Award Plan (the “Plan”) and has approved the granting to certain employees of the Company of incentive stock options to purchase common stock of the Company, par value \$.001 per share (“Common Stock”); and

WHEREAS, Optionee is employed by the Company in a key executive capacity, or is engaged by the Company as an officer and/or employee, and the Company desires that Optionee remain in such employ and desires to secure or increase Optionee’s stock ownership of the Company in order to increase Optionee’s incentive and personal interest in the welfare of the Company.

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Grant of Options. On the terms and conditions set forth in this Agreement, including but not limited to the substitution provisions of Section 26 below, the Company hereby grants to Optionee incentive stock options as that term is used in Section 422 of the Code (the “ISOs”) to purchase all or any part of an aggregate amount of _____ () shares of the Common Stock of the Company at a purchase price of \$ _____ per share. However, to the extent that the Fair Market Value of Common Stock with respect to which ISOs are exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company) exceeds \$100,000, such portion in excess of \$100,000 shall be treated as a nonqualified stock option (“NSO”). The ISOs and the NSOs are collectively referred to herein as the “Options”.

2. Term of Options; Vesting Schedule. Except as otherwise provided in Sections 4 and 10 below, the Options shall vest and become exercisable pursuant to the following vesting schedule, and shall remain exercisable until _____ () years and _____ () days after the date of this Agreement (/ / , the “effective term”), at which time the Options shall terminate and not be exercisable thereafter:

a. Options to purchase _____ () of the total number of shares subject to Options granted shall vest and become exercisable / / , provided Optionee satisfactorily completes _____ () months of service (as determined by the Company’s Board of Directors).

b. Options to purchase _____ () of the total number of shares subject to Options granted shall vest and become exercisable / / , / / ,

/ / , and / / , provided Optionee satisfactorily completes an additional _____ () months of service each year.

3. Exercise of Options. The Options or any portion thereof may be exercised by Optionee paying the purchase price of any shares with respect to which the Options are being exercised by cash, certified check or cashier’s check (but no personal checks unless otherwise approved by the Committee). Except as otherwise provided by the Committee before the Option is exercised, (i) all or a portion of the Exercise Price may be paid by Optionee by delivery of shares of Common Stock already owned by Optionee for at least six (6) months and acceptable to the Committee having an aggregate Fair Market Value (as of the date of exercise) that is equal to the amount of cash that would otherwise be required; (ii) Optionee may pay the Exercise Price by authorizing a third party to sell shares of Stock (or a sufficient portion of the shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and any tax withholding resulting from such exercise; or (iii) Optionee may pay the Exercise Price by a reduction in the amount of any Company liability to the Optionee. In each case Optionee’s payment shall be delivered with a written notice of exercise which shall:

a. State the number of shares being exercised, the name, address and social security number of each person for whom the stock certificate or certificates for such shares of the Common Stock are to be registered;

b. Contain any representations and agreements as to Optionee’s investment intent with respect to the shares exercised as may be satisfactory to the Company’s counsel; and

c. Be signed by the person or persons entitled to exercise the Options and, if the Options are being exercised by any person or persons other than Optionee, be accompanied by proof satisfactory to counsel for the Company of the right of

such person or persons to exercise the Options.

In addition, unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933, as amended, upon and effective as of the date of exercise of the Option under this Agreement, Optionee agrees, represents and warrants that Optionee (i) is acquiring the shares of Common Stock for investment with no present intention of distributing or selling such shares or any interest therein except as permitted under this Agreement; (ii) is not only an employee but also a director or executive officer of the Company experienced in making risky investments and has the capacity to protect his interests in connection with making his decision to exercise the Option; (iii) is well-informed or capable of asking questions of the Company's officials to make himself well-informed concerning the nature of his investment decision to exercise the Option and of the true financial status of the Company; and (iv) has obtained, analyzed and retained (or elected not to retain) copies of the Company's current financial statements. Further, as a condition to the exercise of the Options, the Company may require the person exercising the Options to make any representation and warranty to the Company that may be required by any applicable law or regulation.

4. Termination of Employment or Death.

a. In the event Optionee's employment shall be involuntarily terminated by the Company without cause, the Options shall only be exercisable for those portions of the Options which have completely vested as of the date of Involuntary Termination of Employment, provided such exercise occurs both within the remaining effective term of the Options and ninety (90) days after the date of termination by the Company.

