

# XANGO™ : ACH TRANSFER APPLICATION

XanGo LLC // P.O. Box 708670 Sandy, UT 84070-8670 // 801-816-8150 // Orders 1-877-GO-XANGO // Fax 801-816-8159

## Distributor Information

applicant last name (please print)	first	middle initial	distributor ID number		
business name (if different from applicant name)			social security number // tax ID number		
mailing address			applicant's phone number ( ) -		
city	state	zip code	county	country	applicant's fax number ( ) -

## Automated Clearing House (ACH) Information

I/we do not want to miss a monthly order or commission check. You are hereby authorized (until otherwise instructed) to deduct the amount of my monthly Auto Order by electronically transferring the funds (ACH Transfer) from my/our bank account.

Checking  Savings

name(s) on account					account number	
bank name					bank routing number	
bank address					bank swift number (call bank for number)	
city	state	zip code	county	country	applicant's fax number ( ) -	
signature on account			date		signature on account	date

- ACH Payment (U.S. Only) – Complete Information above  
In addition to my automatic order, I/we authorize the company to pay for all orders by electronically transferring funds (ACH Transfer) from my/our bank account.
- ACH Commission Deposit – Complete Information above  
I/we authorize the company to deposit my commissions electronically (ACH Transfer) to my/our bank account.

## Bank Draft Information (This form also serves to amend any previous ACH forms).

By requesting ACH transfer on this agreement and on the distributor Automatic Delivery Program (ADP) form it is understood that:

- I/we agree the Company is hereby authorized and shall debit my/our account for orders shipped on the date of payment.
- I/we agree to maintain sufficient funds in my/our account to cover the automatic payments.
- 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.
- 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 to my/our account, except the liability to ship the product as ordered.

It is understood that all debit (ACH Transfer) entries initiated by COMPANY pursuant to this agreement shall be subject to the following provisions:

- The COMPANY will notify CUSTOMERS in writing not less than thirty (30) days in advance of changing the amount debited to the CUSTOMERS account.

Similarly, if any change is made by COMPANY in the date of the billing cycle, COMPANY shall not less than thirty (30) days prior to change notify CUSTOMER by written notification of the new date.

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.

- 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.
- 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.

**Please Tape Voided Check Here** (Must be an official check [voided] with name printed on the check)

# XANGO™ : AUTOMATIC DELIVERY PROGRAM

XanGo LLC // P.O. Box 708670 Sandy, UT 84070-8670 // 801-816-8150 // Orders 1-877-GO-XANGO // Fax 801-816-8159

## Step 1 Set up your automatic monthly order by checking the circles that apply to you.

last name (please print)	first	middle initial	business name (if different from applicant name)	distributor ID number (office use only)
<p><input type="radio"/> I/we choose not to participate in the Automatic Delivery Program (ADP) at this time.</p> <p><input type="radio"/> I/we do not want an initial order.</p> <p><input type="radio"/> <b>Setup an automatic order for my/our distributorship</b> Setting up automatic orders enables you to receive XanGo™ product automatically every month. The 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.</p> <p><b>Check One:</b> (optional)</p> <p><input type="radio"/> Standard Auto Delivery Program (ADP) order: 1 case of XanGo™ per month. [\$100 USD (100 PV) Personal Volume]</p> <p><input type="radio"/> Family Auto Delivery Program order: 2 cases of XanGo™ per month. [\$200 USD (200 PV) Personal Volume]</p> <p><input type="radio"/> _____ cases of XanGo per month [\$100 USD (100 PV) Personal Volume/case]</p> <p><input type="radio"/> Will Call / ADP Pick Up (where available)</p> <p><b>Unconditional ADP:</b> (optional)</p> <p><input type="radio"/> I want the ADP product delivered regardless of this month's personal volume</p>				

## Step 2 Choose the payment option that best suits your business.

<input type="radio"/> <b>Option A:</b> (check one) <input type="radio"/> Visa <input type="radio"/> Mastercard <input type="radio"/> Discover <input type="radio"/> AMEX <input type="radio"/> JCB	
credit card number	expiration date
name (as shown on card)	signature of cardholder <b>X</b>
	date
<p><input type="radio"/> <b>Option B:</b> (ACH) Automated Clearing House transfer from my/our bank account. Attach voided check and a completed XanGo™ ACH transfer application form ( Not available for initial order).</p>	

## Step 3 Your initial order can differ from the above preferences. Simply enter the total number of cases you'd like with your initial shipment.

<p><input type="radio"/> I/we would like an initial order of _____ case(s).</p> <p><input type="radio"/> Charge my/our credit card listed on this application (in section 2 above) _____ (initial here).</p> <p><input type="radio"/> I/we will pay for the initial order by (check one)</p> <p><input type="radio"/> Visa <input type="radio"/> Mastercard <input type="radio"/> Discover <input type="radio"/> AMEX <input type="radio"/> JCB</p>	
credit card number	expiration date
name (as shown on card)	signature of cardholder <b>X</b>
	date
<b>Shipping Information</b>	
mailing address	shipping address (if different than mailing address)
city state zip code county country	city state zip code county country
applicant's phone number ( ) -	applicant's fax number ( ) -
	business name (if different from applicant name)
<p>All orders are subject to the local sales tax of your region, which will be added to order total. Shipping &amp; handling charges will also be added. Automatic Delivery Program (ADP) orders are billed on or around the 14th of every month. To change any detail pertaining to your ADP order, the request must be received by the Company (not an upline distributor) in writing, signed by the distributor three business days prior to the 14th of any given calendar month. ADP orders will be shipped between the 14th and 21st. [Note: Your first order will be processed upon approval of this application, and subsequent orders will fall into the regular ADP billing &amp; shipping schedule beginning the following month].</p>	

