



# Distributor Application/Auto Order Enrollment- U.S.A.

Xango™ • P.O. Box 708670 Sandy, UT 84070-8670  
801-990-1716 • Orders: 1-877-GO-XANGO • Fax 801-990-1742

(For office use):

  
Phone  
FAX Number

## Applicant Information

\*I, the undersigned, certify that this number is my correct Federal ID #.

  
\*Social Security # (or Federal Tax I.D.# for business entity only)      Application Date (Month/Day/Year)

EMAIL ADDRESS (Please include)

  
Applicant Name (Last, First, Middle Initial) PLEASE PRINT CLEARLY  
Co-Applicant (Last, First, Middle Initial)  
Mailing Address  
Shipping Address (If different than mailing address or if mailing address is a P.O. box)  
City  
City        
State      Zip Code      County        
State      Zip Code      County

I understand the only financial requirement to become a Xango™ Distributor is a \$35 application fee (plus any applicable tax) which includes a kit containing sales and demonstration materials and company information produced by The Xango Corporation. I understand this kit does not contain commissionable products and any products purchased in connection with becoming a Distributor are optional. In addition, a yearly renewal fee of \$20.00 is required to continue as a Xango™ Distributor. (Applicable 12 months from sign-up.)

Please Initial

Application Fee Payment - \$35 USD     Check# \_\_\_\_\_     Money Order     Visa     MasterCard

      exp. date (M/Y) \_\_\_\_\_      Authorization Signature: \_\_\_\_\_

## Sponsor Information

SPONSOR AND UPLINE WILL BE ASSUMED TO BE THE SAME UNLESS INDICATED BELOW

        
Sponsor's Xango™ ID#      Sponsor's Business / Day-time Phone #  
Sponsor's Name (Last, First, Middle Initial)

## Placement- Upline Information

The person below will be your immediate upline should you choose to exercise the placement option. This person MUST be in the downline of your Sponsor.

        
Upline Distributor's Xango ID# (placement only)      Placement-Upline Name (Last, First)

## Automatic Delivery Program (ADP) - Payment Section

Setting up automatic orders enables you to receive Xango™ product automatically every month. This Automatic Delivery section is included on this Application for your convenience. Listed below are two payment options whereby you authorize the company to automatically ship your monthly order, and collect the appropriate monies. Please supply ALL required information.

You are hereby authorized, until otherwise instructed, to pay for my monthly order in the following method:

**Option A:** (Circle one)    Visa    MasterCard

      Exp. \_\_\_\_\_  
Name (as on card):  
Authorization Signature

**Option B:** ACH Transfer from my/our bank account. *Attach voided check and a completed Xango™ ACH Form.*

Please indicate which option you would like automatically sent monthly until otherwise instructed:

Check one:

**Standard Auto Delivery Program order:**  
1 case of Xango™ per month. \$100<sup>USD</sup> (100 PV)

**Family Auto Delivery Program order:**  
2 cases of Xango™ per month \$200<sup>USD</sup> (200 PV).

All orders are subject to the local sales tax of your region and will be added to your order total. Shipping & handling charges will also be added. Automatic Delivery Program (ADP) orders are billed on or around the 14<sup>th</sup> of every month. ADP orders will be shipped between the 14<sup>th</sup> and the 21<sup>st</sup>.

**Note: Your first order will be processed upon approval of this application, and subsequent orders will fall into the regular ADP billing & shipping schedule beginning the following month.**

All information must be completed above to ensure processing of your application. I have read and agree to the terms and conditions contained on the reverse side of this document, and I am familiar with the Xango™ exchange policy found in the policies and procedures and agree with the terms and conditions, which by reference are fully incorporated into this agreement.

Applicant Signature

Date

Second Applicant/Spouse Signature

Date

A PARTICIPANT IN THE XANGO™ COMPENSATION PLAN HAS THE RIGHT TO CANCEL AT ANY TIME, FOR ANY REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE XANGO™ CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS.