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b. In the event Optionee dies while employed by the Company or dies within ninety (90) days after termination of employment with the Company, whether by reason of Retirement or Disability, involuntary termination without cause, or voluntary termination (but not termination For Cause), the Options granted hereunder to Optionee shall be exercisable within three (3) years after the date of Optionee's death, but the Options may not be exercised for more than the number of Shares, if any, as to which the Options were exercisable by Optionee immediately prior to the date of his death or, if sooner, the date of termination of employment. The legal representative, if any, of Optionee's estate, or otherwise the appropriate legatees or distributees of Optionee's estate, may exercise the Option on behalf of Optionee.

c. In the event Optionee's employment shall terminate on account of Retirement or Disability, the Options held by Optionee, to the extent exercisable through the date of such retirement or disability, may be exercised by Optionee, provided such exercise occurs within both the remaining effective term of the Options and three (3) years from the date of termination of employment.

d. In the event of Optionee's Voluntary Termination of Employment, Optionee may exercise the Options provided such exercise occurs within both the remaining effective term of the Options and ninety (90) days from the date of termination, but the Options may not be exercised for more than the number of shares, if any, as to which the Options were exercisable by Optionee immediately prior to such termination of employment.

e. In the event Optionee shall have an Involuntary Termination of Employment "For Cause" (as defined in Section 12(d)(ii) of the Plan), no exercise period shall exist and Optionee shall forfeit the Options as of the date of termination.

f. To the extent not then exercisable in accordance with this Section, the Options shall terminate on the date Optionee's employment terminates with the Company.

g. For purposes of this Agreement, termination of employment shall be considered to occur when an employee is no longer an employee of the Company or any Subsidiary. Whether an authorized leave of absence or absence on military or government service shall constitute termination of employment for purposes of this Agreement shall be determined by the Committee. Retirement shall be considered to mean retirement as defined in the Plan.

5. Transfer of Options. Unless the Company, upon advice of its securities counsel, directs otherwise, the Options may not be assigned or transferred in any manner except upon the death of Optionee by will or by the laws of descent and distribution. During the lifetime of Optionee, the Options shall be exercisable only by Optionee.

6. Reservation of Shares. The Company, during the term hereof, will at all times reserve and keep available, and will seek or obtain from any regulatory body having jurisdiction any requisite authority in order to issue and sell such number of shares of its Common Stock as shall be sufficient to satisfy the requirements hereof. The inability of the Company to obtain from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any shares of stock hereunder shall relieve the Company of any liability in respect of the nonissuance or sale of such stock as to which such requisite authority shall not have been obtained.

7. Application of Section 16(b). The parties acknowledge that, if the Company has a class of securities required to be registered pursuant to the Securities Exchange Act of 1934, and if Optionee is an officer, director or ten percent (10%) shareholder of the Company, the grant to Optionee of Options hereunder, or the Optionee's sale of shares underlying the Options, may, unless the Plan is

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qualified under Rule 16b-3 of the SEC, subject Optionee to liability under the insider trading prohibitions of Section 16(b) of the Securities Exchange Act of 1934, if Optionee purchases or sells Common Stock of the Company within six months before or after the grant of the Options, or within six months before or after the sale of the shares underlying the Options. This acknowledgment is for informational purposes only and is not to be construed as increasing, limiting or describing the rights and obligations of the parties hereunder.

8. Restriction on Option Exercise. Notwithstanding any contrary provision hereof, the Options may not be exercised by Optionee unless the shares to be acquired by Optionee have been registered under the Securities Act of 1933 (the "Act"), and any other applicable securities laws of any other state, or the Company receives an opinion of counsel (which may be counsel for the Company) reasonably acceptable to the Company stating that the exercise of the Options and the issuance of shares pursuant to the exercise is registered or exempt from such registration requirements. Optionee shall represent that unless and until the shares have been registered under the Act and applicable state securities laws: (1) Optionee is acquiring the shares for investment purposes only and without the intent of making any sale or disposition thereof; (2) Optionee has been advised and understands that the shares have not been registered for sale pursuant to federal and state securities laws and are "restricted securities" under such laws; and (3) Optionee acknowledges that the shares will be subject to stop transfer instructions and bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION. NO OFFER, SALE OR TRANSFER MAY TAKE PLACE WITHOUT PRIOR WRITTEN APPROVAL OF THE COMPANY BEING AFFIXED HERETO. IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT, SUCH APPROVAL SHALL BE GRANTED ONLY IF THE COMPANY HAS RECEIVED AN OPINION OF SHAREHOLDER'S COUNSEL AT SHAREHOLDER'S EXPENSE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT THIS CERTIFICATE MAY BE LAWFULLY TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION.