# XANGO™ : DISTRIBUTOR APPLICATION

XanGo LLC // P.O. Box 708670 Sandy, UT 84070-8670 // 801-816-8150 // Orders 1-877-GO-XANGO // Fax 801-816-8159

## Applicant Information

We are pleased to inform all applicants that XanGo subscribes to & supports the Direct Selling Association code of ethics

applicant last name (please print)	first	middle initial	business name (if different from applicant name)	distributor ID number (office use only)					
applicant's phone number ( ) -	applicant's fax number ( ) -	applicant's email address		check language preference (english as default) <input type="radio"/> Spanish <input type="radio"/> French <input type="radio"/> Chinese					
mailing address			shipping address (if different than mailing address)						
city	state	zip code	county	country	city	state	zip code	county	country
joint applicant last name	first	middle initial	phone number (if different than applicant's) ( ) -	joint applicant's email address					

## Sponsor Information

Sponsor & placement information MUST be filled out completely

sponsor's distributor number	sponsor's last name	first	middle initial	phone number
placement distributor number	placement last name	first	middle initial	placement phone number

## Entity Certification

<b>Check appropriate box:</b> <input type="radio"/> Individual / Sole Proprietor <input type="radio"/> Joint Applicants <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> Other: _____	<b>Under penalty of perjury, I/we certify that:</b> 1. The information supplied herein is correct; 2. I am not subject to backup withholding income because (a) I am exempt from backup withholding *(b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U. S. resident alien)  * Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to withholding
social security number <b>or</b> EIN number (employer ID number)	applicants signature <b>X</b> date

## Application Fee Payment

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 XanGo, LLC. 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 is required to continue as a XanGo Distributor. I authorize XanGo to charge the \$35 application fee and the \$20 renewal fee to my credit card as they become due. I understand that the renewal fee is applicable 12 months from sign-up.

**Application Fee Payment:** Check Number \_\_\_\_\_  Visa  Mastercard  Discover  AMEX  JCB

credit card number	expiration date
name (as shown on card)	signature of cardholder <b>X</b> date

## Terms and Conditions

I have read and agree to the Terms and Conditions contained on the reverse side of this document and I am familiar with the return policy described in the company's Policies and Procedures manual. I hereby agree to be bound by the Terms and Conditions, which by reference are fully incorporated into this agreement. I certify that I am the age of majority and am legally able to enter into this contract. I have read and agree to the company's Policies and Procedures and agree to the terms of confidentiality contained therein.

applicant's signature <b>X</b>	date	co-applicant's signature <b>X</b>	date
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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 XANGO LLC AT ITS PRINCIPAL PLACE OF BUSINESS. (faxed copies may be deemed as originals)

## 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, LLC (hereafter referred to as the "the Company") Distributor upon acceptance of this Application by 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. I understand that I will receive an Information Kit about the XanGo company and products. A \$20 annual renewal fee is required to maintain a distributorship. I am responsible for renewing my distributorship each year.
4. The \$35.00 distributorship fee for Distributorship is non-refundable. Renewal fees are also non-refundable.
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 and the Policies and Procedures published by the Company.
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 solely 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. I hereby acknowledge that I have access to the 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. I agree to abide by the Policies and Procedures established by XanGo, LLC., and as modified from time to time and posted at [www.xango.net](http://www.xango.net).
10. I understand that as a XanGo Distributor, I am authorized to sell XanGo Products. I agree that I may not alter, repack, re-label, affix additional labels of information 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 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 sponsoring and downline volume.
13. In the event I choose to purchase XanGo products on my credit card 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 three business days of the placement of a particular order, 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.
15. 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 American Arbitration Association (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.
16. 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.

17. The Company agrees to manufacture quality products available under the terms and conditions of the XanGo Policies and Procedures.

18. I understand that commission benefits of my purchases and personal volume (PV) go to the sponsor/placement listed on this form and other XanGo distributors under the rules of the XanGo compensation plan, as published in the Policies and Procedures.

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

### Product Exchange

Any Distributor may return current product for any reason, provided the return takes place within 60 days of purchase. To make a product return, contact XanGo's Customer Support. All returns require a Return Merchandise Authorization (RMA) number prior to shipment. Product shipped without an RMA will be refused.

### Auto Order Information

Distributors may choose to have product 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 five days either before or after the holiday or weekend. 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 assurances 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 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 the account for orders shipped on the date of payment.
2. I/we agree to maintain sufficient funds in the account to cover the automatic payment.
3. In the event sufficient funds are not in the account to cover the automatic payment, the company may stop shipment en 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 the account, except the liability to ship the product as ordered.

It is understood that all debit (ACH Transfer) entries initiated by the company pursuant to this agreement shall be subject to the following provisions:

1. The company will notify the distributor in writing not less than thirty (30) days in advance of changing the amount debited to the distributors account. Similarly, if any change is made by company in the date of the billing cycle, company shall not less than thirty (30) days prior to change notify the distributor by written notification of the new date. The provision will not apply if the distributor has authorized the initiation of a single entry to his account or if the distributor 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 the 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 the bank in such time and in such manner as to afford the bank a reasonable time to act on it. An oral notice shall be binding on the bank only for fourteen (14) calendar days unless confirmed in writing within that period.
3. If any entry is erroneously initiated by company to the customer's account, the distributor shall have the right to request that the amount of such entry be credited to such account by the bank within fifteen (15) calendar days following the date on which the bank sent or made available to the distributor a statement of account or notification pertaining to such entry. The distributor shall send or deliver to the bank, a written notice identifying such entry, stating that such an entry was made in error and requesting the bank to credit the amount thereof to such account.