(Faxed copies may be deemed as originals)

white copy - Xango

duplicate copy - applicant

## **TERMS AND CONDITIONS - USA**

1. I am legally competent to enter into a contract in the jurisdiction in which I reside.
2. I will become a XanGo™ (hereto after referred to as the "the Company") Distributor upon acceptance of this Application by the the Company, and I will, at that time, have the right to purchase XanGo™'s products at wholesale directly from the company. This Agreement will be deemed accepted by the Company when it is date-stamped upon actual receipt of the signed original by an officially authorized employee of the Company.
3. I understand that no purchase is necessary to become a XanGo™ Distributor other than a \$35 Enrollment Fee which includes an Information Kit about the XanGo™ company and products.
4. A \$20 annual renewal fee is required to maintain a distributorship.
5. If I wish to terminate this Agreement, I will deliver to the Company written notification of my intent to terminate. My voluntary termination will be effective as of the date such notice is received by the Company. A Distributor may resign at any time for any reason.
6. As a Distributor I am an independent contractor and am not an employee, partner, agent, franchisee or legal representative of the Company. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my status in any jurisdiction exercising authority over me, including but not limited to compliance with applicable regulations.
7. Although the Company, or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and requirements, the sole responsibility to conduct my Distributorship lawfully in any jurisdiction rests with me. Therefore, I release the Company and any of its affiliated entities and their officers, directors, agents and employees from all liability for any of my conduct, actions or omissions; I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as a Distributor of the Company, arising out of any of my acts or omissions.
8. I understand that only Distributors in good standing (as such status is determined by the Company) may act as Sponsors. The Company, in its sole discretion, may reject this Agreement without disclosing any reason therefore. If this Agreement is not accepted or approved, I release the Company and its officers, directors, agents, advisors and employees from any and all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
9. I understand that compensation from the Company is established by my distributorship in the XanGo™ compensation program. I am entitled to receive distributor benefits and opportunities offered to Distributors through the Compensation Plan provided I maintain a distributorship that operates in compliance with company Policies and Procedures, and the terms and conditions stated herein. The distributor hereby acknowledges they have access to a Policies and Procedures, the contents of which are incorporated herein by reference. The Compensation Plan and its commissions, overrides and/or bonuses, relating to the sale or other output derived from personal sales, solicitations or orders from consumers, are privileges of my status as an active distributor in good standing.
10. I understand that as a XanGo™ Distributor, I am authorized to sell XanGo™ Products. I agree that I may not alter, repack, relabel or otherwise change any XanGo™ product, nor will I sell any such product under any other name.
11. I understand and agree that I may not convey, assign or otherwise transfer any rights

### **Auto Order Information:**

• Distributors may choose to have either one or two cases of XanGo™ sent to them on a monthly automatically processed order (Auto Delivery Program or ADP). If the regular monthly auto order date falls on a U.S. holiday or weekend, the order will be processed within a 5 day (either way) period. The credit card or bank draft listed on the distributorship will automatically be charged for this order. Orders with declined bank drafts, or orders with declined or expired credit cards may not be processed. Attempts may be made by the Company's Order Processing Department to reprocess the order should a credit card decline, however, the Company makes no insurances that these attempts will be made. If a credit card is due to expire, a notice may be printed on the Auto Order invoice prior to expiration, however, the distributor is responsible for providing current payment. If an order cannot be processed due to payment difficulties, the Company will not be held responsible for PV shortfalls.

### **Bank Draft Section (Note: A completed Bank Draft Form must be completed and sent to the Company along with this form)**

By requesting ACH transfer on the front side of this agreement it is understood that:

1. I/we agree the Company shall debit my/our account for orders shipped on the date of payment.
2. I/we agree to maintain sufficient funds in my/our account to cover the automatic payment.
3. In the event sufficient funds are not in my (our) account to cover the automatic payment, the company may stop shipment on route, and may refuse to accept any other further orders until payment on such debit is received.
4. I/we shall indemnify and hold the Company harmless from any and all liability which may arise out of the company's initiating an authorized debit on my/or account, except the liability to ship the product as ordered.