9. Withholding of Taxes. The Options may not be exercised unless Optionee has paid or has made provision satisfactory to the Company for payment of, federal, state and local income taxes, or any other taxes (other than stock transfer taxes) which the Company may be obligated to collect as a result of the issue or transfer of Common Stock upon such exercise of the Options. In its sole discretion, and at the request of Optionee, the Company may permit Optionee (other than an Optionee who would be subject to Section 16(b) of the Exchange Act) to satisfy the obligation imposed by this Section, in whole or in part, by instructing the Company to withhold up to that number of shares otherwise issuable to Optionee with a fair market value equal to the amount of tax to be withheld.

10. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company's liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, the rights of Optionee with respect to the Options granted hereunder shall be governed by the Committee, as provided in the Plan.

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11. Antidilution. The aggregate number of shares of Common Stock available for issuance under the Options, and the price per share, shall all be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock subsequent to the date of this Agreement resulting from a recapitalization, reorganization, merger, consolidation or similar transaction as provided in the Plan.

12. No Rights as a Stockholder. Optionee or a permitted transferee of the Options shall have no rights as a stockholder with respect to any shares covered by the Options until the date as of which stock is issued following exercise of such Options. Except as provided in this Agreement, no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or any other distributions for which the record date is prior to the date as of which such stock is issued.

13. No Employment Rights. This Agreement is not an employment agreement or contract and does not grant any employment rights to Optionee.

14. Other Provisions. The Company may, as a condition precedent to the exercise of the Options, require Optionee (including, in the event of Optionee's death, his legal representatives, legatees or distributees) to enter into such agreements or to make such representations as may be required to make lawful the exercise of the Options and the ultimate disposition of the shares acquired by such exercise.

15. Notices. Any notice which either of the parties hereto is required or permitted to give to the other must be in writing and may be given by personal delivery, electronic or facsimile transmission, or by mailing the same by registered or certified mail, return receipt requested, to the party to which or to whom the notice is directed, at the address each party designates in writing. Any notice mailed to such address shall be effective when deposited in the mail, duly addressed and postage prepaid, notwithstanding failure by the addressee thereof to receive the mailed notice.

16. Governing Law. All transactions contemplated hereunder and all rights of the parties hereto shall be governed as to validity, construction, enforcement and in all other respects by the laws and decisions of the State of Utah.

17. Titles. The titles of the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

18. Amendment. This Agreement shall not be modified or amended except by written agreement signed by all of the parties hereto.

19. Attorney's Fees and Costs of Enforcement. If any party to this Agreement shall incur any costs resulting from enforcement of this Agreement, the defaulting party shall be liable to the prevailing party for such costs. Costs, as used herein, shall include costs of enforcement, interpretation, or collection, including without limitation, reasonable attorney's fees, court costs, collection charges, travel and other related or similar expenses.

20. Severability of Provisions. Any provision of this Agreement that is invalid, prohibited, or unenforceable in any jurisdiction, shall not invalidate the remainder of the provision or the remaining provisions of the Agreement.

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21. Entire Agreement. Subject to the Plan, a copy of which in its present form is available from the Secretary of the Company, this Agreement contains all of the representations, declarations and statements from either party to the other and expresses the entire understanding between the parties with respect to the transactions provided for herein. All prior memoranda, letters, statements and agreements concerning this subject matter, if any, are merged in and replaced by this Agreement.

22. Pronouns, Number and Gender. Wherever necessary to implement the intent of the parties hereto, references herein to the singular shall be interpreted as the plural, and vice versa, and the feminine, masculine or neuter gender shall be treated as one of the other genders.

23. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

24. Defined Terms. The capitalized terms contained in this Agreement but not otherwise defined herein shall have the same meanings given to them in the Plan.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COMPANY:

USANA HEALTH SCIENCES, INC.,
a Utah corporation

By:
Name:
Title:

OPTIONEE:

(Signature)

(Printed Name)

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USANA HEALTH SCIENCES, INC.
2006 EQUITY INCENTIVE AWARD PLAN

STOCK-SETTLED STOCK APPRECIATION RIGHT
AWARD AGREEMENT FOR EMPLOYEES

Recipient Name:
Grant Date:
Number of SSARs:
Per Share Grant Price: \$
Expiration Date: [63 Months After Grant Date]

1. Award. USANA Health Sciences, Inc. (the "Company") has awarded you the number of Stock-Settled Stock Appreciation Rights ("SSARs") indicated above, subject to the terms and conditions set forth in the Company's 2006 Equity Incentive Award Plan (the "Plan") and this Award Agreement.

2. Term and Vesting. The term of the SSARs commences on the Grant Date and ends on the Expiration Date, provided that you remain an employee of the Company. In no event may the SSARs be exercised later than the Expiration Date. The SSARs shall become vested and exercisable in five equal annual installments of twenty percent (20%) of the SSARs on each of the first through fifth anniversary of the Grant Date, so as to be 100% vested and exercisable on the fifth anniversary of the Grant Date, subject to your continued employment by the Company on each vesting date. If your employment by the Company terminates, the SSARs may be exercised only as described in paragraph 4 below.

3. Exercise of SSAR.

a. Upon exercise of the SSARs, you shall be entitled to receive a number of shares of Common Stock of the Company (the "Stock") for each share with respect to which the SSARs are exercised equal to the quotient of (i) the excess of the Fair Market Value of one share of Stock on the date of exercise over the Per Share Grant Price, divided by (ii) the Fair Market Value of one share of Stock on the date of exercise.

b. To exercise all or part of the SSARs you must deliver to the Company a "Notice of Exercise," in such form as the Company authorizes. You shall not have any rights as a shareholder of the Company with respect to the shares of Stock subject to the SSARs until you have exercised the SSARs for such shares. While you are alive, the SSARs may be exercised only by you or your legal representative.

c. Upon exercise, the number of shares of Stock issued will be reduced to satisfy the minimum statutorily required tax withholding obligations. The remaining shares of Stock will be issued to you or, in case of your death, your beneficiary designated in accordance with the procedures specified by the Committee. If at the time of your death, there is not an effective beneficiary designation on file or you are not survived by your designated beneficiary, the shares will be issued to the legal representative of your estate. Upon any exercise of the SSARs, you must furnish to the Company before the closing of such exercise such other

documents or representations as the Company may require to comply with applicable laws and regulations.

4. Termination. If you cease to be employed by the Company for any reason, all then unvested SSARs awarded hereunder shall immediately terminate without notice to you and shall be forfeited. Vested SSARs will be exercisable according to the following provisions:

a. If you cease to be employed by the Company for any reason other than retirement or Disability (which are governed by paragraph b. below), removal for Cause (which is governed by paragraph c. below) or death (which is governed by paragraph d. below), all SSARs awarded hereunder that are vested at such time shall be exercisable at any time prior to the earlier of (i) the Expiration Date of such SSARs or (ii) the date that is ninety days after the date you cease to be employed by the Company.

b. If you cease to be employed by the Company on account of your retirement or Disability, all SSARs awarded hereunder that are vested at such time shall be exercisable at any time prior to the earlier of (i) the Expiration Date of such SSARs or (ii) the date that is three years after the date you cease to be employed by the Company.

c. If your employment by the Company is terminated for Cause (as defined below), all outstanding SSARs awarded hereunder which are not exercisable immediately prior to removal, and all outstanding SSARs awarded hereunder which are exercisable immediately prior to removal, shall terminate as of the date of removal for Cause and may not be exercised. For purposes of this Award Agreement, "Cause" shall mean (i) any act of personal dishonesty in connection with your responsibilities to the Company and intended to result in substantial personal enrichment to you, (ii) your conviction of a felony, (iii) your willful act which constitutes gross misconduct and which is injurious to the Company or (iv) continued substantial violation of your duties to the Company which are demonstrably willful and deliberate on your part after your receipt of a written demand from the Company for performance which specifically sets forth the factual basis for the Company's belief that you have committed continued substantial violations of your duties.