It is understood that all debit (ACH Transfer) entries initiated by COMPANY pursuant to

arising hereunder without the prior express written consent of the Company.

12. I agree that I may not create or hold a beneficial interest in additional XanGo™ Distributorship(s) beyond the indirect benefits that are derived from recruiting and downline volume.
13. In the event I choose to purchase XanGo™ products on my VISA or MasterCard or banking debit card, my signature on this Agreement hereby constitutes my authorization to process any order I place to those accounts, and to use this as my "signature on file." I understand that any cancellation of an order placed by me shall be made within 72 hours, but all shipping & handling charges incurred will be billed.
14. Other than this agreement, no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of XanGo. If any provision of this Agreement is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
18. Any controversy or claim arising out of this agreement whether during or after its term will be settled by binding arbitration in Utah using the rules of the AAA. Jurisdiction and venue shall be the State of Utah. Each party having a concern shall first give notice of the offense and allow time to cure.
19. I certify the accuracy of all information provided by me in this Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Agreement void from its inception.
20. The Company agrees to manufacture quality products available under the terms and conditions of the XanGo™ Policies and Procedures.
21. I understand that commission benefits of my purchases and PV go to the sponsor listed on this form and other XanGo™ distributors under the rules of the XanGo™ compensation plan.
22. The \$35.00 distributorship fee for Distributorship is non-refundable. Renewal fees are also non-refundable.

### **Additional Notes**

As required by law, XanGo's Order Entry Department will tabulate your local sales tax based on your shipping address and will collect these taxes on your behalf. Sales tax is calculated on the retail value of the product.

If you have tax exemption status Distributor shall provide a copy of your tax exemption paperwork with this application form. Tax exempt distributors are required to remit all appropriate taxes on their own. The name on the Tax Exemption Certificate must match the name on this application. XanGo reserves the right to decline Tax Exemption requests for any number of reasons.

The Company reserves the right to terminate the relationship should the distributor breach Policies and Procedures which are incorporated herein by reference.

### **Product Exchange**

Any Distributor may return current product for exchange. Exchange of product must take place within 60 days of purchase. To make a product exchange contact XanGo's Customer Support. All returns require a Return Merchandise Authorization (RMA) number prior to shipment. Product shipped without an RGA will be refused.

this agreement shall be subject to the following provisions:

1. If the amount of an entry to be initiated by COMPANY differs from that of the next previous entry initiated pursuant to this agreement, COMPANY shall, within not less than seven (7) calendar days before a succeeding entry is to be debited to CUSTOMERS account, send written notification of the amount of such entry. Similarly, if any change is made by COMPANY in the date of the billing cycle on or after which such entries are to be debited to such account, COMPANY shall, within not less than seven (7) calendar days before the first entry to be affected by such change is to be debited to such account, send to CUSTOMER written notification of the new date on or after which such entries are to be debited to such account. The provision will not apply if the CUSTOMER has authorized the initiation of a single entry to his account or if the CUSTOMER has agreed that entries representing indebtedness to his/her account may be debited at any time after indebtedness is incurred.
2. Customers may, by notice to BANK, stop payment of any entry initiated or to be initiated by COMPANY to customers account pursuant to this agreement, but such notice must be received by BANK in such time and in such manner as to afford BANK a reasonable time to act on it. An oral notice shall be binding on BANK only for fourteen (14) calendar days unless confirmed in writing within that period.
3. If any entry is erroneously initiated by COMPANY to CUSTOMER'S account, CUSTOMER shall have the right to request that the amount of such entry be credited to such account by BANK within fifteen (15) calendar days following the date on which BANK sent or made available to CUSTOMER a statement of account or notification pertaining to such entry. CUSTOMER shall send or deliver to BANK, a written notice identifying such entry, stating that such an entry was made in error and requesting BANK to credit the amount thereof to such account.