d. If your employment by the Company terminates by reason of your death, or if you die within the ninety day

period after the date you cease to be employed by the Company for any reason other than Cause, any of your vested SSARs hereunder may be exercised by your estate, personal representative or beneficiary who has acquired the SSARs by will or by the laws of descent and distribution, at any time prior to the earlier of (i) the Expiration Date of such SSARs or (ii) the date that is three years after the date of your death.

5. Tax Withholding. The Company will withhold from the number of shares of Stock otherwise issuable hereunder a number of shares necessary to satisfy the minimum statutorily required tax withholding obligations. Such shares will be valued at their Fair Market Value when the taxable event occurs.

6. Transferability. The SSARs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way, except by will or by the laws of descent and distribution. In the event that you become legally incapacitated, the SSARs shall be exercisable

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by your legal guardian, committee or legal representative. If you die, the SSARs shall thereafter be exercisable by your beneficiary as designated by you in the manner prescribed by the Committee or, in the absence of an authorized beneficiary designation, by the legatee of such SSARs under your will, or by your estate in accordance with your will or the laws of descent and distribution, in each case in the same manner and to the same extent that the SSARs were exercisable by you on the date of your death. The SSARs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the SSARs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the SSARs, shall be null and void and without effect.

7. Other Restrictions. The issuance of shares of Stock hereunder is subject to compliance by the Company and you with all applicable legal requirements applicable thereto, including tax withholding obligations, and with all applicable regulations of any stock exchange on which the Stock may be listed at the time of issuance. The Company may delay the issuance of shares of Stock hereunder to ensure at the time of issuance there is a registration statement for the shares in effect under the Securities Act of 1933.

8. No Employment Agreement. Neither the award to you of the SSARs nor the delivery to you of this Award Agreement or any other document relating to the SSARs will confer on you the right to continued employment with the Company or any Subsidiary.

9. No Shareholder Rights. Neither the award to you of the SSARs nor the delivery to you of this Award Agreement or any other document relating to the SSARs will entitle you to any rights of a shareholder of the Company with respect to the shares of Stock subject to this Award Agreement prior to the exercise of the SSARs and the receipt of shares of Stock in accordance with this Award Agreement.

10. No Fractional Shares. The SSARs granted hereunder may be exercised only with respect to whole shares of Stock, and no fractional share of Stock shall be issued.

11. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company's liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, your rights with respect to the SSARs awarded hereunder shall be governed by the Committee, as provided in the Plan.

12. Additional Provisions.

a. This Award Agreement is subject to the provisions of the Plan. A copy of the Plan is available upon request. Capitalized terms not defined in this Award Agreement are used as defined in the Plan. If the Plan and this Award Agreement are inconsistent, the provisions of the Plan will govern.

b. The Plan and this Award Agreement represent the entire agreement of you and the Company with respect to the SSARs granted pursuant to this Award Agreement and supersedes in their entirety all prior undertakings and agreements of the Company and you with respect to the subject of this Award Agreement and may not be modified except by means of a written agreement between the Company and you.

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c. Interpretations of the Plan and this Award Agreement by the Committee are binding on you and the Company.

d. Neither the Plan nor this Award Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award Agreement, such right shall be no greater than the right of any unsecured creditor of the Company.

e. Any notice hereunder by you to the Company shall be given in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company. Any notice hereunder by the Company to you shall be given in writing and such notice shall be deemed duly given only upon receipt thereof at such address as is reflected on the then-current records of the Company.

f. This Award Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to the choice of law principles thereof.

IN WITNESS WHEREOF, the Company and the recipient of the SSARs hereunder have executed this Award Agreement effective as of the date first above written.

USANA HEALTH SCIENCES, INC.

By: _____
Name: _____
Title: _____

RECIPIENT

Signature of Participant

Print Name

Social Security Number

**USANA HEALTH SCIENCES, INC.
2006 EQUITY INCENTIVE AWARD PLAN**

**STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD
AGREEMENT FOR INDEPENDENT DIRECTORS**

Recipient Name:

Grant Date:

Number of SSARs:

Per Share Grant Price: \$

Expiration Date: Fifth Anniversary of the Grant Date

1. Award. USANA Health Sciences, Inc. (the "Company") has awarded you the number of Stock-Settled Stock Appreciation Rights ("SSARs") indicated above, subject to the terms and conditions set forth in the Company's 2006 Equity Incentive Award Plan (the "Plan") and this Award Agreement.

2. Term and Vesting. The term of the SSARs commences on the Grant Date and ends on the Expiration Date, provided that you remain an Independent Director of the Company. In no event may the SSARs be exercised later than the Expiration Date. The SSARs shall become vested and exercisable in four equal quarterly installments of twenty five percent (25%) of the SSARs, so as to be 100% vested and exercisable on the first anniversary of the Grant Date, subject to your continued service as an Independent Director of the Company on each vesting date. If your service as an Independent Director of the Company terminates, the SSARs may be exercised only as described in paragraph 4 below.

3. Exercise of SSAR.

a. Upon exercise of the SSARs, you shall be entitled to receive a number of shares of Common Stock of the Company (the "Stock") for each share with respect to which the SSARs are exercised equal to the quotient of (i) the excess of the Fair Market Value of one share of Stock on the date of exercise over the Per Share Grant Price, divided by (ii) the Fair Market Value of one share of Stock on the date of exercise.

b. To exercise all or part of the SSARs you must deliver to the Company a "Notice of Exercise," in such form as the Company authorizes. You shall not have any rights as a shareholder of the Company with respect to the shares of Stock subject to the SSARs until you have exercised the SSARs for such shares. While you are alive, the SSARs may be exercised only by you or your legal representative.

c. Upon exercise, the number of shares of Stock issued will be reduced to satisfy the minimum statutorily required tax withholding obligations. The remaining shares of Stock will be issued to you or, in case of your death, your beneficiary designated in accordance with the procedures specified by the Committee. If at the time of your death, there is not an effective beneficiary designation on file or you are not survived by your designated beneficiary, the shares will be issued to the legal representative of your estate. Upon any exercise of the SSARs, you must furnish to the Company before the closing of such exercise such other

documents or representations as the Company may require to comply with applicable laws and regulations.

4. Termination. If you cease to be an Independent Director for any reason, all then unvested SSARs awarded hereunder shall immediately terminate without notice to you and shall be forfeited. Vested SSARs will be exercisable according to the following provisions:

a. If you cease to be an Independent Director for any reason other than retirement or Disability (which are governed by paragraph b. below), removal for Cause (which is governed by paragraph c. below) or death (which is governed by paragraph d. below), all SSARs awarded hereunder that are vested at such time shall be exercisable at any time prior to the Expiration Date.

b. If you cease to be an Independent Director on account of your retirement or Disability, all SSARs awarded hereunder that are vested at such time shall be exercisable at any time prior to the Expiration Date.

c. If you are removed as an Independent Director prior to expiration of your term for Cause (as defined below), all outstanding SSARs awarded hereunder which are not exercisable immediately prior to removal, and all outstanding SSARs awarded hereunder which are exercisable immediately prior to removal, shall terminate as of the date of removal for Cause and may not be exercised. For purposes of this Award Agreement, "Cause" shall mean (i) any act of personal dishonesty in connection with your responsibilities to the Company and intended to result in substantial personal enrichment to you, (ii) your conviction of a felony or (iii) your willful act which constitutes gross misconduct and which is injurious to the Company.

d. If your service as an Independent Director of the Company terminates by reason of your death, or if you die within the ninety day period after the date you cease to be an Independent Director of the Company for any reason other than Cause, any of your vested SSARs hereunder may be exercised by your estate, personal representative or beneficiary who has acquired the SSARs by will or by the laws of descent and distribution, at any time prior to the Expiration Date.

5. Tax Withholding. The Company will withhold from the number of shares of Stock otherwise issuable hereunder a number of shares necessary to satisfy the minimum statutorily required tax withholding obligations. Such shares will be valued at their Fair Market Value when the taxable event occurs.

6. Transferability. The SSARs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way, except by will or by the laws of descent and distribution. In the event that you become legally incapacitated, the SSARs shall be exercisable by your legal guardian, committee or legal representative. If you die, the SSARs shall thereafter be exercisable by your beneficiary as designated by you in the manner prescribed by the Committee or, in the absence of an authorized beneficiary designation, by the legatee of such SSARs under your will, or by your estate in accordance with your will or the laws of descent and distribution, in each case in the same manner and to the same extent that the SSARs were exercisable by you on the date of your death. The SSARs shall not be subject to execution,

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attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the SSARs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the SSARs, shall be null and void and without effect.

7. Other Restrictions. The issuance of shares of Stock hereunder is subject to compliance by the Company and you with all applicable legal requirements applicable thereto, including tax withholding obligations, and with all applicable regulations of any stock exchange on which the Stock may be listed at the time of issuance. The Company may delay the issuance of shares of Stock hereunder to ensure at the time of issuance there is a registration statement for the shares in effect under the Securities Act of 1933.

8. No Employment or Continued Service. Neither the award to you of the SSARs nor the delivery to you of this Award Agreement or any other document relating to the SSARs will confer on you the right to employment with the Company or to continued service as an Independent Director.

9. No Shareholder Rights. Neither the award to you of the SSARs nor the delivery to you of this Award Agreement or any other document relating to the SSARs will entitle you to any rights of a shareholder of the Company with respect to the shares of Stock subject to this Award Agreement prior to the exercise of the SSARs and the receipt of shares of Stock in accordance with this Award Agreement.

10. No Fractional Shares. The SSARs granted hereunder may be exercised only with respect to whole shares of Stock, and no fractional share of Stock shall be issued.

11. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company's liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, your rights with respect to the SSARs awarded hereunder shall be governed by the Committee, as provided in the Plan.

12. Additional Provisions.

a. This Award Agreement is subject to the provisions of the Plan. A copy of the Plan is available upon request. Capitalized terms not defined in this Award Agreement are used as defined in the Plan. If the Plan and this Award Agreement are inconsistent, the provisions of the Plan will govern.

b. The Plan and this Award Agreement represent the entire agreement of you and the Company with respect to the SSARs granted pursuant to this Award Agreement and supersedes in their entirety all prior undertakings and agreements of the Company and you with respect to the subject of this Award Agreement and may not be modified except by means of a written agreement between the Company and you.

c. Interpretations of the Plan and this Award Agreement by the Committee are binding on you and the Company.

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d. Neither the Plan nor this Award Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award Agreement, such right shall be no greater than the right of any unsecured creditor of the Company.

e. Any notice hereunder by you to the Company shall be given in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company. Any notice hereunder by the Company to you shall be given in writing and such notice shall be deemed duly given only upon receipt thereof at such address as is reflected on the then-current records of the Company.

f. This Award Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to the choice of law principles thereof.

IN WITNESS WHEREOF, the Company and the recipient of the SSARs hereunder have executed this Award Agreement effective as of the date first above written.

USANA HEALTH SCIENCES, INC.

By: _____
Name: _____
Title: _____

RECIPIENT

Signature of Participant

Print Name

Social Security Number

**USANA HEALTH SCIENCES, INC.
2006 EQUITY INCENTIVE AWARD PLAN**

**DEFERRED STOCK UNIT AGREEMENT
FOR INDEPENDENT DIRECTORS**

Recipient Name:
Grant Date:
Number of DSUs:

1. Award. USANA Health Sciences, Inc. (the “Company”) has awarded you the number of Deferred Stock Units (“DSUs”) indicated above, subject to the terms and conditions set forth in the Company’s 2006 Equity Incentive Award Plan (the “Plan”) and this Award Agreement.
 2. Vesting. The DSUs shall become vested in four equal quarterly installments of twenty five percent (25%) of the DSUs, so as to be 100% vested and exercisable on the first anniversary of the Grant Date, subject to your continued service as an Independent Director of the Company on each vesting date. If your service as an Independent Director of the Company terminates, the shares of Common Stock of the Company (the “Stock”) represented by the DSUs will be issued only as described in paragraph 3 below.
 3. Deferral Account; Termination; Receipt of Shares. On each vesting date hereunder, the applicable amount of DSUs shall be credited to a bookkeeping account in your name on the books and records of the Company (the “Deferral Account”). As soon as practicable following your termination of service as an Independent Director for any reason other than for Cause (as defined below), the Company will issue to you, or in the event of your death to your estate, shares of Stock represented by all vested DSUs. If you cease to be an Independent Director for any reason, all then unvested DSUs awarded hereunder shall immediately terminate without notice to you and shall be forfeited. If you are removed as an Independent Director prior to expiration of your term for Cause, all outstanding DSUs awarded hereunder which are not vested immediately prior to removal, and all outstanding DSUs awarded hereunder which are vested immediately prior to removal, shall terminate as of the date of removal for Cause and Stock may not be issued in respect of such DSUs. For purposes of this Award Agreement, “Cause” shall mean (i) any act of personal dishonesty in connection with your responsibilities to the Company and intended to result in substantial personal enrichment to you, (ii) your conviction of a felony or (iii) your willful act which constitutes gross misconduct and which is injurious to the Company.
 4. Tax Withholding. The Company will withhold from the number of shares of Stock otherwise issuable hereunder a number of shares necessary to satisfy the minimum statutorily required tax withholding obligations. Such shares will be valued at their Fair Market Value when the taxable event occurs.
 5. Transferability. The DSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way, except by will or by the laws of descent and distribution. The DSUs shall not be subject to execution, attachment or similar process. Any
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- attempted assignment, transfer, pledge, hypothecation or other disposition of the DSUs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the DSUs, shall be null and void and without effect.
6. Other Restrictions. The issuance of shares of Stock hereunder is subject to compliance by the Company and you with all applicable legal requirements applicable thereto, including tax withholding obligations, and with all applicable regulations of any stock exchange on which the Stock may be listed at the time of issuance. The Company may delay the issuance of shares of Stock hereunder to ensure at the time of issuance there is a registration statement for the shares in effect under the Securities Act of 1933.
 7. No Employment or Continued Service. Neither the award to you of the DSUs nor the delivery to you of this Award Agreement or any other document relating to the DSUs will confer on you the right to employment with the Company or to continued service as an Independent Director.
 8. No Shareholder Rights. Neither the award to you of the DSUs nor the delivery to you of this Award Agreement or any other document relating to the DSUs will entitle you to any rights of a shareholder of the Company with respect to the shares of Stock subject to this Award Agreement prior to the receipt of shares of Stock in accordance with this Award Agreement.
 9. No Fractional Shares. The DSUs granted hereunder shall be issued only in whole shares of Stock, and no fractional share of Stock shall be issued.
 10. Mergers, Reorganizations, and Certain Other Changes. In the event of the Company’s liquidation, reorganization, separation, merger or consolidation into, or acquisition of property or stock by another corporation, or sale of substantially all assets to another corporation, your rights with respect to the DSUs awarded hereunder shall be governed by the Committee, as provided in the Plan.
 11. Additional Provisions.
 - a. This Award Agreement is subject to the provisions of the Plan. A copy of the Plan is available upon request. Capitalized terms not defined in this Award Agreement are used as defined in the Plan. If the Plan and this Award Agreement are

inconsistent, the provisions of the Plan will govern.

b. The Plan and this Award Agreement represent the entire agreement of you and the Company with respect to the DSUs granted pursuant to this Award Agreement and supersedes in their entirety all prior undertakings and agreements of the Company and you with respect to the subject of this Award Agreement and may not be modified except by means of a written agreement between the Company and you.

c. Interpretations of the Plan and this Award Agreement by the Committee are binding on you and the Company.

d. Neither the Plan nor this Award Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and

any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award Agreement, such right shall be no greater than the right of any unsecured creditor of the Company.

e. Any notice hereunder by you to the Company shall be given in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company. Any notice hereunder by the Company to you shall be given in writing and such notice shall be deemed duly given only upon receipt thereof at such address as is reflected on the then-current records of the Company.

f. This Award Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to the choice of law principles thereof.

IN WITNESS WHEREOF, the Company and the recipient of the DSUs hereunder have executed this Award Agreement effective as of the date first above written.

USANA HEALTH SCIENCES, INC.

By: _____
Name: _____
Title: _____

RECIPIENT

Signature of Participant

Print Name

Social Security Number